



CHEMSERVE TERMINAL OF WILMINGTON, LLC

TARIFF CTW 9200

- TRANSLOAD and STORAGE SERVICES & CHARGES -**
 - TERMS, CONDITIONS and REFERENCE ITEMS -**
 - DEMURRAGE & RAILCAR STORAGE PROVISIONS -**
-

ISSUED: October 1, 2017

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ISSUED BY:

Chemsolve Terminal of Wilmington, LLC
3325 River Rd
Wilmington, NC 28412

www.chemserveterminal.com

Welcome! We're pleased to offer the information contained in this Tariff as an introduction to one of the Southeast's premier rail/truck transload terminals. We are proud to be providing you – the shippers and receivers of freight moving to and from Wilmington, NC – with services that **save you money**. If your products are presently trucked to and from Wilmington or its surrounding areas, you are likely paying too much for your transportation!

We encourage you to contact us to learn how rail-to-truck and truck-to-rail transloading with valued added services such as storage and inventory management can improve your bottom line.

Please call us at: (910) 799-0180

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Part 1. Transload and Storage Services, Charges, Terms and Conditions

Item 105 Purpose of Tariff, Railroad and Transload Service Provider

- The purpose of this Tariff is to advise shippers and receivers of the services of Chemserve Terminal of Wilmington, LLC (CTW) and the charges, rules, terms and conditions applying to all such services.
- Chemserve Terminal of Wilmington, LLC is a private terminal facility with rail siding located on the Wilmington Terminal Railway (WTRY) serving Wilmington, NC and surrounding areas.
- The CSX routing address for CTW is SE 3590WTR017.
- Rail-Truck transload and product storage services are provided by Chemserve Terminal of Wilmington Terminal, LLC at 3325 River Rd, Wilmington, NC 28412.
- Contact the Terminal at: (910) 799-0180.

Item 110 Chemserve Terminal of Wilmington Transload and Storage Services

The Terminal Facility

CTW comprises over 45 acres of land for the transferring and transloading of a wide variety of commodities and products between railcars, trucks, vessels, storage tanks, and other means of storage. The Terminal's mission is to provide receivers and shippers with a superior means of reducing transportation costs to and from Wilmington, NC and realize other value-added benefits associated with rail transportation. Please contact us and let us know how we can help you and your business.

Product and Commodity Handling Capabilities

A wide variety of products and commodities can be transloaded and stored at CTW, including:

Petroleum, such as:	Chemicals, such as:
<ul style="list-style-type: none">• Gasoline• Diesel• Jet Fuel• Motor Oil• Lube Oil• Biodiesel	<ul style="list-style-type: none">▪ Liquid Fertilizers▪ DEF▪ Ethanol▪ Methanol▪ Fats and oils▪ Acids▪ Bases

Please ask if your product or commodity can be transloaded at CTW. All transloads are subject to the pre-approval of CTW that it can safely and effectively handle your particular product or commodity. CTW reserves the right to refuse to handle any product or commodity at its sole discretion.

Services Provided by CTW

- ***Inbound Railcar Reports and Notifications....***

We'll keep you informed of your shipments enroute to CTW, and when they arrive.
- ***Inventory Reports....***

So you can easily keep track of your inventory held at the Terminal.

▪ ***Railcar Handling and Inspection...***

CTW makes sure your railcar is spotted where it needs to be for unloading/loading and furnishes an inbound inspection of each railcar. Railcar inspections look for:

- ✓ Verification that customer seals are intact, if applicable
- ✓ Visible leaks or damage
- ✓ Broken safety devices pertaining to the transload process
- ✓ Appropriate placarding

▪ ***Perform Product Transloading...***

CTW safely transfers your valuable cargo between railcars, trucks, containers, and storage tanks.

▪ ***Monitor Product Transloading...*** (When the loading/unloading is self-performed by a motor carrier) When customers perform their own transloading at CTW, we're there to assist.

▪ ***Remove / Replace / Record Seals...***

We track and record all seal numbers on all equipment for which we provide the transloading.

▪ ***Product Sampling...***

We can arrange for sampling of your product, when that service is of value to you.

▪ ***Truck Scheduling...***

CTW works closely with all motor carriers to ensure efficient movement throughout the Terminal. (See Motor Carrier Operating Provisions, Item 40)

▪ ***Empty and Loaded Truck Weighing...***

Inbound and outbound scale weights are included in any service price. Additional use of our truck scale is available at nominal cost.

Days and Hours of Service

CTW is open Monday through Friday from 8:00 am to 4:00 pm, and on weekends as scheduled in advance with the Terminal.

The Terminal is closed on the following holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Item 125 Application of Services (Terms, Conditions and General Rules Pertaining to Services Provided)

Coverage of Terms and Conditions and Tariff Revisions

The terms and conditions contained in this Tariff apply to all services provided by CTW. By utilizing the services of CTW, it is conclusively presumed that our customers agree to all terms and conditions contained herein, in addition to, or even in the absence of, an executed agreement with CTW.

This Tariff may be revised from time to time, without notice. Copies of this Tariff are available at CTW's Terminal Office, and are also available for download on our web site: www.ChemserveTerminal.com

Status of the Parties

CTW shall at all times be an independent contractor vis a vis its customers in connection with the services described in this Tariff.

Consignee and Shipper Definitions on Rail Bills of Lading and Other Documents

As used in this Tariff...

...For inbound rail shipments:

- "Consignee" means the entity that owns the product that will be transloaded at the time the product is being delivered to CTW by rail.
- "Shipper" means the entity that is the consignor of the inbound rail shipment to CTW.
- "Care of Party" is Chemserve Terminal of Wilmington, LLC with mailing address 3325 River Rd., Wilmington, NC 28412.
- "Destination Rail Station" is CTW Wilmington, NC

...For outbound rail shipments:

- "Shipper" means the entity that owns the product at the time the product is delivered to CTW by truck.
- "Consignee" means the entity that is named as such on the rail bill of lading for the outbound rail shipment from CTW.

Please be sure that all bills of lading and other shipping documents are completely and accurately filled out.

Required Method of Communication

For the benefit of all parties, all communication regarding any notice, order, release, status, etc. of railcars, trucks, etc. must be done electronically or otherwise in writing, either via EDI, fax, email, or by written forms delivered to the CTW / CTW Terminal Office. Notices will be considered effective upon receipt by CTW.

Hazardous Materials and Transloading of Liquids

All hazardous materials and liquids are required to be handled by trained CTW personnel, or through CTW's automated loading system. Customers are not permitted to self-transload hazardous materials or liquids of any kind. CTW and CTW do not provide for storage of railcars containing hazardous materials. Arrangements must be made for all such railcars to be promptly transloaded or transferred to storage.

Product Information

Customer represents and warrants that any and all information supplied by Customer concerning the content of a railcar or truck/trailer or container, and the identity, nature, and handling of a product, shall be the latest information known to Customer, accurate and complete. Customer is liable for providing an accurate STCC (Standard Transportation Commodity Code) and SDS (Safety Data Sheet). Customer is also responsible for providing Placards required for railcars or trucks as necessary.

Indemnification and Damages

Customer shall release, indemnify and hold harmless CTW and its directors, officers and employees from and against any and all damages arising out of or relating to Customer's, its motor carriers', its motor carriers' equipment, its contractors', its agents' or their respective employees', contractors' or agents' (i) negligence, intentional misconduct, or failure to comply with one or more terms or conditions of this Tariff or any associated agreements, or (ii) presence at or use of CTW's equipment or systems, except to the extent caused by the sole negligence or intentional misconduct of CTW. This indemnification obligation shall survive the completion of the last transfer and release of the associated railcar and the termination, expiration, or non-renewal of any agreement related thereto.

CTW shall, except to the extent otherwise provided or limited in this Tariff, release, indemnify and hold

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harmless Customer and its directors, officers and employees from and against any and all damages to the extent caused by the sole negligence or intentional misconduct of CTW or its contractors or their respective employees or agents. This indemnification obligation shall survive the completion of the last transfer and release of the associated railcar and the termination, expiration, or non-renewal of any agreement related thereto.

To the extent a spill or discharge is caused by the sole negligence, intentional misconduct or failure to comply with the terms or conditions of this Tariff or any other agreements with Customer on the part of CTW, its contractors, or their respective employees or agents, the clean-up and remediation of the spill or discharge shall, as between CTW and Customer, and except to the extent otherwise provided or limited in this Tariff, be the responsibility of, and the costs thereof shall be borne by, CTW. To the extent a spill or discharge is caused by the negligence, intentional misconduct or failure to comply with the terms or conditions of this Tariff or any other agreements with CTW on the part of Customer, its motor carriers, its other contractors or their respective employees or agents, the clean-up and remediation of the spill or discharge shall, as between CTW and Customer, be the responsibility of, and the costs thereof shall be borne by, Customer. In that event, however, CTW is authorized by Customer, at Customer's expense, to commence and carry out any and all containment or clean-up operations deemed reasonable and appropriate by CTW or required by governmental agency, law or regulation.

With the exception of indemnification obligations in this Tariff with respect to third party damages, neither CTW nor Customer nor their respective affiliates, contractors, agents, directors, officers, employees, successors and assigns shall have any liability to any other party under this Tariff or any related agreements they may have with one another, regardless of the circumstances, whether related to loss or damage to product, personal injury to or death of any persons, property damage or otherwise, for indirect, special, consequential, or punitive damages, whether known, contemplated, foreseeable or unforeseeable.

Loss or Damage Liability Limits and Claims

CTW's liability for loss or damage to property or delay in transfer or transload of shipment shall be that of a warehouseman only, as it may be further limited by the terms of this Tariff, and shall be limited to the negligence of CTW in the performance of the services described in this Tariff. Consistent with the duties of a warehouseman, CTW will use commercially reasonable efforts, and will cause its contractors and agents to use such efforts, to protect the property and product of Customer while on CTW premises; provided, however, that except to the extent caused by the sole negligence or intentional misconduct of CTW, CTW will not be liable for any damages caused to the property or product of Customer caused by a third party. CTW shall not be liable for consequential, indirect, special or punitive damages, interest, attorneys' fees, or any amount in excess of the actual loss. CTW shall have no responsibility or liability for (i) loss or damage to product self-transloaded, and (ii) loss of product if less than 1% of the total amount shipped. A claim for loss or damage must be received by CTW within sixty (60) days after loss or damage is identified, or it cannot be considered.

Taxes

Customer shall be responsible for all sales and use taxes, value added taxes, excise taxes, withholding taxes, and other transactional taxes imposed by any federal, state, local, or international taxing jurisdiction on this Tariff or the goods and services provided hereunder. Customer shall be responsible for property or ad valorem taxes imposed on product or property handled by CTW at Customer's request.

Force Majeure

CTW shall be excused from fulfilling its obligations under this Tariff and any contract related thereto, and shall not be liable for any loss, damage or delay occurring due to conditions beyond its reasonable control, including, but not limited to, fires or explosions; acts of God, including, but not limited to, floods, hurricanes, tornadoes, earthquakes, unusually severe weather, and natural disasters; war; insurrections; derailments; actual or threatened acts of terrorists or the public enemy; acts of governmental authority; actual or threatened labor action, lockouts or strikes; embargoes; quarantines; acts or defaults of the shipper, consignee, customer, owner, transporter or any other party; or inherent defect, or perishable nature of the product.

Item 140 Motor Carrier Operating Provisions

Motor Carrier Access

CTW is generally open to all motor carriers; however, CTW reserves the right to restrict or deny access to any motor carrier or their personnel at CTW's sole discretion. All motor carriers entering CTW premises must have a valid CDL (Commercial Driver's License) in his/her possession, and must comply with all provisions of this Item 40, In addition, by entering CTW premises, motor carriers evidence that they are in agreement with and agree to comply with all terms and conditions in this Tariff, including those pertaining to indemnification and damages. Motor Carriers who are certified by CTW to have unattended access to the facility must complete and operate according to the terms and conditions of CTW's Carrier Unattended Access Agreement.

Transload Scheduling and Truck Detention Charges

In order to provide for efficient Terminal operations, motor carriers are required to schedule their transload days and times with the CTW Terminal Office at least 24 hrs. in advance. CTW will make every effort to accommodate early or late arrivals at the Terminal, as resources allow. CTW is not responsible for a motor carrier's detention charges, unless the Terminal is the sole cause of the delay.

Working Track Protection with Blue Flags

All motor carriers are required to ensure that the track they are working on has been protected by a Blue Flag on the end of the railcar or group of railcars they are working. Motor carriers must not approach any railcar unless and until such Blue Flag protections has been confirmed with all personnel performing the transloading. CTW will provide individual instruction on the use of Blue Flags to all motor carriers using CTW.

General Safety and Security

All motor carriers shall exercise a high level of caution at all times while within CTW, always looking out for any and all potential hazards to safety. All vehicles shall not exceed a speed of ten (10) miles per hour at all times. Cell phones are not to be used while driving within CTW property.

All motor carriers are responsible for providing their personnel with necessary Personal Protective Equipment, including hard hats, safety glasses with side shields and safety boots with steal toes, which must be worn at all times when on the ground in the Terminal transloading area.

In no case shall motor carrier's equipment be closer than nine (9) feet from the centerline of any track in order to give necessary clearance for rail operations. Motor carriers are responsible for properly disposing of any spilled product immediately following a transload.

Close attention to potential electrical hazards is also a requirement of all motor carriers (keeping away from standing water, looking out for cords crossing roadways, etc.)

Motor carriers will allow a search of its vehicles by CTW personnel prior to entering or exiting CTW, as CTW personnel may deem necessary. There will be no photography on CTW premises including all types of visual or audio recording devises, including but not limited to Mobile Phones, without the prior approval of CTW.

Insurance

ANY motor carrier accessing CTW must have the following minimum insurance coverage in full force and effect:

1. Commercial General Liability Insurance
\$1,000,000 per occurrence, naming CTW and CTW as an additional insured and containing contractual liability coverage.
2. Automobile Liability Insurance
\$1,000,000 per occurrence, naming CTW and CTW as an additional insured and covering owned, hired or non-owned motor vehicles.

3. Workers Compensation Insurance
Statutory Amounts with waiver of subrogation rights where permitted by law.
4. Employer's Liability Insurance
\$1,000,000 per occurrence, per employee.

Policies shall contain waiver of subrogation rights endorsements unless where prohibited by state law and shall not have an exclusion for liability relating to railroad operations. Such policies shall further require that CTW and CTW be given at least thirty (30) days' prior written notice of any cancellation or modification of such policies. Prior to accessing CTW for the first time, a motor carrier must provide CTW with certificates of insurance evidencing such coverage. The insurance and limits insured as shown above shall not limit, or be considered to limit, in any way motor carrier's liability hereunder, nor an agreement by CTW or CTW to assume liability in excess of said amounts or for risks not insured against.

Item 155 Charges for Transload and Storage Services

Estimated Charges

CTW service charges are determined with customers on an individual basis; however, the following serve as estimates of charges that would apply to various service scenarios. The actual price may be higher or lower, depending on market conditions and the individual costs involved for a specific customer's service needs.

Be sure to discuss with a CTW representative how these charges work in your business model.

<u>Dry Bulk - CTW Direct Transload</u>	<u>Per 100 Pounds</u>
Non-hazardous Liquids	\$0.34
Hazardous Liquids	\$0.40
Flammable Liquids	<i>Call for Pricing</i>

CTW Transload with Transfer to On-site Storage

Dry Bulk	<i>Call for Pricing</i>
Liquid Bulk	<i>Call for Pricing</i>

Please contact CTW for information and pricing on any service not listed above.

Extension of Credit and Payment of Charges

CTW's Customers must establish credit with CTW prior to the delivery of services by CTW. See your CTW representative for a copy of our credit application.

Charges will be invoiced by CTW to the named party on the bill of lading or other shipping document, or as otherwise determined in advance between CTW and its customers. All charges should be paid in full within fifteen (15) days of invoice date.

A finance charge of 18% per annum (0.00493% per day) will be assessed on charges not paid when due, up to the date of receipt of payment in full.

Part 2. Reference and General Items

Item 200 Description of Governing Classification and Exceptions

The term "Uniform Classification" when used in this Tariff means:

Uniform Freight Classification, Uniform Classification Committee, UFC 6000-Series

EXCEPTION: Rules 13, 24 and 29 of UFC 6000-series do not apply.

Item 225 Explosives and Dangerous Articles

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

Item 240 Capacities and Dimensions of Railcars

For marked capacities, lengths, dimensions and cubical capacities of railcars, see The Official Railway Equipment Register, STB RER 6413-Series, issued by R. E. R. Publishing Corporation, Agent.

Item 255 Clearance Plate and Gross Weight on Rail

Shipments to and from CTW are cleared to Plate F on CTW and NCA. Gross weight on rail (total railcar and lading weight; also known as "gross rail load" or "GRL") for four-axle railcars is restricted to 263,000 pounds.

Item 270 Overloaded and Improperly Loaded Railcars

Overloaded and improperly loaded railcars are extremely dangerous to railroad operations. When a railcar is found to be overloaded by more than one percent (1%) above the load limit stenciled on the side of the railcar, or above the gross rail load rating of any segment of track in the route regardless of the railcar's load limit; or is found to be improperly loaded according to loading rules established by the AAR, the shipper will be required to take corrective action at its own expense.

Part 3. Demurrage and Railcar Storage Provisions

Item 310 Demurrage Purpose and General Rule

Note: Demurrage charges from CTW apply only to customers who self-unload or self-load railcars. In no case will demurrage from CTW be charged when CTW is responsible for loading or unloading customer's railcars.

- A. CTW shall not be liable for any demurrage charges which may accrue on any receipts tendered for receipt into its facility for any reason including, but not limited to, items out of its control and/or unexpected equipment failures, unless such loading in is negligently or unreasonably delayed by CTW, or any of its agents or employees.
- B. CTW, shall not be liable for any demurrage charges which may accrue on any receipts tendered for receipt into its facility for any reason including, but not limited to, items out of its control and/or unexpected equipment failures, unless such loading in is negligently or unreasonably delayed by CTW or any of its agents or employees.
- C. CTW shall not be liable for any demurrage charges which may accrue related to any railcars and/or Motor

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Vehicles awaiting transfer into its facility for any reason including, but not limited to, items out of its control, unexpected equipment failures (including unintentional automated loading system/equipment failure), lack of CUSTOMER's loading orders and/or exceedance of contractual limitations on daily loading capacities, unless such transfers are negligently or unreasonably delayed by CTW, or any of its agents or employees

- D. CTW shall not be liable in any way for any demurrage charges that may accrue related to, or caused by the actions of third parties.
- E. CUSTOMER agrees to promptly reimburse CTW for any demurrage charges CTW is compelled to pay, pursuant to any Governmental, Regulatory or Court Action, for which CTW has no contractual liability as per sections A., B., C., and D. above. All such reimbursement charges (including a 15% handling charge) shall be subject to late charges as enumerated in Item 55, above

Item 340 Storage (assessed by CTW): Purpose and General Rules

Note: If railcars are unloaded or loaded by CTW, the time from placement to release will be excluded from storage time. In no case will storage be charged while CTW is responsible for unloading or loading the customer's railcars.

- A. Storage (as defined in this Tariff) is a charge for holding a private, loaded or unloaded railcar, containing non-hazardous materials at CTW beyond the prescribed free loading or unloading time, in lieu of demurrage. Storage charges are lower than demurrage charges in recognition of the fact that an entity other than a railroad has invested in the railcar, and that users of private railcars may agree between and among themselves to use such railcars for temporary storage of product.
- B. By accepting railcars into storage status, customer agrees to protect, save harmless, defend and indemnify CTW from and against all claims, costs, expenses and liability for all loss and damage to lading contained in subject railcar(s) – including damage to the railcar itself – stored at CTW, regardless of cause and whether caused by, arising out of or resulting from trespassers, vandals or acts of God. By accepting a railcar into storage status in lieu of demurrage, customer is agreeing to this provision. If customer does NOT wish to agree to this provision, customer must notify CTW in writing – prior to subject railcar's arrival at CTW – to request that standard demurrage apply to private railcars.
- C. Shipments transported via CTW are subject to storage rules and charges ONLY as published in this Tariff.
- D. Weekends and holidays are treated the same as regular business days for the purpose of calculating storage. Once a railcar is put into storage status, every day is counted, including weekends and holidays.
- E. The date and time that a customer notifies CTW that the railcar has been released governs the calculation of storage. Instructions cannot be "back-dated."
- F. Verbal instructions cannot be accepted. All instructions should be sent to the CTW Customer Service Center.
- G. Storage charges are billed monthly. Storage invoices include accrued charges on all railcars in storage, including those not yet released from storage status.
- H. Storage invoices must be paid within fifteen (15) calendar days from presentation of the invoice.

Item 355 Storage Charges (Private, Loaded, Non-hazardous Railcars)

Storage charges begin one hundred twenty (120) hours from the next 12:01 a.m. (0001 hours) following loaded constructive or actual placement at CTW.

Storage charges end at the date and time that the railcar is released empty by the customer.

Charges

Storage charge for each day, or portion of a day:

Move	Free Time	Daily Charge (first 5 days)	Daily Charge (all days after first 5)
inbound load	120 hours from next 12:01 am following constructive or actual placement	\$20	\$40

Item 370 Toxic / Poisonous Inhalation Hazard (TIH / PIH) Railcars

Storage of railcars containing toxic or poisonous inhalation hazards (TIH or PIH) on CTW and at CTW – IS NOT PERMITTED. Such railcars must be unloaded by CTW personnel within twenty four (24) hours of arrival at CTW.

If placement track(s) are full, CTW reserves the right to pull railcar(s) to make room on the track to spot the TIH / PIH railcar(s). If pulling railcars cannot be accomplished (railcars are in the process of being unloaded, etc.) and CTW must hold the railcars longer than prescribed, then a penalty charge applies.

Charge

Unable to Spot TIH / PIH Railcar Penalty: \$1,000 per car, per day

Part 4. Glossary of Governing Terms and Abbreviations

Item 400 Glossary of Terms and Governing Definitions

For the purpose of applying the provisions of this Tariff, the following are defined and will govern:

Actual Placement: When a railcar is placed in an accessible position for loading or unloading on the appropriate track at CTW.

Bill of Lading: The written contract of carriage between shipper and railroad(s); contains all of the information necessary for railroad to create a waybill for the shipment.

Consignee: The party to whom a shipment is consigned or the party entitled to receive the shipment 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 the terms and conditions of this Tariff.

Consignor / Shipper: The party in whose name railcars are ordered or the party who furnished the bill of lading or the forwarding instructions.

Consignor and Shipper shall have the same meaning for the purposes of this Tariff. The Shipper is the party that enters into the contract of carriage with CTW or the originating railroad. 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 this Tariff. 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 this Tariff.

Constructive Placement: When a railcar cannot be actually placed because of a lack of track capacity (track

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is full of railcars with no room to place another) or for any other condition attributable to the customer, and so is held outside of the track where the railcar is to be placed.

Disposition: Information, including forwarding instructions or release, which allows the railroad to either tender or release the railcar from the consignor's or consignee's account.

Forwarding Instructions: A bill of lading or other written shipping instructions given to CTW, containing all of the necessary information to transport a shipment.

Free Time: In the calculation of storage, the period of time between the next 12:01 am following arrival at serving yard or storage track and when the first storage day begins.

Lease Track: ANY track(s) assigned to a customer by CTW through written agreement.

Loading: The complete or partial loading of a railcar in conformity with AAR loading and clearance rules, and the furnishing of forwarding instructions.

Loaded Railcar: A railcar that is completely or partially loaded.

Payer: The party primarily responsible for the payment of freight and other charges. The Payor may be the Shipper, Consignee or another party who has established credit with CTW.

Re-consignment: An order to bill a loaded or empty railcar to other than the original billed consignee; a change in the name of the consignor; or, an order that requires a change in the party responsible for payment of transportation charges of a shipment or empty railcar.

Rejected Railcar: When the original loaded railcar is rejected at destination without being unloaded. Or, when an empty railcar placed for loading is rejected at origin without being loaded.

Release: Date and time that the railroad receives valid notice that a railcar is empty, or that forwarding instructions are received, and inspection is approved (if required) by CTW and connecting railroads.

Reshipment / Re-bill: A new document by which the entire original shipment is forwarded in the same railcar to another destination.

Road-haul Traffic: Traffic received from or moved to a point outside of the switching limits of CTW and moved on a revenue waybill.

Storage (Railcars): A charge for holding a private, loaded railcar containing non-hazardous materials in lieu of demurrage.

Storage Day: A twenty-four (24) hour period, or part thereof, beginning 0001 after the expiration of storage free time.

Tender: The presentation of a shipment for transportation by the shipper; or, the actual or constructive placement of a loaded railcar by the railroad.

Transfer: Term can be used synonymously with "Transload;" however, more appropriately refers to unloading a railcar, truck or container and moving the commodity or product into a storage tank, or other storage area, and vice-versa (as opposed to the immediate reloading of product into another mode of transportation.)

Transload: The unloading of commodities and products from a railcar, truck, or container and reloading them into a different railcar, truck or container. Also refers to the removal of a container from a railcar and loading it onto a truck chassis, and vice-versa.

Unloading: As used in the calculation of demurrage, the complete unloading of a railcar and electronic or other written notification received from consignee that the railcar is empty and released back to the railroad.

Item 410 Explanation of Abbreviations

AAR	Association of American Railroads
BOE	Bureau of Explosives
CDI-T	Chemical Distribution Institute - Terminals
CTW	Chemserve Terminal of Wilmington, LLC
CFR	Code of Federal Regulations
CSXT	CSX Transportation
FRA	Federal Railroad Administration
FSAC	Freight Station Accounting Code
ILTA	International Liquid Terminal Association
MPS	Mechanical Protective Service

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MSDS	Material Safety Data Sheet
OPSL	Official Railroad Station List
RCCR	Rail Carrier Cost Recovery
RER	Official Railway Equipment Register
RPS	Railroad Publication Services
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
TIH / PIH	Toxic / poisonous inhalation hazard
UFC	Uniform Freight Classification
WTRY	Wilmington Terminal Railway

--- End of Tariff ---