

NORFOLK SOUTHERN RAILWAY COMPANY

**VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED
AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD**

**NS CONDITIONS OF CARRIAGE #1-E
CANCELS
NS CONDITIONS OF CARRIAGE #1-D**

**- TERMS AND CONDITIONS -
FOR
RAIL TRANSPORTATION OF COMMODITIES
MOVING IN INTERSTATE AND INTRASTATE COMMERCE
VIA
NORFOLK SOUTHERN RAILWAY AND ITS AFFILIATED LINES SHOWN HEREIN**

EFFECTIVE JUNE 1, 2003

Issued By
PRICING SERVICES – NORFOLK SOUTHERN CORPORATION
3 Commercial Place
Norfolk, VA 23510

NORFOLK SOUTHERN RAILWAY COMPANY

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- # - Change
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SECTION 1
RULES

RULE 200 - TRANSPORTATION SERVICES (Concluded)

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

+ **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 but must instead be released back to NS as “Reject Release Empty”.

▲ (2) (a) Upon arrival and placement of equipment for unloading at destination, 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 by another shipper. (Cars released in other than clean condition will be subject to the provisions published in Tariff NS 8002-A series, Item 6500). Cars which are mechanically defective or not suitable for reloading by another shipper must be released back to NS as “Reject Release Empty”.

(2) (b) Where NS is the delivering carrier, consignee must advise NS Operations and Service Support (OSS) by Pacesetter or other electronic means, telephone or other such form as may be required by NS, 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 advice 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 15 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 15 C.F.R. §1.908(a); and (iii) to the extent NS 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 NS to take responsibility for such compliance as contemplated by 15 C.F.R. §1.908(e).

RULE 230 - TRANSPORTATION CHARGES TO APPLY

(1) The charges applicable to the transportation from origin to destination will be those established by either the governing quotation, contract or tariff on the bill of lading date for the shipment in issue. Any change to the information of the bill of lading (including, but not limited to, the shipper, consignee, origin or destination) shall be invalid and without effect unless received and approved by Norfolk Southern Operations and Service Support. Any such change to the bill of lading must be transmitted to Norfolk Southern in such form as may be required by NS (including, but not limited to, telephone and facsimile) and may be subject to additional charges pursuant to NS 8002 Series.

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SECTION 1
RULES

RULE 230 - TRANSPORTATION CHARGES TO APPLY (Concluded)

(2) If it is ascertained that the commodity shipped is not as described on the bill of lading or other shipping document, NS at its option may (a) return such shipment to shipper at origin at a charge equal to the charge that would have applied had the commodity been properly described and transported to the destination named in the bill of lading; (b) choose to move said shipment to the destination named in the bill of lading or other shipping document at the transportation rate quoted; or (c) choose to move said shipment to the destination 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 of \$350.00.

RULE 240 - TRANSIT, DIVERSION, RECONSIGNMENT

Except as specifically agreed upon, NS will not provide transit or stop-off privileges but will provide diversion or reconsignment as provided for in the publications listed in Rule 110. Provisions of Rules 29 and 24 of UFC 6000-Series will not apply. (See Item 100 for definition of transit, diversion, and reconsignment)

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