

NORFOLK SOUTHERN RAILWAY COMPANY

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"0" IN THE REVISION COLUMN INDICATES ORIGINAL PAGE

PAGE	REVISION	PAGE	REVISION
TITLE	0	11	3
# CHECK SHEET	9	12	1
1	4	13	1
2	0	14	0
3	0	15	2
4	3	16	3
4.2	0	16.2	0
5	0	17	3
6	4		
7	2		
7.2	0		
# 8	2		
9	2		
10	1		

- Change.

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EFFECTIVE DECEMBER 15, 2011

Issued By
D. D. FISHER, DIRECTOR
MARKETING SERVICES - NORFOLK SOUTHERN CORPORATION
110 Franklin Road, S.E.
Roanoke, VA 24042-0047

SECTION 1
RULES

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

(1) Claim requirements, time limits. NS 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 NS to conduct an investigation, including the name of the claimant (which must be the payer); claim number, the amount of the claim; the freight bill; freight bill payment information and supporting documents, which show, among other things, that NS collected all of the charges at issue and, in the case of overcharges, the rate, weight, commodity description and supporting authority (quotation, etc.) claimed to be applicable. The claim must be filed within three (3) years of the date of delivery or tender of delivery by NS or delivering rail carrier of the subject shipment.

(2) Where the movement over NS form a segment of a through movement involving other carriers and time limitations for filing overcharge claims differ among the carriers involved in the through movement, the time limitation contained in the comparable offering of the origin carrier will apply for overcharge claims against NS if inconsistent with these Conditions of Carriage.

RULE 290 – LOSS OF AND DAMAGE TO SHIPMENTS

(1) General

(a) Unless modified in a transportation contract or a general or customer specific rate quotation, NS will assume liability for loss and damage under the terms of 49 USC 11706 and the terms of the Uniform Bill of Lading as specified in Rule 150 herein. Where provisions maintained by other railroad parties to the through route differ from those provided herein, the level of liability assumed by the origin carrier will apply; provided, however, that such level of liability shall not exceed the level of liability assumed under the Carmack Amendment.

(b) 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 NS must secure first an assignment of claim from the Shipper or Consignee.

(c) NS 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. NS shall have no liability for failure to transport any shipment by any particular train or in time for any particular market regardless of whether NS knew or should have known of a need or expectation for such transport. Furthermore, NS does not guarantee the providing of empty railcars in accordance with any schedule regardless of whether NS knew or should have known of the need for such empty railcars. Unless otherwise expressly agreed to by NS and the party with whom NS has contracted (the consignor or consignee, as the case may be) in a writing executed by both parties, NS will transport property with reasonable dispatch in accordance with the Uniform Bill of Lading.

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