



## **UP CIRCULAR 1-H**

(Revision 1)

Applying On

Governing Rules for Perishable Foods, Food Products, and  
Farm Products

Governed, except as otherwise provided herein, by UFC 6000, OPSL 6000,  
UP MPS 3 and UP 6004-series

Issued By:

**E. A. HUNTER - MANAGER PRICING SERVICES**  
**B. A. ROMMEL - MANAGER PRICING SERVICES**

Union Pacific Railroad Company  
1400 Douglas Street Omaha, NE 68179

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**UP 1-H**



## UP 1-H

### CIRCULAR ITEM CHECKLIST

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1	DEFINITION OF ITEM SYMBOLS		03/01/2006	12/31/2100
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3	INDEX OF CHANGED ITEM NUMBERS		03/01/2006	12/31/2100
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**Item: 1**

UP 1 - ITEM 001 - DEFINITION OF ITEM 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**

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**Item: 3**

**UP 1 - ITEM 003 - INDEX OF CHANGED ITEM NUMBERS -**

### **Index of Changed Item Numbers**

This publication replaces UP Circular 1-F.

Item numbers listed in the table below were changed from those published in UP 1-F.

<b>Item Numbers in UP 1-F</b>	<b>Changed Item Numbers in UP 1-G</b>
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Item numbers brought forward but not listed in above table were unchanged.

Items not republished were cancelled because of obsolescence.



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**Item: 4**

**UP 1 - ITEM 004 - EXPLANATION OF ABBREVIATIONS**

**Explanation of Abbreviations**

<b>ABBREVIATION</b>	<b>EXPLANATION</b>
<b>AAR</b>	<b>Association of American Railroads</b>
<b>ASTM</b>	<b>American Society for Testing and Materials</b>
<b>BOE</b>	<b>Bureau of Explosives</b>
<b>C.F.R.</b>	<b>Code of Federal Regulations</b>
<b>CL</b>	<b>Carload</b>
<b>EDI</b>	<b>Electronic Data Interchange</b>
<b>FSAC</b>	<b>Freight Station Accounting Code</b>
<b>HZMC</b>	<b>Hazardous Materials Code</b>
<b>MPS</b>	<b>Mechanical Protective Service</b>
<b>OPSL</b>	<i><b>Official Railroad Station List (formerly known as Open and Prepaid Station List )</b></i>
<b>SPLC</b>	<b>Standard Point Location Code</b>
<b>STB</b>	<b>Surface Transportation Board</b>
<b>STCC</b>	<b>Standard Transportation Commodity Code</b>
<b>UFC</b>	<b>Uniform Freight Classification</b>
<b>UP</b>	<b>Union Pacific Railroad Company</b>
<b>U.S.C.</b>	<b>United States Code</b>



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**Item: 5-A**  
**GOVERNING RULES PUBLICATIONS**

**Governing Rules Publications**

This publication is governed, except as otherwise specifically provided herein, by the provisions of publications below, including amendments and reissues, in effect on the date(s) of shipment:

Bureau of Explosives	BOE 6000-series
Directory of Hazardous Materials Shipping Description	(Issued by RAILINC)
Mechanical Protective Service (UP owned or controlled cars)	UP MPS 3-series
Mileage Allowance and Rules Tariff	RIC 6007-series
Official Intermodal Equipment Register	OIER-series
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

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

In the event of any conflict between the terms of this Publication and the publications referenced above, the provisions of this Publication shall govern.





**UP 1-H**

**Item: 6**

UP 1 - ITEM 006 - REFERENCE TO TAR, CIR, ETC

**Reference to Tariffs, Circulars, Items, Notes, Rules, Provisions, Etc**

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



**UP 1-H**

**Item: 8**

**UP 1 - ITEM 008 - DESCRIPTION OF ARTICLES**

**Description of Articles**

Description of articles on Shipping Document must:

1. accurately describe articles shipped,
2. conform to descriptions published in STCC 6001-series,
3. include STCC numbers published in STCC 6001-series,
4. and be named in pricing agreement executed between the Consignor and Carrier(s).

Carriers reserve the right to inspect shipments to determine the applicable rates. When found to be incorrectly described, freight charges will be collected according to proper description.



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**Item: 14-A**

**UP 1 - ITEM 014 - 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.



**UP 1-H**

**Item: 15-C**  
**UP 1 - ITEM 015 - GENERAL RULES**

### **General Rules**

1. **[c]** This publication is the governing rules publication for shipments of perishable foods, food products and farm products including fresh, refrigerated and frozen, when moving in mechanically refrigerated equipment from, to, or via the Union Pacific Railroad.
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 publication or publications made subject hereto can only be accomplished by a duly authorized officer of Union Pacific Railroad.
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.
6. All rates subject to this publication will be subject to Cargo Loss & Damage provisions of Item 122 unless shipper elects that shipment is to move subject to full liability provisions of Item 123 of this publication or if a specific exception is provided for in the applicable price document.
7. For purposes of determining the date on which a shipment was made, the waybill date will govern.



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**Item: 16**

**UP 1 - ITEM 016 - SERVICES PERFORMED NOT COVERED**

**Services Performed Not Specifically Covered in Publication**

Services performed by carriers which are not specifically addressed in this publication are subject to the separate provisions (and charges if any) of the railroad performing the service. Such information for specific perishable shipments can be obtained from UP representatives or from other carrier performing the services.



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**Item: 17**

**UP 1 - ITEM 017 - TERMINAL AND TRANSIT PRIVILEGES**

**Terminal and Transit Privileges**

Unless specifically provided, shipments governed by this publication are not entitled to stop in transit or stop to partially load/unload privileges.



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**Item: 21**

**UP 1 - ITEM 021 - DOCUMENTS GOVERNING SHIPMENT**

### **Documents Governing Shipment**

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



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**Item: 24**

UP 1 - ITEM 024 - AVAILABILITY OF EQUIPMENT

**Availability of Equipment**

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





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**Item: 25**

**UP 1 - ITEM 025 - TERMS AND CONDITIONS**

**GENERAL RULE ITEM 25**

**Terms & Conditions**

**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, earning 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 disinfecting 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, nor 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) 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.

(b) 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 cooperage 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 nonperishable 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 locomotive 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 of extraordinary value not specifically rated in the Uniform Freight Classification 6000 as in effect on December 31, 1983, 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 maybe found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title on said property and (b) 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 therewith. 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 the Code of Federal Regulations CFR 49 Part 1320.

## **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, approved on February 13, 1893, and entitled "An Act Relating to the Navigation of Vessels, Etc.," and of other statutes 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 this 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 lighten, 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, and 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 or 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 of 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 term "water carriage" in this section shall not be construed as including literage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

## Section 9

Any alteration, 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: 30**

UP 1 - ITEM 030 - MIXED EXEMPT & NONEXEMPT  
SHPMNT

**Mixed Exempt and Nonexempt Shipments**

When a shipment contains a mixture of exempt commodities and non-exempt commodities or other exempt movements, the general rules and governing provisions of UP Exempt 1-series shall apply to the entire shipment to the exclusion of rules and provisions contained in other publications. Charges will be assessed on the basis of specific quotations issued for such mixed movements.



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**Item: 50**

UP 1 - ITEM 050 - COMBINATION OF RATES

**Combination of Rates**

Combination rates are NOT applicable when through rates are published



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**Item: 55**

UP 1 - ITEM 055 - 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.



**UP 1-H**

**Item: 65-A**  
**LOADING AND UNLOADING**

### **Loading and Unloading**

Consignors and consignees are required to load and unload cars.

The Total gross weight of fork-lift plus payload for 50' 70 and 90 ton, 64' and 72' reefers shall not exceed 25,000 lbs. The Shipper/Receiver is accountable for training of fork lift operators to properly load and unload rail cars.

Lift forks shall not exceed 48 inches in length. Shipper/Receiver shall be responsible for the use of proper equipment.

Shipper/Receiver shall be responsible for damage to the rail car equipment during loading and unloading, with the exception of normal wear and tear. Shipper/Receiver will also be responsible for all consequential damages including loss of use, administrative fees, transportation and switching fees incurred to repair the car.

All unused securement devices must be returned to and stored in the same car from which removed and devices must be secured.

To complete unloading, Consignee must remove all lading (unless otherwise approved by a contract, an Exempt Letter Quote or an Exempt Rate Item), non-railroad owned dunnage, blocking, bracing, strapping, and any other non-railroad owned material that was part of the inbound shipment and secure interior equipment. Consignee is required to return and secure to same car all railroad-owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities, close all exterior doors and hatches.





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**Item: 75**  
**ALTERNATIVE GATEWAY ROUTING**

## **ALTERNATIVE GATEWAY ROUTING**

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



**UP 1-H**

**Item: 80**

UP 1 - ITEM 080 - INTERMEDIATE APPLICATION-ORIGIN

**Intermediate Application Origin**

Rates do NOT apply from intermediate points of origin.



**UP 1-H**

**Item: 85**

UP 1 - ITEM 085 - INTERMEDIATE APPLICATION-DESTIN

**Intermediate Application Destination**

Rates do NOT apply to intermediate points of destination.



**UP 1-H**

**Item: 90**

**UP 1 - ITEM 090 - RECIPROCAL SWITCHING**

### **Reciprocal Switching**

Union Pacific Railroad will apply reciprocal switching charges in accordance with applicable UP Switching Tariffs and Circulars.

Other Rail Carriers will apply reciprocal switching charges in accordance with their applicable tariffs, circulars, or other agreements.



**UP 1-H**

**Item: 95**

**UP 1 - ITEM 095 - TRAILER AND CONTAINER TRAFFIC**

**Trailer and Container Traffic**

Trailer(s) and container(s) on flat car shipments are subject to the provisions of Union Pacific Railroads Master Intermodal Transportation Agreement (MITA).



**UP 1-H**

**Item: 97**

**UP 1 - ITEM 097 - PAYMENT OF CHARGES**

**Payment of Charges**

The provisions of UFC Rule 62 which are in effect on the waybill date will be applied to shipments made under the terms and conditions of this publication.



**UP 1-H**

**Item: 98**

UP 1 - ITEM 098 -CLAIMS FOR OVERPAYMENT OF FRT  
CHG

### **Claims for Overpayment of Freight Charges**

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.



**UP 1-H**

**Item: 112**

**UP 1 - ITEM 112 - ACCESSORIAL RULES & CHARGES**

**Accessorial Rules & Charges**

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.





**UP 1-H**

**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.



**UP 1-H**

**Item: 120**

**UP 1 - ITEM 120 - SUIT TO COLLECT CHARGES**

**Suit To Collect Charges**

In event suit must be filed to collect charge or charges in connection with shipments 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.



**UP 1-H**

**Item: 121**

**UP 1 - ITEM 121 - PROVISIONS FOR CARGO - 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 Circular, 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. 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. Customers of domestic shipments traveling into Mexico may, at their option, select liability provisions set forth in 49 U.S.C., Section 11706 (Carmack) as explained in Item 123. If 49 U.S.C., Section 11706 (Carmack) is not selected, the liability provisions of this item will govern. Carmack protection is not available for shipments that originate in Mexico.
- C. Shippers that do not select Carmack liability prior to release of shipment to rail carrier expressly acknowledge that rail carrier and shipper have agreed to transport the cargo 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 damage or deterioration incurred as a result of delays encountered in 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.
- D. Damage Due to Temperature Fluctuation. Domestic carriers shall not be responsible for damage due to temperature fluctuations 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.
- E. Product Deterioration Due to Delay. Unless clear and convincing evidence exists that the preponderance of delay occurred in the United States of America, and was due to the negligent handling of a domestic rail carrier, domestic rail carriers shall not be responsible for product deterioration due to delay on any portion of an international move.
- F. All other terms, conditions, restrictions and provisions of this publication and specifically Item 122, are expressly incorporated into this item for cargo moving into and out of Mexico.





**UP 1-H**

**Item: 122-F**  
**CARGO LOSS AND DAMAGE PROVISIONS**

**Cargo Loss and Damage Provisions**

**1. General Application**

- A. Provisions of this ITEM take precedence over all other liability provisions contained in this publication.
- B. Items not covered in this publication will be governed by the terms of the Uniform Bill of Lading, 49 U.S. C. Section 11706 (Carmack) and 49 C.F.R. 1005.
- C. Customers may, at their option, select liability provisions set forth in 49 U.S.C. Section 11706 (Carmack) as explained in Item 123. If 49 U.S.C. Section 11706 (Carmack) is not selected, the liability provisions of this item will govern.
- D. The Shipper agrees to indemnify and hold harmless the 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 carriers for transportation shall not be a waiver of shipper's liability.

**2. Loading and Packaging Provisions**

- A. All loading, bracing, and blocking must comply with the applicable RAILINC (Association of American Railroad's, AAR) pamphlet or general information publication or modifications approved by Union Pacific Damage Prevention Services prior to shipment.
- B. When hazardous material, hazardous waste or dangerous material is involved, the loading, bracing and blocking must comply with Bureau of Explosive's Pamphlet 6C and any other federal agency regulations governing shipments of such materials. Packaging for shipments of such materials must comply with Bureau of Explosive's 6000-Series Provisions. Any modifications must be approved by Union Pacific's Damage Prevention Services or Hazardous Materials Management groups prior to shipment.
- C. All loading for Mechanical Protective Service where temperature controlled conditions are required should be loaded in compliance with items (a) and (b) above as well as loaded not to restrict airflow from and to the mechanical unit. Product must be loaded to allow for a minimum of 12 inches clear space between the top of the load and the inside car ceiling.
- D. The railcar temperature control equipment is not intended to either increase or decrease product temperature being transported, and is only designed to "maintain" a requested temperature. Product being loaded should be at the intended transit set temperature prior to loading.
- E. Center of Gravity for Refrigerated Cars:

When loading refrigerated rail cars with an inside height greater than 9ft. 6in., such as UP 110xxx or 111xxx series cars, customer must load observing the stenciled maximum load height. If loading above the stenciled maximum height, customer must calculate the Center of Gravity using the formula below and have a combined center of gravity of 98 in. or less.

A = Height of car floor above top of rail in inches.

B = Empty center of gravity of rail car above top of rail in inches, obtainable from car

owner. (Empty center of gravity may be stenciled on the rail car.)  
C = Center of gravity of load above the car floor in inches.  
D = Height of center of gravity of load above top of rail equal to A+C.  
E = Lightweight of rail car in pounds.  
F = Weight of load in pounds.

$$\text{Combined center of gravity: } \frac{(CG) = (B \times E) + (D \times F)}{(E + F)}$$

### 3. Loss or Damage Verification and Disposition Provisions

- A. Carriers have the right to inspect, weigh, or reject shipments at origin for non-compliance with the provisions contained in the applicable circulars.
- B. Carriers reserve the right to inspect damaged cargo. If carrier has notified shipper or consignee that carrier is invoking this right, as a condition precedent to recovery of any claim, the consignee must immediately notify the carrier upon discovery of any damage and allow destination 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 totally worthless. Shippers and/or consignees may not abandon damaged or partially damaged shipments to the railroad when the damaged shipments retain substantial value. Customers who retain damaged cargo may be offered an allowance by the carriers in order to minimize losses. Such allowances are granted for the purpose of minimizing losses and do not establish carrier liability. Product that is abandoned to the carrier in an undamaged condition shall be sold for the account of whom concerned and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner.

### 4. Claims and Lawsuits

Claimant shall file claims in writing within six (6) months of the delivery date or reasonable time for delivery and such written or electronic communication shall comply with the minimum requirements contained in 49 C.F.R 1005.2(b).

#### A. 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, origin and destination locations, 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 and destination 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, repair bills, account of sales and labor and material records.
- (6) Evidence as to the disposition of the damaged cargo.
- (7) Evidence that shipment was loaded in compliance with Article 2 of this section.

(8) Complete records of all installed temperature and/or humidity recording devices.

(9) On fresh fruits and vegetables, origin and destination USDA inspections or Canadian Government equivalent must be furnished. Carrier reserves the right to summarily deny any and all claims submitted that do not contain all or part of the aforementioned documentation.

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

Damage Prevention Services  
Union Pacific Railroad  
111 South Magnolia Street  
Palestine, TX 75801  
Telephone: 1-800-521-3253  
Fax: 1-800-527-3036.

C. 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 the carrier.

(2) Only one lawsuit may be brought against Union Pacific Railroad of any one claim by any one party.

(3) Lawsuits must be filed in a court of competent jurisdiction in Omaha, Douglas County, Nebraska.

## 5. Liability Restrictions

A. The 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, a public enemy, the authority of law, riots, strikes, acts of civil disobedience, acts of terrorism, inherent quality of characteristics of the commodity, natural shrinkage, an act or default of the shipper, owner or receiver or from shipments stopped and held intransit at the request of the shipper, owner or receiver.

C. Carriers will not be liable for loss, damage or deterioration as a result of delay to the shipment to collect freight charges and/or to hold the shipment for the collection of freight charges.

D. When a diversion is requested (GENERAL RULE ITEM 730), Carriers will not be liable for loss, damage or deterioration as a result of delay to the shipment to effect the diversion or for failure to accomplish the diversion.

E. Carriers do not undertake to overcome the inherent tendencies of perishable goods to deteriorate or decay, but merely to retard such deterioration or decay. Carrier has no liability for deterioration when the amount of deterioration could reasonably be expected to occur during normal rail transport. When the amount of deterioration is intensified due to diseased, decayed or damaged condition of the perishable goods at rail origin, carrier has no liability for this intensified deterioration. Carrier has no liability for deterioration of perishable goods when refrigeration equipment functions properly and the shipment is delivered within one (1) market day of the date (Normal market day) calculated using the published "Maximum Allowable Transit Days." The published Maximum Allowable Transit Days will be added to the day of release and/or receipt of billing information which ever is later. If release and/or receipt of billing information is received after published "cutoff" time, then the following day will be used for the start of allowable transit days.

F. Carriers 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, consequential, indirect or punitive damages arising from loss, damage or delay to cargo, nor will carriers be liable for any losses attributable to fluctuation in the market value of the cargo. Furthermore, carriers will not be liable for any losses, direct or indirect, that result from an interruption of rail service nor do carriers guarantee rail service on any scheduled time frame.

- G. When the carrier provides railcars, consignor/shipper has the responsibility for inspecting the equipment, and rejecting any which is not in suitable condition to protect and preserve the lading during transportation. Consignor/shipper has the responsibility to verify that the refrigeration unit is operating and is set at the requested set point, and operating parameters prior to release for movement. The carrier shall not be liable for loss or damage to lading caused by defects in; and/or improper settings of mechanical refrigerated railcars which could have been discovered by reasonable inspection by the shipper prior to release for movement. Refrigerated units operating parameters/instructions can be found at <https://www.uprr.com/customers/dam-prev/ag/refuoi.shtml> or by contacting Union Pacific's Damage Prevention department.
- H. Carriers will not be liable for product loss, damage or deterioration due to any delay on shipper's part to release cars after loading commences and/or is completed.
- I. Carriers will not be liable for deterioration resulting from improper loading or overloading of the equipment or from the use of stacking methods which do not permit the adequate flow of air throughout the load.
- J. Carriers shall not be liable for shortage unless there is physical evidence of forced entry to the rail equipment.
- K. Carriers shall not be liable for product loss, damage or deterioration arising from consignee's failure to accept shipments within one (1) working day after actual placement or three (3) working days after being made available for unloading by the destination carrier.
- L. Unless amended by written agreement prior to shipment, rail carriers liability for the contents of any rail vehicle will be limited to the origin invoice value of the cargo plus freight (if paid) or \$200,000 whichever is the lesser of the two amounts.
- M. Claims or lawsuits for less than \$500.00 shall not be filed and no claim shall be paid if the amount of loss or damage is found to be under \$500.00 per carload.
- N. The shipper agrees to indemnify and hold harmless the 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 carriers for transportation shall not be a waiver of shipper's liability.
- O. In the event 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.
- P. Rail carriers are not liable for temperature related losses unless mechanical protective service is requested, paid for and carrier owned or leased equipment issued.
- Q. Rail carriers are not liable for loss or damage caused by defective equipment when such equipment is not owned, leased or controlled by rail carriers.
- R. Carriers will not accept liability for freezing damage to cargo for requested set temperatures below 40 degrees Fahrenheit when such freezing is a result of normal unit cycling.
- S. Rail carrier will not be liable for losses caused by temperature variances on fresh fruits, vegetables and other fresh produce when such variance is within 5 degrees from shippers requested temperature on the bill of lading.
- T. At the time of loading, the temperature of the cargo must be within 5 degrees of the shippers requested railcar temperature or claims may be subject to compromise or declination.
- U. For loading where freezing can cause damage to the cargo, shipper requesting set point between 32 degrees Fahrenheit and 39 degrees Fahrenheit must ensure that the refrigeration unit is set to operate in "Continuous Mode" with temperature controlled with the "Supply Air" setting. Operation of ARMN marked equipment with requested set point below 40 degrees Fahrenheit in any other configuration do



so at their own risk of freezing.

#### 6. Restricted Articles

The following items are restricted and carriers will not accept responsibility for the following articles moving in refrigerated services unless special arrangements are made and paid for prior to shipment, or specific rates are published in the current price list.

- Butter
- Cantaloupes
- Casaba
- Cheese (Fresh & Frozen)
- Fish (Frozen) (STCC 20-361-series)
- Honeydew
- Muskmelons
- Seafood (Frozen) (STCC 20-361-series)

#### 7. [c] Forbidden Articles

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 \$2500.00 per railcar and an administrative fee of \$100.00 per item incident. In addition, all demurrage fees will continue to accrue. All charges are due and payable at the time the shipment is released.

- Animals, game, pigeons or poultry that are alive
- Apricots
- Artichokes
- Asparagus
- Avocado
- Bananas
- Berries
- Broccoli
- Brussels Sprouts
- Cabbage
- Cauliflower
- Celery
- Cherries
- Crenshaw
- Cucumbers
- Eggplant
- Eggs (Fresh)
- Endive
- Escarole
- Figs
- Fish (Fresh) (STCC 20-362-series)
- Garlic
- Ginger
- Grapes
- Guava
- Hides, furs, pelts or skins, green or green salted
- Horseradish
- Ice Cream (STCC 20-241-10)
- Juice Grapes (STCC 01-224-15, 01-224-20, 01-224-25)
- Leeks
- Lettuce
- Lychees
- Mangos

- Meat or Meat Products (Fresh)
- Milk (Fresh)
- Mushrooms
- Okra
- Olives
- Papayas
- Parsley
- Peaches
- Peas
- Peppers
- Persimmons
- Pineapples
- Plants, living or fresh cut including Christmas trees, pumpkins, floral or nursery stock
- Plums
- Pomegranates
- Prunes
- Pumpkins
- Quinces
- Radishes
- Rhubarb
- Salsify
- Seafood (Fresh) (STCC 20-362-series)
- Spinach
- Squash
- Sweet Corn
- Tomatoes
- Turnips
- Watercress
- Watermelons
- Yogurt (STCC 20-259-58)

Carriers reserve the right to refuse commodities in addition to those listed above, at their sole discretion.



**UP 1-H**

**Item: 123**

**UP 1 - ITEM 123 - 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 at the time of placement of a car order, but no less than 120 hours before the shipments 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 that the shipment is moving under "49 U.S.C. Section 11706 liability terms and that the shipment is subject to a specific pricing authority. The specific Pricing Authority designator must be listed on the shipping instructions.
4. Carmack liability coverage is not available for shipments that originate in or destined to Mexico.



**UP 1-H**

**Item: 124**

**UP 1 - 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.



**UP 1-H**

**Item: 126**

**UP 1 - ITEM 126 - 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.

### ALTERNATE PROTECTION

- A. Protection for contamination may be obtained without compliance with the above requirements by providing proof of a surcharge payment of **\$500.00** 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 destined to Mexico.



**UP 1-H**

**Item: 139**

**UP 1 - 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 122 of this publication 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.



**UP 1-H**

**Item: 222**

UP 1 - 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 1-H**

**Item: 255-C**  
**UP 1 - ITEM 255 - GENERAL DIMENSION/WT**  
**LIMITATIONS**

General Dimension and Weight Limitations on UP  
SEE NOTES 1 & 2

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 which will originate on the Union Pacific, a charge of **[d] \$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 Railroad's Website ([www.up.com](http://www.up.com)).



**UP 1-H**

**Item: 275**

**UP 1 - ITEM 275 - MPS & DETENTION ON MECH REF CARS**

**Mechanical Protective Service (MPS) and MPS Detention on Mechanical Refrigerator Cars**

While on the Union Pacific Railroad, all shipments made in Union Pacific Railroad owned or controlled mechanical refrigeration cars including, but not limited to ARMH, ARMN, CHTT, CNW, MP, SP, SPFE, SSW, UP, UPFE and VCY marked cars shall be subject to all rules, provisions and charges found in this publication.

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



**UP 1-H**

**Item: 285**

**UP 1 - 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 1-H**

**Item: 295**

**UP 1 - 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, 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 1-H**

**Item: 325**

**UP 1 - 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 1-H**

**Item: 395**

**UP 1 - 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 1-H

Item: 690-C  
FUEL SURCHARGE

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

**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	0.00%
\$1.350 to 1.399	1.50%
\$1.400 to 1.449	2.00%
\$1.450 to 1.499	2.50%
\$1.500 to 1.549	3.00%
\$1.550 to 1.599	3.50%
\$1.600 to 1.649	4.00%
\$1.650 to 1.699	4.50%
\$1.700 to 1.749	5.00%
\$1.750 to 1.799	5.50%
\$1.800 to 1.849	6.00%
\$1.850 to 1.899	6.50%
\$1.900 to 1.949	7.00%
\$1.950 to 1.999	7.50%
\$2.000 to 2.049	8.00%
\$2.050 to 2.099	8.50%
\$2.100 to 2.149	9.00%
\$2.150 to 2.199	9.50%
\$2.200 to 2.249	10.00%
\$2.250 to 2.299	10.50%
\$2.300 to 2.349	11.00%
Each \$0.05 per gallon increase thereafter	Additional 0.5%

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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 1-H**

**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:

<b>HDF Average Price (Per Gallon)</b>		<b>Fuel Surcharge (Cents Per Mile Per Car)</b>
\$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

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\$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
<b>Each \$0.05 per gallon increase thereafter</b>		<b>Additional 1 cent per mile</b>

**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.