



CONDITIONS OF CARRIAGE

EFFECTIVE: October 1, 2020

Terms and Conditions

For Rail Transportation of Commodities Moving in Interstate and Intrastate Commerce
Via New Orleans Public Belt Railroad

RULE 100 – DEFINITIONS

Held in Route

Held in Route is defined as holding in route any car moving on a through rate because of any condition attributable to the consignor, consignee, or owner, including, but not limited to, storage, partial unloading, to finish loading, adjustment for overloading, or fabrication.

Diversion

Diversion is defined as any order received by NOPB that requires a change in the billing/shipping document that changes the original destination of a shipment or empty car.

Private Equipment

A railcar not bearing railroad reporting marks.

Shipper/Consignor

Shipper and Consignor shall have the same meaning for the purposes of these Conditions of Carriage. The Shipper is the party that enters into the contract of carriage with the originating rail carrier. The Shipper may be acting on its own behalf or on the behalf of another party; however, whether as principal or agent, the Shipper is bound in its own right to the terms and obligations of these Conditions of Carriage. The Shipper might or might not be the owner of the lading. When acting as a disclosed or undisclosed agent, the Shipper binds not only itself but also its principal to the terms and obligations of these Conditions of Carriage.

Consignee

The Consignee is the party entitled to receive the lading under the bill of lading contract regardless of whether the lading is actually delivered to an “in care of” or other party pursuant to the directions of the Shipper or Consignee. By accepting a shipment or by the acceptance of the shipment by a party on behalf of or by direction of the Consignee, the Consignee agrees to be bound by these Conditions of Carriage.

Payor

The Payor is the party primarily responsible for the payment of freight and other charges arising pursuant to these Conditions of Carriage. The Payor may be the Shipper, Consignee, rail carrier connecting with NOPB (for which NOPB serves as a terminal switching carrier) or some other party who has entered into a credit or payment arrangement with NOPB pursuant to Rule 300 below.

Terminal Switching

Terminal Switching shall mean each of NOPB’s provision of Reciprocal Terminal switching, Intermediate switching, and Intra-Terminal switching as defined in Items 160, 170, and 180, respectively, of NOPB Freight Tariff 9000-A.

Tariff- NOPB Freight Tariff 9000-A, as amended or re-stated from time to time.

RULE 110 – APPLICATION OF REFERENCED PUBLICATIONS

Except where (i) inconsistent with a provision of this document or (ii) inconsistent with governing contractual terms specifically agreed to by NOPB or (iii) otherwise inapplicable under their own terms, the rules, regulations, charges and allowances of the following named publications shall, along with the terms of carriage specified herein, apply to all rail transportation undertakings of NOPB as specified in Rule 120 herein and as such are hereinafter incorporated by reference herein.

FREIGHT TARIFF NOPB 9000-A (and all Supplements and Items then in effect applicable thereto)
Official Railroad Station List OPSL 6000 Series
Standard Transportation Commodity Code STCC 6001 Series
Official Railway Equipment Register RER 6412 Series
Uniform Freight Classification UFC 6000 Series
Bureau of Explosives Rules BOE 6000
Heavy Duty Flat Car Charges RIC 6740
AAR Loading Rules

References to specific publications herein include successor publications.

RULE 120 – GENERAL APPLICATION

(1) The provisions of this document apply to NOPB's provision of Terminal Switching. In the absence of a separate contract specifically covering the transportation, the terms and conditions of these Conditions of Carriage constitute a unilateral offering of such terms and conditions of a bilateral contract between NOPB user of the transportation service on the one and the user upon acceptance by such user. Subject to the qualifications set forth in subsection (2) below, tender of shipments to NOPB shall constitute acceptance of the terms of service as set out in these Conditions of Carriage.

(2) NOPB Terminal Switching charges do not include non-linehaul services (including, but not limited to demurrage, drayage, diversion, inspection, reconsignment, stopping, storage, intra-plant switching, transfer weighing and other terminal or accessorial services). Such services performed by NOPB shall be governed by Rule 200 of these Conditions of Carriage.

(3) The Conditions of Carriage or comparable offering of the originating line-haul carrier shall, along with the exempt or common carrier rates, apply to transportation performed by NOPB to the extent not inconsistent with these Conditions of Carriage, unless specified otherwise in a separate agreement specifically covering the transportation involved. When such originating line-haul carrier does not issue or have in effect such an offering, the terms of carriage contained herein alone shall apply. Terms of these Conditions of Carriage not inconsistent with the origin carrier's contract or offering shall also apply.

(4) If a shipment is tendered with different or additional terms and conditions submitted by Shipper, such different or additional terms and conditions shall be deemed rejected by NOPB unless electronically confirmed, or agreed in a document executed on behalf of NOPB, regardless of whether the shipment is accepted or moved by NOPB.

(5) All transportation services provided by NOPB pursuant to this document are intended solely for performance over tracks owned, leased or otherwise operated over by NOPB. Where the performance of these services requires the delivery or pickup of railcars, loaded or empty, from the private tracks of a shipper, consignee or other party, such activities on the tracks of the shipper, consignee or third party shall be subject to and governed by an executed industry track agreement between NOPB and the owner/lessee of the private track. In the absence of such an executed switch track agreement, the operations of NOPB and the rights of the parties with regard to these operations over the private siding shall be governed by the terms and conditions of the NOPB standard industry track agreement, which terms and conditions are incorporated by reference into this Document. The NOPB standard industry track agreement is available to Shippers and Consignees upon request.

RULE 130 – ROUTING

NOPB reserves the right to handle shipments via any route over NOPB's lines at its sole discretion.

RULE 140 – BILL OF LADING

Services provided by NOPB and other rail carriers are subject to these Conditions of Carriage and shall also be subject to the terms of the Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000 Series. Such services are subject to modifications as may from time to time be established under separate agreement or by changes to these Conditions of Carriage, and irrespective of whether a Bill of Lading is actually executed pursuant to Rule 200.

Except where in conflict with the terms and conditions of a written contract between NOPB and Shipper, the terms and conditions of these Conditions of Carriage shall govern all transportation services provided by NOPB. In the event of a conflict between the terms

and conditions of these Conditions of Carriage and the terms and conditions of a written contract between NOPB and the user of NOPB's services, the terms and conditions of the written contract shall take precedence over these Conditions of Carriage. The order of precedence for the application of terms and conditions for transportation services provided by NOPB shall be as follows:

- (1) Written Contract
- (2) NOPB Customer Specific Rate Quotation
- (3) NOPB Freight Tariff
- (4) Conditions of Carriage
- (5) Rule 110 Publications
- (6) Uniform Bill of Lading

RULE 150 – DISCLAIMER OF RESPONSIBILITY BY NOPB FOR ACTIONS OF CONNECTING RAILROADS PARTICIPATING IN A TRANSPORTATION MOVEMENT

NOPB does not contract to perform directly or to have performed on its behalf transportation services over any line of railroad not operated by NOPB. Furthermore, with the exception of loss of or damage to lading which is governed by Rule 290 of this document, NOPB does not assume or accept any responsibility or liability for the actions of any participating railroad with regard to a joint-line/short line or terminal switching transportation arrangement--any such liability being solely the responsibility of the other rail carrier whose actions give rise to the claimed liability.

RULE 200 – TRANSPORTATION SERVICES

(1) Shipper will notify NOPB when loading of equipment is completed and ready for movement, or when loaded equipment is made empty and is released to NOPB. Shipper will provide instructions for the transportation services requested for the shipment. NOPB will arrange for transportation or delivery in accordance with instructions shown on the bill of lading, which instructions shall be governed by these Conditions of Carriage.

(2) Shipper will arrange separately with NOPB independent of the bill of lading for non-linehaul accessorial services as may be referenced in the publications listed in Rule 110. NOPB will not be liable for any loss, damage, cost or expense arising in connection with such services performed by parties other than NOPB.

RULE 210 – LOADING OF EQUIPMENT AT RAIL ORIGIN; UNLOADING AND RELEASE OF EQUIPMENT AT RAIL DESTINATION; SAFE TRANSPORTATION OF FOOD

(1) Shippers are responsible for inspecting rail equipment for suitability before loading and are responsible for rejecting cars which are unsuitable for the transport of the particular lading. Cars which are mechanically defective or are otherwise unsuitable for the transport of the particular lading must not be loaded. If a defective or improperly loaded cars is delivered to NOPB it will be rejected and released back to its original carrier.

(2) (a) Upon arrival and placement of equipment for unloading at destination on NOPB, Consignee will be responsible for unloading such equipment in a manner which does not damage the equipment, and for releasing equipment in a condition clean of debris, residue and material not part of such equipment and suitable for reloading. Cars which are mechanically defective or not suitable for reloading must be released back to NOPB as "Reject Release Empty."

(b) Where NOPB is the delivering carrier, Consignee must promptly advise NOPB via electronic means, telephone or other such form as may be required by NOPB that the equipment is unloaded and available for release. Information provided must include identity of Consignee, name of person furnishing data, and car initial and number. Equipment will be considered released on the date and time such information is received from the Consignee.

(3) Shippers expressly acknowledge and agree that -- (i) they have responsibility for ensuring compliance with the applicable obligations, if any, imposed by the Sanitary Food Transportation Act of 2005 and its implementing regulations, including, without limitation, the requirements of 21 C.F.R. Subpart O, §§1.900-1.934 (the "FDA Transportation Rules"); (ii) the foregoing constitutes a written agreement assigning responsibility within the meaning of 21 C.F.R. §1.908(a); and (iii) to the extent NOPB provides any information or otherwise assists Shippers in their ensuring compliance with the FDA Transportation Rules, it does so as an accommodation to its Shippers and does not constitute an agreement by NOPB to take responsibility for such compliance as contemplated by 21 C.F.R. §1.908(e).

RULE 220 – EXPLOSIVES, DANGEROUS ARTICLES

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000- series.

RULE 230 – TRANSPORTATION CHARGES TO APPLY

(1) The Terminal Switching charges applicable to the transportation will be those established by agreement or as set forth in the on the bill of lading date for the shipment in issue.

(2) If it is ascertained that the commodity shipped is not as described on the bill of lading or other shipping document, NOPB, at its option, may (a) return such shipment to the line-haul carrier from which it was received at applicable charges set forth in the Tariff; (b) choose to move said shipment to the destination or interchange named in the bill of lading or other shipping document under charges set forth therein; or (c) choose to move said shipment to the destination or interchange named in the bill of lading or other shipping document at a charge equal to the charge that would have applied had the commodity been properly described, plus an additional charge as set forth in the Tariff..

RULE 240 – TRANSIT, DIVERSION

Except as specifically agreed upon, NOPB will not provide transit or stop-off privileges, but will provide Diversion as provided for in the publications listed in Rule 110. (See Item 100 for definition of Diversion)

RULE 250 – PAYMENT OF TRANSPORTATION CHARGES

Shipper, Consignee, or interchanging line-haul carrier, as applicable, shall be liable for payments of the Terminal Switching charges accruing on a shipment as established by law and these Conditions of Carriage and the Tariff, and nothing herein shall limit the right of NOPB to require at time of shipment the prepayment or guarantee of charges. Shipper will pay immediately upon presentation of a bill therefor by NOPB unless credit has been granted pursuant to Rule 300 of these Conditions of Carriage. If Shipper or Consignee has entered into an agreement for credit with NOPB, the terms and conditions of the credit agreement will supersede any prepayment or payment upon demand requirement. If Intra-Terminal charges have not been prepaid, or Shipper or Consignee has not entered into an agreement for credit with NOPB for Intra-Terminal Switching, NOPB will not undertake the service without payment or guarantee by Shipper or Consignee of all charges. Placement of equipment by NOPB under credit agreement for unloading shall be deemed acceptance of shipment for the purpose of incurring Intra-Terminal charges under a credit agreement.

Acceptance of shipment by Consignee or beneficial owner shall be deemed acceptance of responsibility for payment of all applicable charges accruing on the shipment, including, but not limited to, demurrage and switching services performed at destination. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for other reasons.

Demurrage, intra-plant switching and other accessorial and/or incidental charges are payable by Shipper and/or Consignee or beneficial owner as applicable pursuant to the publications set out in Rule 110 above.

RULE 260 – DELIVERY ON PUBLIC DELIVERY (TEAM) AND OTHER TRACKS

(1) Subject to availability, NOPB will accept from its connecting carriers carload shipments to be switched for delivery on certain portions of NOPB's network. Ancillary trackage may not be used for loading to/ from barge, or for the transloading of hazardous materials. Use of ancillary trackage will be handled by special contract only. Customer must have written approval and fully executed release and indemnification form submitted to NOPB prior to use of the designated areas. Charges for use of ancillary trackage are set forth in the Tariff.

(2) NOPB tracks serving the public wharves and/or marine terminals are exclusively for delivery of cars to the water carriers to which wharf allotments have been specially assigned or leased by the Board of Commissioners of the Port of New Orleans.

RULE 280 – OVERCHARGE, OVER COLLECTION OR DUPLICATE PAYMENT CLAIM PROVISIONS

Claim requirements, time limits for carriers. NOPB will accept a whole or partial claim for overcharge, over collection, or duplicate payment only if the claim is in writing and contains sufficient information for NOPB to conduct an investigation, including the name of the claimant (which must be the payer); claim number; amount of claim; the freight bill; freight bill payment information and supporting documents showing, among other things, that NOPB collected all of the charges at issue and, in the case of overcharges, the rate, weight, commodity description and supporting authority claimed to be applicable. The claim must be filed within three (3) years of the date of delivery or tender of delivery by NOPB or delivering rail carrier of the subject shipment.

RULE 285 – BILLING DISPUTES.

NOPB is committed to addressing disputed bills quickly. If you believe that there has been a billing error, our goal is to correct any

errors as soon as possible. To be eligible for a review, a claim must be submitted, in writing, within 30 days of the invoice date to: BillingDisputes@railnola.com. Along with a brief description, your claim must include the car initial and number and the related invoice number. Any claim not filed within thirty (30) days from the date of the invoice will be declined. Any non-disputed charges should be paid by the due date listed on the respective invoice.

RULE 290 – LOSS OR DAMAGE TO SHIPMENTS

(1) General

- (a) Unless amended by written agreement or election of the alternate liability terms offered below, NOPB's liability for loss, damage or delay of freight, if any, shall be limited to the lesser of the actual value of the cargo or \$50,000 per railcar.
- (b) NOPB offers, and customers may elect to utilize, transportation services subject to the full liability terms and conditions of 49 U.S.C. Section 11706 (the Carmack Amendment) at a higher rate obtained in advance by contacting the NOPB Business Development Department at 504-896-7410 and explicitly noting the full liability rate on shipping instructions and/or the bill of lading. Customers that decline to exercise this option are deemed to waive Carmack Amendment protections and have agreed to the general limitations of liability specified above.
- (c) Notwithstanding any other tariff, contract or legal provision, NOPB shall not be subject to the provisions of the Carmack Amendment when providing destination switching service.
- (d) As a condition precedent to any right to recovery for loss, damage, or delay to cargo, a written claim must be filed within nine (9) months after delivery of a shipment (or if delivery is not made, within nine (9) months after a reasonable time for delivery). A claim must include a demand for payment of a specific amount and information sufficient to identify the shipment, as described in this Rule. A claim may be filed by either the Shipper or the Consignee. Any other party who desires to file a claim with NOPB must secure first an assignment of claim from the Shipper or Consignee and provide a copy to NOPB.
- (e) NOPB does not guarantee delivery by a particular train or within a particular time and does not guarantee rail service on any schedules of any kind, whether published, projected or implied. NOPB shall have no liability for failure to transport any shipment by any particular train or in time for any particular connection or destination. Unless otherwise expressly agreed to by NOPB and the party with whom NOPB has contracted in a writing executed by both parties, NOPB will transport property with reasonable dispatch in accordance with the Uniform Bill of Lading.
- (f) NOPB will not be liable for loss, damage, or delay caused by:
 - an act of God
 - a public enemy, terrorism, or cyber-attack
 - the authority of law
 - riots
 - strikes
 - acts of civil disobedience
 - an inherent quality or characteristic in the commodity
 - natural shrinkage
 - Trespassers
 - War
 - Insurrection
 - an act or default of Shipper, Consignee, owner, or any contracting party, including but not limited to, the failure of the Shipper or any other party to properly block or brace the lading; or the stoppage and holding in transit of lading at the request of the Shipper, Consignee, owner, or any contracting party.
- (g) In no event shall NOPB be liable for any incidental, special, punitive, indirect or consequential damages whatsoever (including but not limited to lost profits, data, goodwill, business opportunity, business interruption expenses and Shipper or Consignee's liability to their own customers for liquidated damages or other damages) arising out of or related to the services provided under these Conditions of Carriage, even if advised of the possibility of such damages.
- (h) NOPB does not make any representations as to the suitability of cargo for rail transportation. The Shipper and Consignee acknowledges also that there are significant forces exerted on the cargo in rail transportation that may require additional packing measures for the cargo to move safely.
- (i) NOPB will not be liable for damage arising from atmospheric conditions when such damage occurs to lading loaded in open-top or on flatbed rail cars. Protective covering sufficient to protect such lading must be furnished and installed by the Shipper. NOPB will not be liable for the durability and suitability of the protective covering.
- (j) NOPB will not be liable for any damage due to cargo being improperly secured.

(2) Filing of Claims

- (a) In any claim for loss, damage, or delay, claimant shall include:
 - (i) equipment initials and number, Shipper's name, Consignee's name, notify party's name, shipping date, shipment

- origin and destination location and commodity description and STCC code.
- (ii) records (such as bill of lading, shipping manifest, shipping instructions, or purchase or sales documents) or certification to establish:
 - a. delivery to a NOPB;
 - b. the level of NOPB cargo claim coverage contracted for the shipment if other than standard; and,
 - c. condition and quantity of cargo at origin.
 - d. Nothing in this provision shall serve to relieve the claimant of its duty to mitigate damages.
 - (iii) Supporting documentation for the amount claimed, such as weight and grade certificates, repair bills or certified invoices.
- (b) Except where otherwise necessitated by wreck or derailment, claimant shall also include in any such claim:
- (i) records verifying condition and quantity of the cargo when received at the destination stated in the shipping instructions
 - (ii) origin and destination seal records, if applied, and
 - (iii) evidence of disposition of any damaged cargo in compliance with requirements of this section.
- (c) Where a bill of lading covers only one railcar, a claim for loss or damage must be submitted for the lading moving in only that one railcar and may not be combined into a single claim with damage to lading moving in other railcars covered by other bills of lading. Where loss or damage occurs to lading moving in more than one railcar and the multi-car movement is covered by a single bill of lading, one claim can be filed to cover all damage to lading in railcars moving under that same bill of lading.

(3) Lawsuits

- (a) As a condition precedent to any right of recovery, any lawsuit involving a claim for loss, damage or delay to cargo must be commenced within two (2) years and one (1) day from the date of declination of the claim.
- (b) Lawsuits shall be filed only in courts of competent jurisdiction and venue as set out in 49 U.S.C Section 11706.
- (c) No party other than the Shipper or the Consignee shall have standing to bring a lawsuit regarding a shipment moving under these Conditions of Carriage.

RULE 296 – CERTAIN ABANDONED LADING

(1) "Abandoned Lading" for the purposes of this provision shall be lading which (i) has not been delivered and for which the Consignee or owner cannot be reasonably located or identified, and (ii) remains in the possession of NOPB for a period of more than fifteen (15) days after being tendered initially to NOPB for transportation in the absence of instruction or a demand by a party to the bill of lading for delivery of the lading in question.

(2) NOPB may dispose of Abandoned Lading in any commercially reasonable manner (including, but not limited to, public or private sale) thirty (30) days after lading in the possession of NOPB has become Abandoned Lading. Where the perishable nature of the Abandoned Lading is known to NOPB and in the judgment of NOPB requires a sale prior to the expiration of the thirty (30)-day period in order to preserve the value of the Abandoned Lading, NOPB may so dispose of the Abandoned Lading at public or private sale in any manner subject to its discretion.

(3) Any proceeds from the sale of the Abandoned Lading shall first be applied against (i) the cost of the sale of the Abandoned Lading, and (ii) any unpaid freight, storage, and other charges arising from the transportation of the respective lading. Should the proceeds of the sale be insufficient to cover the amounts owed to NOPB, the deficit shall remain due and payable to NOPB. Should there be a balance it will be paid to the owner of said Abandon Lading. In the event that a party cannot be identified as being entitled to receive the remaining sale proceeds, such proceeds shall become the property of NOPB.

(4) Nothing in this provision shall serve to relieve the claimant of its duty to mitigate damages. Rejection or abandonment of lading to the rail carrier does not constitute reasonable mitigation of damages.

(5) The remedies provided in this section are intended to supplement all other remedies that may be otherwise available at law or under a bill of lading, and the selection of an appropriate remedy regarding the disposition of Abandoned Lading is within the sole discretion of NOPB.

RULE 300 – CREDIT TERMS AND PAYMENT FOR SERVICE

(1) Accounts not paid within thirty (30) days from the date of the invoice will be charged a late payment fee of 1 ½% per month, 18% annually.

(2) Credit will be granted solely at the discretion of NOPB, upon completion and approval of a CREDIT APPLICATION FOR TRANSPORTATION CHARGES (Addendum #1). NOPB reserves the right to require prepayment of switching and other charges published in the Tariff.

(3) A security deposit to insure payment of any demurrage, detention, storage or any other accessorial charges that may accrue

may be required from any customer which has a history of delinquency or nonpayment of NOPB invoices. The security deposit will be in an amount determined by NOPB as adequate to offset estimated or average accessorial charges for two (2) months. When required, a security deposit must be paid in cash, certified check, cashier's check or money order before any car is delivered to such customer for loading or unloading.

(4) If an invoice is not paid when due, immediately thereafter NOPB will satisfy the invoice by drawing against the security on deposit. Thereafter, the customer must immediately reinstate the full amount of the required security deposit.

(5) If a customer is the subject of congestion, NOPB may issue and maintain an embargo against all rail transportation by NOPB to and from that customer while congestion exists or otherwise continues, irrespective of customer compliance or non-compliance with the security deposit provisions in this rule.

(6) Because deposits are established due to delinquencies or non-payment of charges, no interest will be paid by NOPB on any security deposited with it. It is within the discretion of NOPB to determine when issues of delinquency have been resolved and when the customer is no longer required to maintain a security deposit. Should rail service to the customer no longer be required, the security on deposit will be released and returned, upon satisfaction of all outstanding bills.

See Addendum #1 for additional details and information regarding the application for credit terms.

RULE 310 – MECHANICAL PROTECTIVE SERVICE

Mechanical protective services serving to regulate shipment temperature are not included as an element of NOPB's Terminal Switching. It is the obligation of the delivering line-haul carrier of the Shipper to deliver a mechanical refrigeration car or container with the mechanical unit operating properly, and fueled and equipped for transit over NOPB's lines. NOPB will not be responsible for servicing, repairing, inspecting, re-fueling, testing, or providing any other mechanical protective service. NOPB shall not be responsible for any loss or damage arising from the lack or failure of such protective equipment.

RULE 320 – CIRCUS AND UNIQUE TRAINS

Circus, carnival, and other unique trains will be handled by special contract only.

RULE 480 – DISCLAIMER OF CONSEQUENTIAL AND SPECIAL DAMAGES

Notwithstanding any provision in these Conditions of Carriage to the contrary and regardless of the nature of the cause of action, whether in tort, contract or otherwise, in no event shall NOPB liable for any consequential, incidental, special, or indirect damages whatsoever (including but not limited to lost profits, data, goodwill, business opportunity, cost of capital or interruption of business expenses) arising out of the services provided under these Conditions of Carriage, even if advised of the possibility of such damages.

RULE 500 – CHANGE IN PROVISIONS

Subject to all notice requirements established by law, NOPB reserves the right at any time to change the terms and conditions of these Conditions of Carriage; provided, however, any such change shall be effective only with regard to any transportation services provided under these Conditions of Carriage for freight tendered after the effective date of the changes. NOPB will make available on its website these Conditions of Carriage in their latest amended form. Shipper should review these Conditions of Carriage before tendering freight to NOPB.

RULE 510 – PRIVATE EQUIPMENT

Shipper is solely responsible for determining the suitability of the private equipment to move the respective lading in issue. NOPB shall have no responsibility for the failure of private equipment to adequately protect the lading where the damage to the lading is not due to any act of NOPB.

RULE 515 – MILEAGE CHARGE ON PRIVATELY-OWNED CARS

NOPB will not pay mileage charges or allowances on privately-owned cars when moving on the NOPB system.

RULE 520 – SECURITY SEALS

NOPB neither inspects shipments for seals or security devices intended to prevent unauthorized access to a shipment nor determines when a security device is appropriate. In the event that a shipment requires special security measures (such as high security seals, shrink-wrap, paper coverings and the like), it is the duty of the Shipper to determine and take the appropriate security measures. Documentation of the application of security devices at shipment origin is the responsibility of the Shipper. In determining the extent,

if any, of NOPB's responsibility as a common carrier for loss, damage or liability to a shipment, the absence of or damage to a seal without physical evidence of contamination, loss or theft does not establish injury, loss or damage to a shipment.

RULE 530 – NON-WAIVER

Any waiver on the part of NOPB of any term or condition of these Conditions of Carriage shall not constitute a precedent, nor require NOPB to continue waiving such term or condition or to waive any succeeding breach of the same or any other of the terms and conditions of these Conditions of Carriage. No waiver or purported waiver on the part of NOPB shall be deemed to bind NOPB unless made in writing and signed by NOPB's General Manager.

RULE 535 – BANKRUPTCY OR INSOLVENCY

- (1) In the event Shipper files or is the subject of a filed petition in bankruptcy and Shipper has an agreement with NOPB, Shipper will, as soon as practicable:
 - (a) Identify NOPB as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding;
 - (b) identify any agreement with NOPB under which there remains continuing unperformed obligations; and
 - (c) choose to elect to either assume or reject such agreements identified pursuant to paragraph (2) above within sixty (60) days of the date of the filing of the Shipper's petition in bankruptcy.
- (2) In the context of a bankruptcy proceeding, no agreement identified under paragraph (2) may be assigned without NOPB's consent, unless NOPB is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but will not necessarily be limited to, a deposit with NOPB as security for the timely payment of charges of an amount equal to the average thirty (30) day accrual for such charges or security guarantees in form and substance satisfactory to NOPB from one or more persons who satisfy NOPB's standard of creditworthiness.

RULE 540 – GOVERNING LAW

To the extent not governed by Federal law, the laws of the State of Louisiana shall govern the construction and interpretation of these Conditions of Carriage and all rights and obligations of the parties hereunder.

RULE 550 – NO THIRD-PARTY BENEFICIARIES

The services provided by NOPB under these Conditions of Carriage are intended solely for the benefit of the Shipper except to the extent expressly stated otherwise herein, and are not intended for the benefit of any third-party. Any standards of service contained in any transportation agreement are solely for the benefit of the Shipper or contracting party to the transportation contract or offering unless otherwise provided in said agreement.

RULE 560 – NORMAL RAIL OPERATIONS-ORDER / NOTIFY SHIPMENTS

- (1) All services provided pursuant to these Conditions of Carriage will be provided by NOPB in accordance with any applicable FRA and AAR guidelines and regulations and routine NOPB practice (including but not limited to switching, coupling, and kicking). Specialized rail handling such as speed restrictions and equipment size are special rail services and not routine rail services. Unless agreed to in writing by both NOPB and either the Shipper or participating line-haul carrier, any restrictions on rail handling upon a particular car (including, but not limited to notations as to speed or other restrictions on a bill of lading, EDI notations) shall have no effect and be void. Shippers or connecting line-haul carriers desiring special handling for a shipment to be handled by NOPB must contact NOPB to arrange such special handling.
- (2) NOPB does not provide Order/Notify service. Bills of lading or shipping instructions tendered to NOPB in the form of an order/notify bill of lading will be handled as straight bills of lading. Instructions requiring NOPB to not complete delivery of a shipment until either securing authorization for delivery from the Shipper or some other party, surrender of the bill of lading or notification by NOPB to the Shipper or some other party shall have no effect and be void regardless of whether such instructions are contained in a straight or an order/notify bill of lading; and NOPB shall have no liability for delivering a shipment to the Consignee listed in the bill of lading in such circumstances.

RULE 570 – SEVERABILITY

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

RULE 580 – CARGO OWNERS AND COLLATERAL PARTIES

With regard to shipments moving under some type of limitation of liability, the rates, levels of liability and other terms and conditions governing the rail transportation agreed upon between the Shipper and either the involved line-haul carrier or NOPB (or both) represents the essential consideration to the parties. Pursuant to Rule 550, no one other than the parties to any such agreements are to be regarded as beneficiaries of the governing rail contract. Furthermore, any liability on the part of NOPB under an Intra-Terminal Switching arrangement extends only to the Shipper and is limited to the terms and conditions set out by these Conditions of Carriage and the governing rail contract. The Shipper acknowledges that the bargain with NOPB neither contemplates or creates liability on the part of NOPB towards any other party, whether in tort or contract, nor places upon NOPB any liability in excess of the liability assumed by NOPB under these Conditions of Carriage and a governing rail contract. By tendering the cargo to NOPB, the Shipper agrees to indemnify NOPB against any claim by the cargo owner or any other person or agent for any amounts that exceed the limited liability assumed by NOPB under these Conditions of Carriage and the governing rail contract for loss of or damage to the lading plus the reasonable cost of defense and attorney's fees for NOPB.

ADDENDUM #1

CREDIT APPLICATION FOR TRANSPORTATION CHARGES

The undersigned ("Applicant") hereby applies for the extension of credit to it by the New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB") with regard to the payment of freight, per diem, demurrage, and any other charges which Applicant may incur and owe to NOPB. Application must be signed and completed in its entirety. Please print or type in English.

Name of Applicant Phone Number

Physical Address Fax Number

City, State, Zip Code DUNS Number

State of Incorporation/ Organization: Federal I.D. #:

Type of Organization: Corporation Partnership Limited Liability Company Other

Date Business Started: ___/___/___ Nature of Business: _____

Annual Sales \$: _____ Commodity(ies) being transported: _____

*** Please furnish a copy of the latest audited financial statements***

Accounts Payable Contact: _____ Email Address: _____

Amount of credit requested \$ (within 15 day period): _____

BANK REFERENCES:

Bank Name: _____ Address: _____

Account#: _____ Contact: _____ Phone #:

_____ Email: _____

CREDIT REFERENCES:

1) Business Name: _____ Address: _____

Type of Account: _____ Contact: _____ Phone #: _____

Email: _____

2) Business Name: _____ Address: _____

Type of Account: _____ Contact: _____ Phone #: _____

Email: _____

3) Business Name: _____ Address: _____

Type of Account: _____ Contact: _____ Phone #: _____

Email: _____

4) Business Name: _____ Address: _____

Type of Account: _____ Contact: _____ Phone #: _____

Email: _____



TERMS AND CONDITIONS Applicant agrees to comply with all terms and conditions governing the extension of credit by NOPB including those set forth in the Conditions of Carriage. Compliance with these terms and conditions is required for the extension and continued extension of credit to any Applicant.

Applicant agrees to pay in full all undisputed charges billed by NOPB within 30 days of receipt of invoice. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance. Applicant may not set off or withhold any payment due to any dispute with NOPB, except for good faith withholding of disputed charges in applicable invoice. Credit terms and conditions are subject to change at any time by NOPB without notice to Applicant.

It is understood that if credit is extended on behalf of NOPB, it is granted only as a convenience to Applicant and NOPB may, at its discretion, suspend Applicant's credit. Either party may cancel this Agreement at any time for any reason, upon notice to the other party. Notice may be written, electronic, or oral if confirmed in writing or electronically, at the place of business noted herein. Notwithstanding the forgoing, Applicant's accounts with NOPB must be current before it can terminate this Agreement.

Applicant shall not assign or otherwise transfer its right to this agreement without the prior written consent of the NOPB. Applicant represents that the information submitted herein is true and accurate and applicant agrees to keep its information current and to notify NOPB in writing of any changes. NOPB reserves the right to cancel this Agreement or to re-evaluate the credit-worthiness of Applicant in the event of change in name, ownership and/or structure. Applicant further understands that any incomplete, incorrect or misleading information shall serve as a basis for immediate revocation of any credit extended to Applicant.

Applicant hereby authorizes NOPB to secure from any credit reference or other company or banking institution any information concerning the Applicant's financial or credit status, and permits any such company to release that information to NOPB.