



UP Rules Circular 4-F

(Revision 1)

Applying On

GOVERNING RULES PUBLICATION

Governed, except as otherwise provided herein, by the provisions of
UFC 6000, OPSL 6000, and UP 6004-series.

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1400 Douglas Street Omaha, NE 68179

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800	FURNISHED EQUIPMENT USED OFFLINE-GRAIN	C	01/01/2009	12/31/2100



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Item: 1-A
DEFINITION OF SYMBOLS

DEFINITION OF ITEM SYMBOLS

A or [a] = Add
C or [c] = Change
D or [d] = Decrease
I or [i] = Increase
X or [x] = Expire



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INDEX OF ITEMS - ALPHABETICAL

INDEX OF ITEMS - ALPHABETICAL

[C]

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Item: 4-A
EXPLANATION OF ABBREVIATIONS

EXPLANATION OF ABBREVIATIONS

[c]

ABBREVIATION	EXPLANATION
B.O.E.	Bureau of Explosives
C.F.R.	Code of Federal Regulations
CL	Carload
EDI	Electronic Data Interchange
FSAC	Freight Station Accounting Code
OPSL	<i>Official Railroad Station List (formerly known as Open and Prepaid Station List)</i>
RCAF	Rail Cost Adjustment Factor
SPLC	Standard Point Location Code
STB	Surface Transportation Board
STCC	Standard TransportationCommodity Code
UFC	Uniform Freight Classification
UP	Union Pacific
U.S.C.	United States Code
U.S.C.A.	United States Code Annotated



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Item: 5-B
GOVERNING RULES DOCUMENTS

GOVERNING RULES DOCUMENTS

[c]

This publication is governed, except as otherwise specifically provided herein, by the provisions of publications below as amended from time to time:

Bureau of Explosives	BOE 6000-series
Directory of Hazardous Materials Shipping Description	(Issued by RAILINC)
Official Railroad Station List	OPSL 6000-series
Standard Transportation Commodity Code	STCC 6001-series
Uniform Freight Classification	UFC 6000-series
Union Pacific Railroad Company Accessorial Tariff	UP 6004-series

Application of Official Railway Equipment Register is hereby cancelled. Please refer to <http://www.uprr.com/customers/equip-resources/index.shtml>.



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Item: 6
REFERENCE TO TARIFFS, ETC.

REFERENCE TO TARIFFS, CIRCULARS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this publication to tariffs, circulars, items, notes, rules, etc., such references are continuous and include revisions and supplements to and successive issues of such tariffs, circulars, items, notes, rules, etc.



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Item: 7-A
GENERAL EXPLANATION

GENERAL EXPLANATION

[c]

1. This circular sets forth terms and conditions under which the carrier(s) party hereto will provide transportation services for a shipper. The provisions of this circular shall be incorporated in a contract of carriage (bill of lading or shipping order) executed by shipper and carrier(s) party hereto for any transportation hereunder, and shall also be incorporated in all certificates, receipts, and other documents described within this circular.
2. Except as otherwise provided, all rates in exempt publications made subject to this circular, are subject to the rules and provisions described herein.
3. If any part, term, item, or provision of this circular is held by the courts or by any agency having or purporting to have jurisdiction over the circular or the shipper or carriers, to be unenforceable, illegal, against public policy, or in conflict with any federal, state, or local laws, such part, term, item, or provisions shall be considered severable from the rest of the circular.
4. The provisions of this circular and the transportation agreement executed by shipper and carriers shall constitute the entire contract for transportation between the parties and any law relating to common carriers shall not apply to carriers providing services under this circular.



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Item: 14-A
FUEL SURCHARGE ROUNDING INSTRUCTIONS

FUEL SURCHARGE ROUNDING INSTRUCTIONS

Fractions of dollars resulting from the application of a fuel surcharge will be dropped if less than fifty (50) cents and increased to the next whole dollar if fifty (50) cents or more.



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Item: 15-C
GENERAL RULES

GENERAL RULES

[c]

1. The terms which are in effect at the time a shipment is tendered are expressly incorporated in their entirety as part of this offer. For this particular purpose, tender occurs on the day in which the last boxcar that completes a given shipment is tendered to the carrier for transportation.
2. Any notation made on the shipping order or receipt which is in any way inconsistent with the terms of the Price Document, or which purports to enlarge, modify or change the Price Document is void and of no effect.
3. Any variation whatsoever from this circular or publications made subject hereto can only be accomplished through a document signed by a duly authorized officer of Union Pacific Railroad Co.
4. Rates and provisions are subject to change without notice.
5. Except as otherwise provided in this paragraph, each shipment shall be tendered with a properly executed shipping order or bill of lading. Shippers' bills of lading will be accepted. Electronic and telephone billing will be accepted where practical. Where electronic transmission or telephone billing is in effect, an executed bill of lading or shipping order will not be required. Shipments tendered with a customer's bill of lading or via a bill of lading transmitted by telephone or electronically shall be subject to Item 25.
6. Specific provisions or exceptions in this circular take precedence over general ones.
7. All rates subject to this Circular are further subject to the liability for Loss and Damage Provision in Item 122 unless shipper elects that a shipment(s) move subject to the full liability rate provision in Item 123 of this Circular or a specific exception is published to the contrary.
8. For purposes of determining the date on which a shipment was made, the waybill date will govern.



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Item: 17
METHOD OF CANCELLING ITEMS

METHOD OF CANCELING ITEMS

Unless otherwise provide, as this publication is amended, numbered items with letter suffixes cancel correspondingly numbered items. Letter suffixes will be used in alphabetical sequence, starting with A. EXAMPLE: Item 25-A cancels Item 25 and Item 2000-B cancels Item 2000-A, which, in turn, cancelled Item 2000.



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Item: 20
AVAILABILITY OF EQUIP & RIGHT TO REJECT

ITEM CANCELLED - For provisions to apply see Items 24 and 55.



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Item: 21
DOCUMENTS GOVERNING SHIPMENT

DOCUMENTS GOVERNING SHIPMENT

When a shipment is handled in joint line service, the origin line's shipping documents and exempt publication will govern shipments in cases of conflict with any other carrier's shipping document or publication.



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Item: 23
CAR SIZE SUBSTITUTION

CAR SIZE SUBSTITUTION

(Applicable only when specific reference is made hereto)

Union Pacific Railroad, at its sole discretion, may substitute larger boxcars for smaller boxcars ordered. Under this provision, shipper shall make the following notation on the original bill of lading:

"Boxcar _____ feet _____ inches in length, _____ feet _____ inches high and _____ feet _____ inches wide _____ ordered. Substituted boxcar furnished at convenience of Union Pacific Railroad. This load does not exceed that which could have been loaded in smaller car ordered."



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Item: 24
AVAILABILITY OF EQUIPMENT

AVAILABILITY OF EQUIPMENT

This offer to transport is subject to availability of appropriate equipment which will be determined by Railroad at its discretion at time equipment is requested. At times, equipment may not be available.



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Item: 25-A
TERMS & CONDITIONS

TERMS & CONDITIONS

[c]

Section 1.

- (a) The carrier's liability shall be that of warehouseman, only, for loss or damage, occurring after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made.
- (b) In case of quarantine, the property may be discharged at risk and expense of owners into quarantined depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, baring freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, not for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Section 2.

- (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.
- (b) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, that the carrier reimburse the claimant for the premium paid thereon.
- (c) Shipper shall be responsible for providing all railcar doors with seals. The carrier shall not be liable for shortage of lading unless there is physical evidence of unauthorized entry into the railcar while it was in the possession of the carrier. Shortage claims must be supported by seal records and actual loading and unloading records.
- (d) Where released valuation rates, subject to agreed valuation, are provided for articles shipped under the terms of this Circular or adopted classification and tariffs, the lowest assigned valuation shall apply, in the event of loss or damage, extent of liability shall be determined according to the released or agreed value which shall be deemed to relate to each pound separately and not to the shipment as a whole, except that if the shipper stipulates by declaring a higher actual valuation of the property, in the space provided for that purpose on the face of this bill of lading, that the rates and loss and damage liability provided for the declared value shall apply.

Section 3.

Except where such service is required as a result of carrier's negligence, all property shall be subject to necessary coeprage and bailing at owner's cost.

Section 4.

- (a) Property not removed by the party entitled to receive it after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the charge for storage imposed by the delivering carrier and to carrier's responsibility as warehouseman, only or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other charges, including a reasonable charge for storage.
- (b) Where non perishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within a reasonable time after notice of arrival shall have been duly sent or given, the carrier may sell the same to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale if disposition is not arranged.
- (c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may at its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: Provided, that if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
- (d) Where the procedure provided for in paragraphs (b) and (c) of this section is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other charges in the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.
- (f) Property destined to or taken from a station, wharf, or landing at which there is not regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotives or train or until loaded into and after unloaded from vessels.

Section 5.

No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles or extraordinary value not specifically rated in the Uniform Freight Classification 6000-series, unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Section 6.

Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Section 7.

- (a) All freight and other charges are payable by the shipper, consignor, consignee or beneficial owner immediately upon delivery. Acceptance by the consignee or beneficial owner of the property herein described shall be deemed acceptance by consignee or beneficial owner of responsibility for freight and other charges accruing on said property. The consignor shall be

liable for the freight and other charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges.

- (b) Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for freight and all other charges in respect to the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (1) is an agent only and has no beneficial title on said property and (2) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency in absence of beneficial title and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases, the shipper or consignor, or, in case the shipments are reconsigned or diverted, the beneficial owner shall be liable for such additional charges.
- (c) If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On the shipments reconsigned or diverted by an agent of the beneficial owner who has furnished the carrier in the reconsignment or diversion order with a notice of agency and a proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all applicable charges in connection wherewith, if the reconsignor or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges.
- (d) Nothing herein shall limit the right of the carrier to require at the time of shipment the prepayment or guarantee of the charges, if upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight and all other charges must be paid upon the articles actually shipped.
- (e) On shipments which were not prepaid, the destination carrier shall have the right to refuse to relinquish possession of the property moved under this bill of lading until freight and all other accrued charges have been paid. Shipments accepted by the billing carrier shall be subject to the billing carrier's credit terms. Where Union Pacific Railroad Co. is the billing carrier and grants credit, the shipper, consignor, consignee, or beneficial owner must pay freight and other charges within the time limits set forth in Rule 62-series, Uniform Freight Classification 6000-series.

Section 8.

- (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water, the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all terms and provisions of, and all the exemptions from liability contained in the Act of Congress of the United States according carriers by water a protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when the bill of lading becomes the bill of lading of the carrier by water.
- (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.
- (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or

damage resulting from the perils of the lakes, seas, or other water, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, transship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property and for docking and repairs. Except in case of negligence, such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon dock.

- (d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York, if the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, for machinery or appurtenance, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects of the unseaworthiness was not discoverable at the exercise of due diligence), the shippers, consignees, and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect to the cargo; and shall contribute with the ship owner in general average to the payment of any sacrifices, losses or expenses of a general average nature than may be made or incurred for the common benefit or to relieve the adventure from any common peril.
- (e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.
- (f) The terms "water carriage" in this section shall not be construed as including lirage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

Section 9.

Any alternation, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.



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Item: 50
COMBINATION RATES

COMBINATION RATES

Combination rates are **NOT** applicable when through rates are published.



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Item: 55
RIGHT TO REJECT

RIGHT TO REJECT

The railroad reserves the right to reject any shipment which does not comply with provisions of this circular. Failure of the railroad to reject a shipment which does not comply shall not make the railroad responsible for loss, damage or injury resulting from the nonconformity.



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Item: 75-A
ALTERNATIVE GATEWAY ROUTING

ALTERNATIVE GATEWAY ROUTING

[c]

For operating purposes, shipments may move via alternative gateways with connecting carriers.



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Item: 80-A
INTERMEDIATE APPLICATION - ORIGIN

INTERMEDIATE APPLICATION - ORIGIN

Rates do **NOT** apply for intermediate points of origin.



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Item: 85-A
INTERMEDIATE APPLICATION - DESTINATION

INTERMEDIATE APPLICATION - DESTINATION

Rates do **NOT** apply for intermediate points of destination



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Item: 97
PAYMENT OF CHARGES

PAYMENT OF CHARGES

The provisions of Rule 62, Uniform Freight Classification 6000 that are in effect on the waybill date, will be applied to shipments made under the terms and conditions of this publication.



UP 4-F

Item: 98-A
CLAIMS FOR OVERPAYMENT OF FREIGHT CHARGE

CLAIMS FOR OVERPAYMENT OF FREIGHT CHARGES

[c]

Claims for overpayments (including duplicate payments) for freight charges must be filed in writing within twelve (12) months from the date of the original freight bill. Suits for the recovery of overpayments of freight charges may not be instituted later than two (2) years from the date of the original freight bill. Overpayment claims or lawsuits for less than \$100.00 per freight bill shall not be filed and no claim shall be paid if the overpayment is found to be under \$100.00 per freight bill.



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Item: 111
LIABILITY OF CONSIGNEE & CONSIGNOR

LIABILITY OF CONSIGNEE AND CONSIGNOR FOR FREIGHT & OTHER CHARGES.

The liability of consignor, consignee and beneficial owner of shipment for charges arising out of this offer and its acceptance, through tender of shipment by consignor and through acceptance of delivery by consignee, is joint and several except as provided in Section 7 of Item 25.



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Item: 112-A
ACCESSORIAL RULES & CHARGES

ACCESSORIAL RULES & CHARGES

[c]

All documents referring to this publication are also governed by Tariff UP 6004-series in connection with demurrage, storage, reconsignment, diversion, weighing, overloads, and special trains and other miscellaneous accessorial services contained therein.



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Item: 114
MILEAGE ALLOWANCE

MILEAGE ALLOWANCE

Unless otherwise provided in the price/pricing document, Union Pacific Railroad will pay a mileage allowance for the use of private equipment in accordance with the provisions of Tariff RIC 6007-series.



UP 4-F

Item: 115
RENEGOTIATION

RENEGOTIATIONS

- A. If Railroad cannot perform its obligations as defined in an Agreement that references this Circular due to:
- (1) An action or actions by a rail carrier not a party to the Agreement. (Such action(s) include but are not limited to cancellation of a joint rate or through route, cancellation of a reciprocal switching arrangement or cancellation of a cooperative marketing agreement by a handling carrier under or over which Commodity is transported under the Agreement, or cancels absorption of switching charges at Origin(s) or Destination(s) not directly served by Railroad);
 - (2) Railroad, acting with regulatory permission abandons or ceases service on any rail line used for line-haul transportation under the Agreement,
- the portion of the Agreement affected by such action(s) shall terminate, and any party may initiate renegotiation of the affected portion of the Agreement.
- B. If a provision of the Agreement becomes invalid, illegal, or unenforceable by virtue of a change in law, regulations, or court decision, such provision shall be considered as having been severed from the Agreement and the remaining provisions of the Agreement shall continue in full force and effect; PROVIDED, HOWEVER, that if in the event of severance of such unlawful provision or any part thereof that the maintenance of the Agreement results in a material adverse effect on any party, the party suffering the material adverse effect may initiate renegotiation of the Agreement; and further PROVIDED, HOWEVER, that in no event shall competitive transportation proposals be grounds for renegotiation of the Agreement.
- C. Renegotiation as contemplated in clause (A) and (B) of this Renegotiation provision will be initiated by written notice to all parties. Renegotiated terms will be added to the Agreement using an addendum. If the parties cannot agree on new terms within thirty days of the written request for renegotiation, any party may terminate the Agreement by giving the other parties advance written notice which states when the termination will take effect.



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Item: 120
SUIT TO COLLECT CHARGES

SUIT TO COLLECT CHARGES.

In the event that suit must be filed to collect any charge or charges subject to the provisions of this publication, the amount sued upon shall include interest from the date of shipment at the maximum rate of interest allowed by law in the jurisdiction in which suit is filed. Court costs and reasonable attorney's fees shall be added to such principal and interest.



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Item: 121-A
PROVISIONS FOR CARGO INTO OR OUT OF MEXICO

PROVISIONS FOR CARGO MOVING INTO OR OUT OF MEXICO

1. General Application:

- A. This item applies to cargo moving into or out of Mexico by rail, by a United States rail carrier on a single through bill of lading where the bill of lading includes both domestic and international movements in Mexico. Subject to the terms set out in this Item and Publication, Union Pacific will provide coverage for cargo loss and damage that occurs within the United States of America while in the possession of domestic rail carriers. The Mexican rail carrier is responsible for all freight loss and damage coverage within Mexico.
- B. [c] Union Pacific will not provide coverage for freight loss or damage that occurs while cargo is in the possession of an international or a domestic rail carrier in a foreign country. Shippers on domestic shipments traveling into Mexico may, at their option, select the liability provisions set forth in 49 U.S.C.A., Section 11706 (Carmack) as explained in Item 123. In the event 49 U.S.C.A., Section 11706 (Carmack) is not selected, the liability provisions of this item will govern. Carmack liability protection is not available for shipments that originate in Mexico.
- C. Shippers that do not select Carmack liability expressly acknowledge that rail carrier and shipper have agreed to transport the cargo at a reduced rate and pursuant to the reduced liability provisions contained herein. Shipper acknowledges that "full liability" coverage is available from the rail carrier by contacting Union Pacific as set forth in Item 123.

2. Liability Provisions:

- A. Mexican Law. For shipments moving in Mexico, the rail carrier/party in possession will be liable pursuant to Mexican Law.
- B. Customs Delay. Domestic rail carriers will not be responsible for any loss or damage incurred as a result of delays encountered in U.S. Customs processing.
- C. Unlocated Damage. Domestic rail carriers shall not be responsible for unlocated loss or damage on any portion of an international move, unless clear and convincing evidence exists that such damage occurred in the United States of America and was due to the negligent handling of a domestic rail carrier.

All other terms, conditions, restrictions and provision of this publication and specifically Item 122, are expressly incorporated into this item for cargo moving into and out of Mexico.



UP 4-F

Item: 122-E
CARGO LOSS AND DAMAGE PROVISIONS

CARGO LOSS AND DAMAGE PROVISIONS

[c]

1. General Application

- A. Provisions of this ITEM take precedence over all other liability provisions contained in this publication, except where expressly modified.
- B. Any matters not covered in the publication will be governed by the terms of the Uniform Bill of Lading, 49 U.S.C.A., Section 11706 (Carmack) and C.F.R. 1005.
- C. On moves that originate in the United States of America, shippers may, at their option, select freight loss and damage liability provisions set forth in 49 U.S.C.A., Section 11706 (Carmack) as explained in ITEM 123. If 49 U.S.C.A., Section 11706 (Carmack) is not selected, the liability provisions of this item will govern.
- D. The shipper agrees to indemnify and hold harmless the Rail Carriers from any loss, damage, personal injuries or death resulting from the shipper's failure to comply with the provisions contained herein. Acceptance of a shipment by the Rail Carriers for transportation shall not be considered as a waiver of shipper's liability.
- E. Mexico. For shipments moving into and out of Mexico on a single through bill of lading, see the special liability provisions under Item 121.
- F. On shipments intended for export from the United States of America, Rail Carriers will not be liable for charges such as brokerage fees, fines, penalties, foreign marine or foreign country freight charges, import duties or other such charges on cargo that is lost, damaged or delayed in domestic rail transportation.
- G. Cargo Loss and Damage does not include any loss of damage(s) that arise out of shipments that are delayed in transit. Claims for Cargo Loss or Damage are limited to the specific amount of actual cargo loss or damage occurring to product.

2. Loading and Packaging Provisions

- A. All loading, bracing and blocking must comply with the applicable, Association of American Railroad's pamphlet or general information series publication or modifications approved by Union Pacific's Shipment Quality prior to shipment. Shippers are required to take all necessary additional steps to protect their product during rail transportation.
- B. material, hazardous waste or dangerous material is involved, the loading, bracing and blocking must comply with the Bureau of Explosive's Pamphlet and any other federal agency regulations governing shipments of such materials. Packaging for shipments of such materials must comply with the Bureau of Explosive's 6000 Series provisions. Union Pacific's Shipment Quality or Hazardous Materials Management must approve any modifications prior to shipment.
- C. In the event of a load shift, when it is determined by Carriers that there was insufficient or improper blocking and bracing, the shipper shall be responsible for all expenses, including the repair of damaged equipment, loss or damage to cargo, and transfer services. In addition, all charges, administrative, civil fines, storage and demurrage are due and payable in full before the railcar or the cargo is released.

3. Liability Restrictions

- A. The Rail Carrier/party in possession will be liable as at common law except as provided herein.
- B. Carriers will not be liable for loss, damage or delay caused by an act of God, public enemy, public offense, the authority of law, riots, strikes, acts of civil disobedience, inherent quality or characteristic of the commodity, natural shrinkage, an act or default of the shipper, owner or receiver or from shipments stopped and held in transit at the request of the shipper, beneficial owner or receiver.
- C. Carrier's liability will not exceed the actual amount of physical loss or damage sustained to the cargo plus any costs incurred through efforts to mitigate the loss or damage. Carriers will not be liable for special damages, consequential damages, indirect loss or punitive damages arising from loss, damage, suspected contamination, or delay to cargo, nor will carriers be liable for any losses attributable to fluctuation in the market value of the cargo. Furthermore, Rail Carriers will not be liable for any losses, direct or indirect, which result from an interruption of rail service, nor do Rail Carriers guarantee rail service on any scheduled time frame. Rail carriers will not be responsible for interest or attorney fees. Rail carrier's maximum liability for freight loss or damage will not exceed the liability of the billing party or the party tendering the cargo to the Rail Carrier.
- D. Union Pacific Railroad and its connecting United States of America and Canadian Rail Carriers are not liable for loss or damages occurring in Mexico. Unlocated loss or damages from international land transport shipments that do not break bulk or are not visibly checked at U.S.A./Canadian entry/embarkation points are excluded from liability coverage and claims may be subject to compromise or declination unless clear and convincing evidence exists that damage occurred during the U.S.A./Canadian rail transport.
- E. Unless amended by written agreement prior to shipment, Rail Carrier's liability for the contents of any rail vehicle will be limited to the destination value of the cargo or \$250,000.00, whichever is the lesser of the two amounts.
- F. Claims or lawsuits for less than \$250.00 shall not be filed and no claim shall be paid if the amount of the loss or damage is found to be under \$250.00 per shipment.
- G. In the event of an act or omission of any party involved in the transportation process; (shipper, carrier, receiver) is not the sole cause but contributes to any loss or damage, each party will be liable for only that portion of the loss or damage caused by its negligence.
- H. Rail carriers are not liable for temperature, corrosion or humidity related losses unless mechanical protective service is requested, paid for and carrier owned or leased equipment is used.
- I. Rail Carrier(s) will not be responsible for any claims on undamaged or unproven condition products without clear and convincing evidence such damage was caused by Rail Carrier(s). This includes any claims for expenses associated with re-work (inspection, handling, labor, carton cost, etc.) of pallets, units, lots, bags, sacks or individual cases of product.
- J. Rail carriers are not liable for loss or damage caused by defective equipment when such equipment is not owned, or leased by Rail Carriers.
- K. Cargo loss and damage claims presented to the Union Pacific will be resolved for the account of all domestic U.S.A. and Canadian Rail Carriers involved in the transportation of shipments moving under the authority of this publication, unless connecting Rail Carriers liability conflicts with the liability stipulated in this publication. In cases of such conflicts, Union Pacific reserves the right to resolve claims solely on behalf of Union Pacific.
- L. Carriers will not be liable for more than Two Hundred Fifty Dollars (\$250.00) per shipment for the amount of internal revenue taxes paid or determined and customs duties paid on distilled spirits, wines, and beer previously withdrawn from bond, which were lost, rendered unmarketable or condemned by a duly authorized official by reason of fire, flood, casualty, or breakage, destruction, or other damage (but not including theft) resulting from vandalism or malicious mischief, if such damage or disaster

occurred in the United States of America, and if such distilled spirits, wines or beer were held and intended for sale at the time of such disaster or other damage.

M. When a rail carrier provides railcars, consignor/shipper has the responsibility for inspecting the rail equipment, and rejecting any which is not in suitable condition to protect and preserve the lading during transportation. The rail carrier(s) shall not be liable for loss or damage to lading caused by defects in rail equipment that could have been discovered by reasonable inspection by consignor/shipper prior to loading.

N. In the absence of any other evidence, a seal breach will not create a presumption of loss or contamination.

4. Loss or Damage Verification and Disposition Provisions

A. Rail carriers have the right to inspect, weigh or reject shipments at origin, en route or at destination for non-compliance with the provisions contained in the applicable publications.

B. Carriers reserve the right to inspect damaged cargo. If Rail Carrier has notified shipper or consignee that Rail Carrier is invoking this right, as a condition precedent to recovery of any claims, the consignee must immediately notify the Rail Carrier upon discovery of any damage and allow destination Rail Carrier or its agent to inspect.

C. Failure of the Rail Carrier to inspect damaged cargo, for whatever reason, will not relieve the burden of the claiming party to establish that cargo was received in a damaged condition nor will it be considered an admission of liability by the Rail Carrier.

D. Shippers and/or consignee must mitigate damage situations by accepting the damaged cargo unless it is without salvage value. Shippers and/or consignees may not abandon damaged or partially damaged shipments to the Rail Carrier when the damaged shipments retain any value. The Rail Carriers may offer customers who retain damaged cargo an allowance in order to minimize the losses. Such allowances are granted for the purpose of minimizing losses and do not establish Rail Carrier liability. Product that is abandoned to the Rail Carrier in an undamaged condition shall be sold for account of whom concerned and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner.

5. Claims

A. As a condition of precedent for payment of a claim, claims must be filed in writing, via FAX or via E.D.I. within nine months of the delivery date or in the event of non-delivery, within nine (9) months of the expected delivery date. Such written or electronic communication shall comply with the minimum requirements contained in 49 C.F.R. 1005.2(b). Claims may only be submitted by the beneficial owner or a party to the transportation agreement.

B. In addition to the requirements of 49 C.F.R. 1005.2(b), all written claims must include the following documentation:

- (1) A demand for payment of a specific amount.
- (2) Information identifying the rail shipment including equipment initials and number, shipper and receiver's names, shipping date and commodity.
- (3) Origin records or certification as to the condition and quantity of the cargo at the time tendered to the origin Rail Carrier. If shortage is involved, origin seal records must be furnished.
- (4) Destination records as to the condition and quantity of the cargo at the time received from the destination Rail Carrier. If shortage is involved, destination seal records must be furnished.
- (5) Verification of the amount claimed such as certified invoices or repair bills.
- (6) Evidence as to the disposition of the damaged cargo.
- (7) Evidence that shipment was loaded in compliance with article 2A and B of Item No.122.
- (8) Carrier reserves the right to summarily deny any and all claims submitted that do not contain all or part of the aforementioned documentation.

C. All loss and damage cargo claims filed against the Union Pacific Railroad Company must be filed with:

Shipment Quality Services
Union Pacific Railroad
111 South Magnolia Street
Palestine, TX 75801
Telephone: 1-800-521-3253
Telefax: 1-800-527-3036 or 1-903-731-7708

D. Freight Loss and Damage Lawsuits (See ITEM 124).



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Item: 123-A
CARMACK LIABILITY

CARMACK LIABILITY

49 U.S.C. Section 11706 provides for full value liability and other liability terms for the carrier and the shipper. To make a shipment pursuant to the terms of 49 U.S.C. Section 11706, the shipper must comply with all of the following provisions.

1. Shipper must notify carrier no less than seventy-two (72) hours before the shipment is released for transportation that the shipper chooses Carmack Liability protection.
2. The shipper must have prepaid the Carmack Liability rate of the usual tariff rate plus 250%, unless special pricing authority is obtained by contacting Union Pacific Railroad Damage Prevention Services as described in Item 122.
3. The shipping instructions must note: (1) that the shipment is moving under 49 U.S.C. Section 11706 liability terms, and (2) that the shipment is subject to a specific pricing authority which shall be specifically noted.
4. Carmack liability coverage is not available for shipments that originate in Mexico.



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Item: 124
FREIGHT LOSS AND DAMAGE LAWSUITS

FREIGHT LOSS AND DAMAGE LAWSUITS

1. All lawsuits must be filed within eighteen (18) months from the actual, or in the event of loss of shipment, from the expected date of delivery by Railroad.
2. All lawsuits for freight loss or damage must be filed in the United States District Court, in Omaha, Nebraska



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Item: 125-C
RETURN OF REFUSED OR REJECTED SHIPMENTS

REFUSED OR REJECTED SHIPMENTS

[c]

Except as otherwise provided in individual pricing documents, if a shipment, which is covered by a Price Document that is governed by this publication, is refused or rejected at destination by the Customer or Customer's receiver by reason(s) not attributable to the rail carrier(s), and is not completely unloaded, the following will apply concerning the rate to be assessed in order to return the shipment to the original loading point:

1. The car being returned will be subject to the applicable rate in effect for the return move.
2. If there is no applicable rate published for the return of the car to its original loading point, then it may be returned to the original shipping point via reverse route of the original inbound movement at the applicable rate for the inbound shipment described in the Price Document that is applicable on the date the shipment is tendered for return (**See Exception**).

Exception: If the original inbound load was part of a shipment that was subject to multi-car or unit train rates, the return rate to be applied shall be the applicable single car rate and minimum weight published for the inbound move on the date the shipment is tendered for return.



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**Item: 126-A
SECURITY SEALS**

SECURITY SEALS

1. SECURITY SEAL APPLICATION

It is solely the decision of the shipper to determine the type of protection necessary to protect the cargo, including but not limited to the use of seals and security devices. Union Pacific Railroad does not apply or determine if seals or security devices are appropriate or adequate, except in the case of contamination (See Paragraph 2 below). Nor does Union Pacific Railroad, in all cases, inspect shipments for seal integrity. In the event that a seal or a security device is broken, or missing, the absence or breach of a seal will not create a presumption of contamination or theft without actual physical evidence. Documentation of the application of seals or security devices at origin is the responsibility of the shipper and the seal number(s) must be included, on the bill of lading or shipping instructions and in any claim application.

2. CARGO SUBJECT TO CONTAMINATION

- A. For Union Pacific to consider a claim for contamination of cargo the shipment must be sealed by the actual shipper or its agent and provide evidence of a process for securing, sealing and verification as listed below.
- (1) The minimum seal will be a barrier type seal meeting ASTM (American Society for Testing and Materials) standards, a cable seal 1/8 inch in diameter, a high security bolt seal, or their equivalent.
 - (2) All seals utilized by the shipper will be numbered and recorded on the bill of lading or shipping instructions.
 - (3) The rail car openings securement, sealing and verification process will include a minimum of two steps, first, the act of securement, and sealing to be accomplished by one employee and secondly either or both of the following;
 - (a) A visual verification of the securement and seals by a different employee or agent.
 - (b) Digital photographic evidence of the car number, each aperture, and each seal clearly indicating the seal integrity and identification marking; and the date and time the image was taken.
 - (4) The shipper will maintain for a minimum of one year a written record of the date and time of the securement and application of seal(s), the identity and signature of the person applying the seals, and the date, and time of the visual verification with the identity and signature of the person performing the visual verification.
- B. A variance from the above requirements can be obtained if prior to loading, the shipper or its agent obtains written approval from Union Pacific Railroad's Damage Prevention Services Department.
- C. Union Pacific will not pay any claim for cargo contamination unless the above minimum standards are met.

3. [c] ALTERNATE PROTECTION

A. Protection for contamination may be obtained without compliance with the above requirements by providing proof of a surcharge payment of \$500 per carload and satisfaction of all of the following provisions

- (1) Shipper must notify carrier no less than 120 hours before shipment is released for transportation that the shipper elects the alternative protection.
- (2) All openings must be sealed and the seal numbers recorded on the Bill of Lading or shipping instructions.
- (3) The shipping instructions or Bill of Lading must note that "shipment is moving under alternate protection provision to Security Seals Item."
- (4) Alternate Protection coverage is not available for shipments that originate in or are destined to Mexico.



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Item: 139
INDEMNIFICATION

INDEMNIFICATION

Shipper indemnification

1. The shipper is solely responsible for and will defend, indemnify and hold harmless rail carrier against all property loss or damage, injury, death or any other liability, including fines, rail carrier costs, late payments, attorney fees and expenses resulting from any spill, response, mitigation, cleanup or disposal due to the shipper's non-compliance with the terms and conditions contained in this circular.
2. The shipper will assume all legal defense against any third-party claims for damage due to failure to comply with the obligations contained in this circular.
3. The shipper is solely responsible for and will defend, indemnify rail carrier against any property loss, damage, injury or death arising directly or indirectly from tendering unacceptable articles, or improperly tendering restricted or forbidden articles as set forth in Item 155 and will defend, indemnify and hold rail carrier harmless from any responsibility, including any related costs and expenses.
4. The shipper is solely responsible for and will defend, indemnify and hold rail carrier harmless against any loss, damage, or injury due to any defects in privately owned or leased equipment, or due to the presence of any trace of chemicals or contaminants in the commodity which are not described in the commodity's proper shipping name.
5. The shipper agrees to indemnify, defend and hold harmless the carriers from all claims and/or lawsuits for loss or damage, brought by any person(s) or entity(ies) alleging property loss and/or personal injury and/or death arising out of or resulting from any act and/or omission of the shipper, and specifically from all claims and lawsuits resulting from the shipper's failure to comply with the terms and provisions contained in this Circular, relating to the railroad's transportation, storage and/or custody of the subject shipment, including any judgments, settlements, costs, attorney fees and other expenses.



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Item: 145-A
HAZARDOUS MATERIALS

HAZARDOUS MATERIALS

[c]

1. Shipments of hazardous materials and hazardous substances are subject to US/DOT regulations as reprinted in Bureau of Explosives Tariff BOE-6000 series.
2. In tendering to the carrier a shipment of hazardous materials or hazardous substances, the consignor must:
 - A. Properly describe the material in providing in the shipping instructions the description for each hazardous material as required in the DOT's hazardous material regulations, 49 C.F.R., Part 172, Subject C.
 - B. If the Union Pacific is the first transporting carrier, certify that the materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation in accordance with DOT regulations.
 - C. Comply with the terms and conditions of the current version of Union Pacific Rules Circular 6601.
3. Prohibited articles: Carrier will not accept the following articles in boxcar service unless special arrangements are made or specific rates are published in the current price lists.
 - A. Hazardous wastes regulated by the DOT and EPA, as described in Part 261, Title 40, Code of Federal Regulations.
 - B. The following hazardous materials, as described in Bureau of Explosives Tariff 6000-Series: Division 1.1, 1.2, 1.3, or 1.4 (explosives) as described in the current edition of Tariff BOE 6000.
 - C. Radioactive materials, Class 7 as described in the current edition of BOE 6000.
 - D. Waste materials, hazardous, having no reclamation value as described in Part 261, Title 40, Code of Federal Regulations.
 - E. Ammunition and ordinance as described in Item 5910 through 6030 and 72705 through 72781 of the uniform freight classifications.
 - F. Storage batteries, electric, assembled, old, spent without chemicals, having value for reclamation of materials.
 - G. Anymaterials in Division 6.1 or any other material with a subsidiary hazard of Division 6.1.
4. Failure to disclose to the carrier the presence of a hazardous material, hazardous substance, or hazardous waste, or failure to comply with the requirements in paragraph 2 above shall make the consignor liable for all loss and damage sustained by the carrier, its employees or by third parties resulting in whole or in part from such failure to comply. Consignor will also be held responsible for the cost, if any, incurred by the carrier of decontamination and/or rehabilitation of the railcar with regard to which the consignor failed to comply with requirements in this item; and consignor shall further indemnify and save harmless the carrier from the cost of any spill, response, mitigation, clean up and ultimate disposal resulting from failure to comply with this item.

5. If a shipment requires adjustment, recovering, or repacking in transit, the consignor is required to pay the cost unless necessitated by proven negligence on the part of the carrier.



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Item: 155-D
RESTRICTED ARTICLES

RESTRICTED AND FORBIDDEN ARTICLES

[c]

1. The following items are forbidden and carriers will not accept the responsibility for the following articles unless special arrangements are made and paid for prior to shipment. Cargo shipped in violation of this Item will be assessed a surcharge fee of **\$1,420.00** per railcar and an administrative fee of **\$135.00** per incident. In addition, all demurrage fees will continue to accrue. All charges are due and payable at the time the shipment is released.
 - A. Coal or coke.
 - B. Hazardous materials, hazardous waste, or liquids, corrosives, as described in the current edition of DOT CFR 49, Haz Mat Regulations.
 - C. Blacks (carbon gas or oil black), lamp black or vegetable blacks, dry NEC, not activated, no dyes nor dye stuffs, except when shipments are palletized and shrink wrapped, or when loaded within a 59" x 48 1/2" x 66 1/2" or 56" x 46" x 47 3/4", 600 LB double wall corrugated fiberboard container, treated for moisture resistance, lined with a minimum 10 ML polyethylene material, secured to the pallet with neoprene based adhesive and either covered with a lid that fits over the base, secured to the pallet by steel strapping, or the top flaps being sealed with neoprene adhesive (subject to lading procedures designed by Union Pacific Railroad Damage Prevention Services).
 - D. Dry cell batteries, (electric) spent, having value for reclamation of materials STCC 40-291--35. Storage batteries, electric, assembled, old, spent, without chemicals, having value for reclamation of materials STCC 40-291-36.
 - E. Municipal garbage waste, solid, digested and ground fertilizer material. STCC 40-291-14.
 - F. Municipal garbage wasted, solid, digested and ground, other than sewage waste or fertilizer. STCC 40-291-14.
 - G. Hides, furs, pelts, or skins, green or green salted.
 - H. Sodium compounds. STCC 28-133-series.
 - I. Carriers reserve the right to refuse commodities in addition to those listed above, at their sole discretion.
2. Carriers will not accept the following articles in boxcar service unless special arrangements are made or specific rates are published in the current price list.
 - A. Property of Extraordinary Value. Generally those items where the size of the item bears little relationship to the value of the cargo or an item whose value cannot be accurately accessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses, animals, jewelry, other than costume or novelty; postage stamps affixed; United States Post Office Mail of any class; precious metals or articles manufactured therefrom; precious stone, revenue stamps; antiques; 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 railcar load of the articles is worth more than \$250,000.00.

- B. Airplanes or airplane parts, airplane components, helicopters, helicopter parts or components or any other instrumentality used for flying.
- C. Marine vessels of any kind including ships, boats, canoes, launches, yachts or sailboats.
- D. Fresh fruits or vegetables.
- E. 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.
- F. Military communication outfits, as described in Item 73785 of UFC 6000-Series.
- G. Military impediments, as described in Items 69050 to 69053 of UFC.
- H. Used household goods.
- I. Used machinery or equipment.
- J. Animals, game, pigeons, 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.
- K. Stuffed or mounted animals, or fish; or trophy animals or fish.
- L. Ceramics, pottery, glassware, crystal, and china other than those shipped at a released value of \$.35 cents per pound.
- M. Fish, shellfish, crustaceans, fresh or frozen.
- N. Ice, ice cream and frozen novelties.
- O. Medical equipment, medical supplies, or medical hardware including x-ray machines, CT scanning devices or MRI devices. Medicine, drugs, pharmaceuticals, prescription or non-prescription.
- P. Motor vehicles of all kinds, whether fully or partially assembled, including but not limited to: passenger, industrial, recreational, agricultural, motorcycles or all terrain vehicles.
- Q. Trailers, modular housing, pre-fabricated housing, modular or pre-fabricated offices, carts, freight or passenger. Buildings, houses or offices, fabricated or portable.
- R. Plants, living or fresh cut including christmas trees, floral or nursery stock.
- S. Hot items or items subject to spontaneous combustion.
- T. Carriers reserve the right to refuse to accept commodities in addition to those listed above, at their sole discretion.



UP 4-F

Item: 158
WEIGHING ANIMAL PROTEINS

WEIGHING-ANIMAL PROTEINS

(Item Cancelled, See Item 5070 of UP 6004-series)



UP 4-F

Item: 160-A
RELEASE VALUE RATES

RELEASED VALUE RATES

[c]

1. When shipments are moving under Freight, All Kinds rates, the following will apply:
 - A. The articles will be accepted for transportation at the rates named in publications made subject to this Circular provided the released valuation is entered on the shipping order and bill of lading in the following form:

The agreed or declared value of commodities included in this (boxcar) shipment is hereby specifically stated by the shipper to be not exceeding the released valuation as provided for in the Uniform Freight Classification. When more than one released valuation is provided for any commodity included in this shipment in the Uniform Freight Classification the lowest valuation for that commodity will apply as a released valuation.

(Signature of Consignor)

 - B. When the foregoing statement is properly executed the rates subject hereto will take precedence over all other rates not subject to released value, provided the released rates result in lower freight charges. If lower freight charges do not result, the release will be deemed not to have been executed and the rates subject hereto will have no application.
 - C. If the shipper declines to execute the above statement or designates a value for the article exceeding that specified, the article will not be accepted for transportation at the rates subject hereto.
 - D. If the shipper does not execute the agreed or declared value statement by failure to sign, and the carrier does accept the article for transportation at the rates subject hereto, the carrier shall not be responsible for an amount exceeding the lowest valuation as provided for in the Uniform Freight Classification.
 - E. The released value shall be deemed to relate to the gross weight of each shipping package separately if shipped in packages, or to each pound separately if shipped loose, and not to the shipment as a whole. In case of loss or damage to a portion of the shipment the amount recoverable will be the released value per pound multiplied by the weight of the loss or damage portion, but not more than actual loss or damage.



UP 4-F

Item: 165
NON-APPLICATION OF UFC

NON-APPLICATION OF UNIFORM FREIGHT CLASSIFICATION 6000-SERIES RULES 10, 24, AND 34.

(Applicable only when specific reference is made to this item)

Rates are not subject to Rules 10, 24 and 34 of Uniform Freight Classification 6000-Series nor exceptions thereto.



UP 4-F

Item: 166
NON-APPLICATION OF STOP-OFF TARIFFS

NON-APPLICATION OF STOP-OFF TARIFFS

(Applicable only when specific reference is made to this item)

Rates will not apply in connection with marriage rules published in Stop-off Tariffs covering stop-off to complete loading which provides handling in separate cars originating at stop-off points.



UP 4-F

Item: 190
EXPORT/IMPORT AT BATON ROUGE

APPLICATION OF RATES ON EXPORT, IMPORT OR COASTWISE TRAFFIC BETWEEN BATON ROUGE, LA AND WEST BANK PORT FACILITIES OF THE GREATER BATON ROUGE PORT COMMISSION

Line haul rates via UP from or to Baton Rouge, LA applicable on export, import, or coastwise traffic will also apply from or to the East Bank Facilities of the Greater Baton Rouge Port Commission.



UP 4-F

Item: 200
COONNECTING LINES RULES & CHARGES

CONNECTING LINES RULES & CHARGES

1. Rules and accessorial charges published by connecting lines will apply when shipments are on those connecting lines.
2. Accessorial charges will accrue to the carrier performing the service.



UP 4-F

Item: 210
ALTERNATIVE ROUTING BETWEEN CSXT & UP

ALTERNATIVE ROUTING IN CONNECTION WITH CSXT AND UP

When cars are routed and rates are applicable via the lines of CSXT and UP, the CSXT and UP, in order to promote operating efficiency and economy and expedite the movement of this traffic, reserves the right to move traffic via CSXT (Salem, IL) UP or vice versa in lieu of CSXT (E. St. Louis, IL) UP or vice versa.



UP 4-F

Item: 213
ALTERNATIVE ROUTING VIA UP

ALTERNATIVE ROUTING VIA UP

1. In order to permit operating efficiency and expedite the movement of traffic, Union Pacific Railroad Company reserves the right to move traffic over any of their lines, or any part of their lines, for that portion of any route applying via any of these lines.
2. On any traffic handled via alternative routing, the rate to apply will be that which is applicable via the route originally designated.
3. The provisions of paragraphs A and B above do not deprive the shipper or owner of the property of any right or privilege to which he may have been entitled via the route originally designated.



UP 4-F

Item: 215
DEMURRAGE - COTTON SEED

DEMURRAGE - FREE TIME FOR BOXCAR SHIPMENTS OF WHOLE COTTON SEED AND COTTON SEED MEAL AND HULLS

(Item cancelled - see Item 2115 of UP 6004-series for provisions)



UP 4-F

Item: 222
CHICAGO TERMINAL SWITCH ABSORPTION

CHICAGO TERMINAL SWITCH ABSORPTION

Switching charges of Chicago Terminal Railroad (CTM) will be absorbed up to \$250 per car.



UP 4-F

Item: 235
APPLICATION OF INCREASES IN RATE/CHARGE

APPLICATION OF INCREASES IN RATES OR CHARGES

1. Except as provided in Paragraph 2, fractions resulting from percentage increases will be dropped if less than a half-cent and increased to the next whole cent if a half-cent or more.
2. When rates or charges are expressed in whole dollars or in dollars and cents per car or shipment, fractions of dollars resulting from the application of percentage increases will be dropped if less than fifty cents and increased to the next whole dollar if fifty cents or more.



UP 4-F

Item: 255-D
GENERAL DIMENSION & WEIGHT LIMITATIONS

**GENERAL DIMENSION AND WEIGHT LIMITATIONS ON UP
SEE NOTES 1 & 2**

[c]

Union Pacific Railroad's Clearance Department must be contacted with a written request to obtain advance authorization for shipments which would not conform to dimension and weight limitations listed below (see Exceptions 1 & 2). Requests can be submitted via fax to 800-228-5976, while any questions can be directed via voice at 800-544-0541.

1. Shipments moving on Union Pacific Railroad are subject to the following car loading limitations:
 - A. Gross weight of shipment (railcar plus lading) in 4 axle railcars must not exceed maximum gross track weight limitation of 268,000 pounds (see Note).
 - B. Lading weight must not exceed the stenciled load limit of the railcar.
 - C. Lading must not exceed maximum height of 15 feet 10 inches above tracks.
 - D. Lading must not exceed maximum width of 10 feet 6 inches.
2. All open shipments loaded on flatcars must be inspected and approved for movement by a local UP mechanical inspector.
3. Railcars not in conformance with UP's dimension or weight limitations, which are tendered for shipment without having received prior clearance, may be subject to additional charges for overweight or improperly loaded railcars.

EXCEPTION 1: Repetitive movements of shipments, loaded in cars exceeding 268,000 pounds gross weight which otherwise are in conformance with UP dimension and weight limitations, require advance authorization only for the initial shipment. If origin, destination, or physical route is changed for an existing repetitive move, new advance authorization must be secured.

EXCEPTION 2: Shipments moving in established Unit Train Service are not required to secure advance authorization for movements loaded in cars exceeding UP's standard 268,000 pound gross weight limitation, but are subject to all applicable operating safety rules and regulations.

NOTE 1: For shipments that originate on the Union Pacific, a charge of **\$500.00** will be assessed to prepare and provide a dimensional load clearance file. Preparation will **NOT** begin until payment is received.

NOTE 2: Additional information regarding Gross Weight on UP lines is available at Union Pacific's Website (www.up.com).



UP 4-F

Item: 275
MECHANICAL PROTECTIVE SERVICE & DTNTN

MECHANICAL PROTECTIVE SERVICE (MPS) AND MPS DETENTION OF MECHANICAL REFRIGERATOR CARS.

While on the Union Pacific Railroad Co., all shipments moving in mechanical refrigerator cars having UPFE car marks shall be subject to all rules, provisions and charges found in UPFE Exempt Circular 1-series.

All shipments made in cars have other markings shall be subject to the rules, provisions and charges of circulars issued or adopted by the car owner.



UP 4-F

Item: 278-F
CAR CLEANING CHARGE

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

For billing purposes use the following rate authority: UP 4-F-278-F

STCC/GROUP	STCC	DESCRIPTION
ALL STCCS	01-48	Farm Products / Waste Hazardous Materials Or Waste Hazardous Substances

GENERAL RULE ITEM 278

CAR CLEANING CHARGE

[c]

Prior to releasing to UP any empty UP owned, leased or controlled equipment, consignee must remove all:

- lading (unless otherwise provided by applicable rate tariff),
- non-railroad owned dunnage,
- blocking,
- bracing,
- strapping,
- spillage,
- debris, and
- any other non-railroad owned material that was part of the inbound shipment.

This includes but is not limited to nails, boards, wood, cardboard, seals not removed and banding attached to car floor and/or sidewalls. Failure to meet the above requirements will result in an assessment of a "Dirty Car" charge of **\$705.00**. This charge will be assessed to the party (shipper or receiver) last having control of the equipment

For additional information regarding loading and unloading of railcars please refer to the Uniform Freight Classification 6000-series, Rule 27, which can be found at:

<http://www.narps.net/UFC%206000/6000-M.pdf>

APPLICATION AND DIVERSION DEMURRAGE CHARGES

APPLICATION AND DIVERSION DEMURRAGE CHARGES		
COLUMN	DIVERSION DEMURRAGE APPLICATION RULES	
1.	DIVERSION DEMURRAGE charges are in U.S. dollars Per Car and apply under these conditions:	
	Col 1 Amount	Route Code/Group
STCC Group: ALL STCCS GROUP		
From: ALL LOCATIONS GROUP		
To: ALL LOCATIONS GROUP	A 705.00	UP

APPENDIX A ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS	
ALL LOCATIONS GROUP	SOUTH DAKOTA *
ALBERTA	SINALOA *
AGUASCALIENTES *	SASKATCHEWAN *
ALASKA *	SAN LUIS POTOSI *
ALABAMA *	SONORA *
ARKANSAS *	TLAXCALA *
ARIZONA *	TAMAULIPAS *
BRITISH COLUMBIA *	TENNESSEE *
BAJA CALIFORNIA *	TEXAS *
CALIFORNIA *	UTAH *
CHIAPAS *	VIRGINIA *
CHIHUAHUA *	VERACRUZ *
COLIMA *	VERMONT *
COLORADO *	WASHINGTON *
CONNECTICUT *	WISCONSIN *
COAHUILA *	WEST VIRGINIA *
DISTRICT OF COLUMBIA *	WYOMING *
DELAWARE *	ZACATECAS *
DISTRITO FEDERAL *	
DURANGO *	
ESTADO DE MEXICO *	
FLORIDA *	
GEORGIA *	
GUANAJUATO *	
GUERRERO *	
HIDALGO *	
HAWAII *	
IOWA *	
IDAHO *	
ILLINOIS *	
INDIANA *	
JALISCO *	
KANSAS *	
KENTUCKY *	
LOUISIANA *	
MASSACHUSETTS *	
MANITOBA *	
MARYLAND *	
MAINE *	
MICHOACAN *	
MICHIGAN *	
MINNESOTA *	
MISSOURI *	
MORELOS *	
MISSISSIPPI *	
MONTANA *	
NAYARIT *	
NEW BRUNSWICK *	
NORTH CAROLINA *	
NORTH DAKOTA *	
NEBRASKA *	
NEWFOUNDLAND *	
NEW HAMPSHIRE *	
NEW JERSEY *	
NUEVO LEON *	
NEW MEXICO *	
NOVA SCOTIA *	
NORTHWEST TERRITORIES *	
NEVADA *	
NEW YORK *	
OAXACA *	
OHIO *	
OKLAHOMA *	
ONTARIO *	
OREGON *	
PENNSYLVANIA *	
PRINCE EDWARD ISLAND *	
QUEBEC *	
PUERTO RICO *	
PUEBLA *	
QUERETARO *	
QUINTANA ROO *	
RHODE ISLAND *	
SOUTH CAROLINA *	

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: December 1, 2008
Effective: January 1, 2009

UP 4-F

Appendix A Page: 1 of 1
Item: 278-F



UP 4-F

Item: 280-A
FREIGHT LOADED ON PALLETS, ETC

FREIGHT LOADED ON PALLETS, PLATFORMS, SKIDS, RUNNERS OR RISERS (Applicable only on boards or sheets - STCC 243 and 249, also beer, ale, porter, stout, etc. - STCC 20-821, and proprietary antifreeze preparations in boxcars - STCC 28-999-15).

When freight is loaded on pallets, platforms or skids, with or without standing sides or ends, but without tops (see Note 1), or in bundles or packages loaded on runners or risers (see Note 2), no charge will be made for the transportation of the pallets, platforms, skids, runners or risers, provided shipper specified the weight of the pallets, platforms, skids, runners or risers on Transportation Agreement.

[c] Pallets, platforms or skids constituting part of equipment of car will be transported without charge while in boxcars on both loaded and empty movements. The consignors and consignees of such equipped boxcars may remove such pallets, platforms or skids provided they replace in the boxcar a like number of pallets, platforms or skids of identical size and construction (see Ex-ception 1). Failure to replace interior devices in rail carrier owned or supplied boxcars will result in assessment of charges equal to the current replacement value of such devices.

[c] Exception 1: When boxcars are owned or leased by consignor or consignee and are moving in assigned service, such pallets, platforms or skids may be removed by consignee and may be returned in other boxcars moving in the same assigned service, so equipped, which are also owned or leased by consignor or consignee. All such pallets, platforms or skids returned must have been received under load in rail inbound movement.

Note 1: When material, not a part of the pallet, platform or skid, is used to protect top of lading or to secure the load to pallet, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not for the weight of other material.

Note 2: Will apply to the actual weight of runners or risers used under bundles or packages to permit use of fork lift trucks, but not to the weight of other materials used to protect the lading or to secure the load to the runners or risers.



UP 4-F

Item: 282-A
EMPTY RACKS USED FOR AUTO PARTS

EMPTY RACKS USED FOR TRANSPORTING AUTO PARTS

[c]

The provisions of this item will not apply to shipments in RAILBOX cars with reporting marks, "ABOX" or "RBOX.

- A. When shipments of automobile parts are made in shipper's racks, crates, trays or bins, or with braces, brackets, spacers, spacer bars or protection shields or when shipper's racks, crates or bins are used as restrainers or spacers or when necessary empty shipper-owned bins are placed in a carload to handle the return of hold down brackets or spacer bars, and loaded in cars owned by the origin road haul carrier or carriers participating in the movement and or cars assigned for return to origin, they may be transported at the net weight of each shipment not including the weight of any such shipping containers or devices. The rates applicable to said net weight shall include the return of said shipping containers or devices or parts thereof, provided the cars used on the inbound movement to the plant location and there unloaded, are utilized for the return movement of such shipping containers or devices or parts thereof, to the point of origin of loaded movement via a route which is the reverse of the route used in the loaded movement of such shipping containers or devices.

- B. When the above shipper-owned shipping containers or devices, or parts thereof, are returned in boxcars with mechanical designation "XM", shipper must furnish shipping instructions prior to such cars being pulled from their siding that the shipper-owned shipping containers or devices, or parts thereof therein are being returned to (name of original shipper at destination) via (designated route) certifying that such shipper-owned shipping containers or devices, or parts thereof, were received loaded via the reverse of the foregoing designated route and are entitled to return transportation in accordance with this item. Failure to comply with these provisions will result in the otherwise lawful rates being assessed for the return transportation of such shipper-owned shipping containers or devices, or parts thereof.

For car characteristics, see https://c01.my.uprr.com/oto_umlrinq/secure/index.jas.



UP 4-F

Item: 285
INPR SURCHARGES

INPR SURCHARGES

Rates published via UP, from/to all locations served by Idaho Northern and Pacific Railroad (INPR), are **NOT** subject to surcharges established by INPR.



UP 4-F

Item: 290
VOLUME REQUIREMENT CERTIFICATION

VOLUME REQUIREMENT CERTIFICATION

(Applicable only when specific reference is made hereto)

Within thirty (30) days from the end of the period of an agreement, "shipper" shall furnish the Union Pacific Railroad certification stating that volume requirements have been complied with and will; upon request, permit Union Pacific Railroad Company representative to inspect "shipper's" shipping documents in order to verify that the certification is correct.



UP 4-F

Item: 295
FORCE MAJEURE

FORCE MAJEURE

If any party to any agreement referring to this rules circular is unable to meet its obligations under this agreement as a result of acts of God, war, insurrection, strikes, [c]embargoes, derailments, or any like causes beyond its control, then the obligations of that party shall be suspended for the duration of the "force majeure," provided, however, that the party shall make all reasonable efforts to continue to meet their obligations during the duration of the "force majeure." For the purpose of determining "shipper" volume commitment, for a period in which "force majeure" is invoked, the volume requirement shall be reduced by 1/361 for each day that "shipper" is prevented by the "force majeure" from tendering traffic under this agreement. The party invoking "force majeure" shall also promptly give notice of the cessation of the "force majeure." The suspension of any obligations under this provision shall not cause the term of the agreement to be extended and shall not affect any rights accrued under the agreement prior to the occurrence of the "force majeure."



UP 4-F

Item: 325
ALTERNATE ROUTING VIA UP

ALTERNATE ROUTING VIA UP

1. Where shipper designates routing which includes UP under a price document governed by this circular, UP may move the traffic over any UP routing between origin, destination or interchange points.
2. This provision applies only to the UP's portion of shipper designated routings. It does not authorize substitution of interchange points with connecting roads.
3. The provisions of paragraphs 1 and 2 do not deprive the shipper or owner of the shipment of any right or privilege applicable via the route originally designated.



UP 4-F

Item: 340-C
GRAIN PROD HELD FOR BILLING

GRAIN PRODUCTS OR FEED HELD FOR BILLING

When a car of Grain Products or Feed is loaded at an industry on the UP tracks and billed "Union Pacific hold track for billing", and billing is furnished by other than the industry loading out the car, a charge of **[i] \$360.00** per car will apply.



UP 4-F

Item: 395
NON-ALTERNATION OF RATES

NON-ALTERNATION OF RATES

Except as otherwise provided in individual publications, rates and rules contained in specific contracts and letter quotes have precedence over rates in Tariffs, Exempt Circulars or Rate Sheets covering the same movement.



UP 4-F

Item: 400-A
APPLICATION OF SELECTIVE PRICE INCREASE

APPLICATION OF SELECTIVE PRICE INCREASES.

[c]

The applicable increase to assess in connection with a rate which applies on two or more commodities taking different increases will be the lowest increase, including 0%, which applies to any one of the commodities.



UP 4-F

Item: 410
RETURN OF PALLETS, ETC, FRM FOOD SHPMNT

RETURN OF PALLETS, BINS, OTHER REUSABLE SHIPPING DEVICES AND DUNNAGE FROM FOOD AND BEVERAGE SHIPMENTS.

1. CONDITIONS TO QUALIFY FOR EMPTY RETURN RATES PROVIDED IN UP 203-SERIES:
 - A. The Bill of Lading that Customer tenders to Railroad must identify the shipment as empty pallets, bins, other reusable shipping devices and dunnage using the applicable seven (7) digit Standard Transportation Commodity Code (STCC No.) within the 42-312-series.
 - B. Shipment must be made via reverse route of the loaded inbound movement to destination. Shipments not made via the reverse route will not qualify for the Return Rates and will be assessed a rate to be determined at Railroad's sole discretion.
 - C. Identity of the original inbound railcars, which MUST include:
 - (1) Equipment markings of each inbound loaded rail car
 - (2) Shipment date of each inbound loaded railcar.
 - (3) Number of Empty Pallets, Bins, other Reusable Shipping Devices and amount of Dunnage associated with each identified inbound shipment.
 - D. Customer is allowed to return the Empty Pallets, Bins, other Reusable Shipping Devices and Dunnage from no less than five (5) inbound loads in one (1) return load. No more than the total number of pallets, bins, other shipping devices or dunnage from the inbound loads will be accepted for the return shipment.
 - E. The return of Empty Pallets, Bins, other Reusable Shipping Devices and Dunnage must be made within one hundred eighty (180) days from the date of the inbound load.
 - F. Reconsignment and diversion of the return load is permitted, and, an additional charge will apply. Customer shall contact its Union Pacific Railroad Sales representative for the rate to apply to any diverted or reconsigned load.



UP 4-F

**Item: 420-A
RETURN OF PALLETS**

RETURN OF PALLETS, PALLET SIDES, PLATFORMS OR SKIDS (See Exception).

[c]

Rates contained in this circular will include the return of used pallets, used pallet sides, used pallet posts, used platforms, used tote bins, wooden, collapsed, or used skids from billed destination, where the inbound cars are released empty, to one origin station via reverse route of that used on one of the cars comprising the inbound movement, subject to the following:

- A. Shipment must be made in one car containing the pallets, pallet sides, platforms, pallet posts, tote bins, collapsed, or skids used in the loading of no less than five carloads of commodities billed at rates provided in this circular. The bill of lading covering the return movement must show the number of pallets, pallet sides, platforms, pallet posts, tote bins, collapsed, or skids contained in the car. (Subject to NOTE)
- B. Shipper must either:
 - (1) Surrender with the bill of lading, covering the return movement, inbound freight bills or copies thereof for no less than five (5) cars which freight charges were computed on a minimum weight or actual weight whichever is greater, for each car used of not less than 40,000 lbs. and dated no earlier than 180 days before the date of the bill of lading covering the return movement. Each freight bill or copy surrendered must show the number of pallets, pallet sides, pallet posts, tote bins, collapsed, platforms or skids contained in the inbound car. No more than the total number of pallets, pallet sides, platforms, pallet posts, tote bins, collapsed, or skids, shown on all inbound freight bills or copies surrendered for shipments moving under rates in this circular will be accepted for the return shipment, or
 - (2) Furnish with the bill of lading covering the return movement, certification (in form and content as shown below) in writing signed by the person who signs the bill of lading, for no less than five (5) cars on which freight charges were computed on a minimum weight or actual weight, whichever is greater, for each car used of not less than 40,000 lbs. and covered by inbound freight bills dated no earlier than 180 days before the date of the bill of lading covering the return movement. No more than the total number of pallets, pallet sides, platforms, pallet posts, tote bins, collapsed, or skids certified for shipments moving under rates in this circular will be accepted for the return shipment.

CERTIFICATE

This is to certify that the freight bills or cars listed below had freight charges computed on a minimum weight or actual weight, whichever was greater, for each car used of not less than 40,000 lbs. and were dated no earlier than 180 days before the date of the bill of lading covering the return movement.

SIGNED _____

(Specifically listing the: Car Number, Origin, Destination, Freight Bill Number, & Date)

- C. No transit, reconsigning or diversion privileges are permitted on the return movement

NOTE: If fewer pallets, pallet sides, platforms, pallet posts, tote bins, collapsed, or skids are returned than the total number shown on the freight bills surrendered, no credit will be allowed for the difference in the total shown on the freight bills that are surrendered and the actual number that are returned under the provisions of this Item. Inbound freight bills, copies thereof or certification may not be surrendered more than once.

EXCEPTION: This Item does NOT apply on return shipments of Empty Pallets, Bins, other Reusable Shipping Devices and Dunnage from Food and Beverage rail shipments (STCC 20-series), for application see Item 410.



UP 4-F

Item: 510
THIRD PARTY BENEFICIARIES

THIRD PARTY BENEFICIARIES

The terms and provisions of any publication(s) making reference to this circular are intended for the sole benefit of the parties to the respective publication and shall be considered binding upon their respective successors and assigns. Nothing is intended or may be construed to give any person, firm, corporation or other entity, other than the respective parties thereto, their permitted successors and permitted assigns, and their affiliates any legal or equitable right, remedy or claim under that publication.



UP 4-F

Item: 690-D
FUEL SURCHARGE

FUEL SURCHARGE

In the event the average price of Retail On-Highway Diesel Fuel (as set forth below, the "HDF Average Price"), calculated monthly based on prices reported on the U.S. Department of Energy Website (eia.doe.gov) equals or exceeds \$1.35 per gallon, UP will apply a fuel surcharge to linehaul freight charges referencing or subject to this authority. The fuel surcharge shall be applied to the linehaul freight charge for each shipment having a waybill dated on or after the 1st day of the second calendar month following the calendar month of a given HDF Average Price (e.g., a fuel surcharge applied beginning July 1 would be based on May's HDF Average Price).

[c] The HDF Average Price for a given calendar month will be determined by adding the weekly Retail On-Highway Diesel Fuel prices reported on the U.S. Department of Energy Website (eia.doe.gov), and dividing the result by the number of weeks so reported. The result will be rounded to the nearest tenth of a cent. If the Department of Energy ceases reporting of the price of Retail On-Highway Diesel Fuel, UP will employ a suitable substitute source of price or measure. The following schedule reflects the applicable fuel surcharges within the HDF Average Price ranges noted below:

HDF Average Price (Per Gallon)	Fuel Surcharge (Percentage)
\$0.00 to \$1.349	0.0%
\$1.35 to \$1.399	1.5%
\$1.40 to \$1.449	2.0%
\$1.45 to \$1.499	2.5%
\$1.50 to \$1.549	3.0%
\$1.55 to \$1.599	3.5%
\$1.60 to \$1.649	4.0%
\$1.65 to \$1.699	4.5%
\$1.70 to \$1.749	5.0%
\$1.75 to \$1.799	5.5%
\$1.80 to \$1.849	6.0%
\$1.85 to \$1.899	6.5%
\$1.90 to \$1.949	7.0%
\$1.95 to \$1.999	7.5%
\$2.00 to \$2.049	8.0%
Each \$0.05 per gallon increase thereafter	Additional 0.5%

In no case will freight charge(s) be reduced below the Base Freight Charge(s) as a result of the application of this Item, nor will application or removal of the fuel surcharge be retroactive.

REDUCTION EXCEPTION: June 2003 fuel surcharge is reduced from 3.0% to 2.0%.



UP 4-F

Item: 695-E
MILEAGE HDF

[a] (Applicable only when specific reference is made hereto)

**MILEAGE HDF
FUEL SURCHARGE TABLE**

In the event the average price of Retail On-Highway Diesel Fuel (as set forth below, the "HDF Average Price"), calculated monthly based on prices reported on the U.S. Department of Energy Website (eia.doe.gov) equals or exceeds \$2.30 per gallon, UP will add a mileage-based fuel surcharge to freight charges referencing or subject to this authority. The fuel surcharge shall be applied to each shipment having a waybill dated on or after the 1st day of the second calendar month following the calendar month of a given HDF Average Price (e.g., a fuel surcharge applied beginning July 1 would be based on May's HDF Average Price).

The HDF Average Price for a given calendar month will be determined by adding the weekly Retail On-Highway Diesel Fuel prices reported on the U.S. Department of Energy Website (eia.doe.gov), and dividing the result by the number of weeks so reported. The result will be rounded to the nearest tenth of a cent. If the Department of Energy ceases reporting of the price of Retail On-Highway Diesel Fuel, UP will employ a suitable substitute source of price or measure. Schedule reflects the applicable fuel surcharges within the HDF Average Price ranges noted below:

HDF Average Price (Per Gallon)	Fuel Surcharge (Cents Per Mile Per Car)
\$0.00 to \$2.299	\$0.00
\$2.30 to \$2.349	\$0.05
\$2.35 to \$2.399	\$0.06
\$2.40 to \$2.449	\$0.07
\$2.45 to \$2.499	\$0.08
\$2.50 to \$2.549	\$0.09
\$2.55 to \$2.599	\$0.10
\$2.60 to \$2.649	\$0.11
\$2.65 to \$2.699	\$0.12
\$2.70 to \$2.749	\$0.13
\$2.75 to \$2.799	\$0.14
\$2.80 to \$2.849	\$0.15
\$2.85 to \$2.899	\$0.16
\$2.90 to \$2.949	\$0.17

\$2.95 to \$2.999		\$0.18
\$3.00 to \$3.049		\$0.19
\$3.05 to \$3.099		\$0.20
\$3.10 to \$3.149		\$0.21
\$3.15 to \$3.199		\$0.22
\$3.20 to \$3.249		\$0.23
\$3.25 to \$3.299		\$0.24
\$3.30 to \$3.349		\$0.25
Each \$0.05 per gallon increase thereafter		Additional 1 cent per mile

ALK Technologies' PC*Miler Rail Fuel Surcharge (FNII), as amended from time-to-time, will be used to calculate total miles. If interline price routing is involved, mileages will be calculated via the revenue route junction(s) of the price used to rate the shipment.

In no case will freight charge(s) be reduced below the Base Freight Charge(s) as a result of the application of this item, nor will application or removal of the fuel surcharge be retroactive.



UP 4-F

Item: 800-C
FURNISHED EQUIPMENT USED OFFLINE-GRAIN

FURNISHED EQUIPMENT USED OFFLINE - GRAIN & GRAIN PRODUCTS

When upon request of the consignor, Union Pacific Railroad furnishes carrier owned, controlled or leased equipment for loading of a line haul shipment with any commodity as listed in Tariffs UP 4050-series, UP 4051-series, UP 4052-series, UP 4053-series, SP 4908-series, Exempt Circulars 43-series, UP 17-series and such shipment is routed from origin station via carrier other than UP a charge of **[i]** **\$790.00** per car will be assessed to the person, firm or corporation ordering the car (See Exception).

EXCEPTION: This charge will not be assessed when consignor has received prior concurrence from UP Car Management Department to use such equipment for an outbound shipment via a carrier other than UP from origin station.