

***PAN AM SOUTHERN, LLC.  
Demurrage Tariff  
PAS 16004***

**DEMURRAGE RULES TARIFF  
APPLYING  
AT ALL  
STATIONS  
ON  
PAN AM SOUTHERN, LLC.**

**ISSUED: January 15, 2025      EFFECTIVE: January 1, 2025**

*\*This tariff supersedes and replaces in its entirety the prior PAS 6004 series.*

\* Or such later date on which Berkshire & Eastern Railroad commences operations as the contract operator of the rail lines owned, leased, or controlled by Pan Am Southern LLC.

*Issued by and on behalf of the Subscribing Carrier referenced herein:  
Commercial Services Department  
Genesee & Wyoming Railroad Services, Inc.  
13901 Sutton Park Drive South  
Jacksonville, FL 32224*

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**THE FOLLOWING DEFINITIONS DEFINE AND GOVERN THE PROVISIONS OUTLINED IN THIS TARIFF.**

**ACTUAL PLACEMENT** – When a car(s) is placed in an accessible position for loading or unloading or, at a point designated by the consignor or consignee.

**CLOSED GATE CUSTOMER** – Customer who is required to provide disposition for constructively placed railcars.

**CONSIGNEE** – The party to whom a shipment is consigned, or the party entitled to receive the shipment.

**CONSIGNOR** – The party in whose name a car(s) is ordered; or the party who furnishes forwarding directions.

**CONSTRUCTIVE PLACEMENT** – When a car(s) cannot be actually placed due to any condition attributable to the consignor or consignee, including order notify and in-bond shipments, such car(s) will be held on PAS's tracks and notice will be provided to the consignor or consignee that the car(s) is held awaiting disposition instructions. Car(s), placed by PAS on private or other than public delivery tracks, including lead tracks serving the consignor or consignee, will be considered constructively placed without notice.

**CREDIT** – A non-chargeable demurrage day. Credits may be earned when a car(s) is released by the customer and is used to offset chargeable demurrage days.

**DEMURRAGE DAY** – A twenty-four (24) hour period (calendar day), or part thereof, commencing 0001 after tender.

**DISPOSITION** – Information, including forwarding instructions or release, that allows the railroad to either tender or release the car(s) from the consignor's or consignee's account.

**DIVERSION** – An order provided by the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions.

**EMPTY CAR(S) ORDERED AND NOT USED** – Empty car(s), placed for loading as ordered, and subsequently released without being used in transportation service.

**EMPTY RELEASE INFORMATION** – Advice provided by the consignee to authorized personnel, that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.

**FORWARDING INSTRUCTIONS** – Shipping instructions provided at the point of loading that contain all the necessary information to transport the shipment to its final destination.

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**LEASE TRACK** – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.

**LOADING** – The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing of forwarding instructions.

**LOADED CAR(S)** – A car(s) that is completely or partially loaded.

**NOTIFICATION** – When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.

**OPEN GATE CUSTOMER** – Customer that does not require notification that car(s) is available for loading or unloading. Actual placement will constitute notification. This is not available to Pan Am Southern served customers.

**ORDER DATE** – The date that the consignor / consignee requires placement of car(s).

**OTHER THAN PUBLIC DELIVERY TRACK** – Any trackage assigned for individual use, including privately owned or leased tracks.

**PARTIAL UNLOADING** – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.

**PRIVATE CAR(S)** – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.

**PRIVATE TRACK** – Tracks that are not owned or leased by the railroad.

**PUBLIC DELIVERY TRACK** -Track that is open to the general public for loading and unloading.

**RAILROAD-CONTROLLED CAR(S)** – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.

**RECONSIGNMENT** – An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s), is not a reconsignment).

**REFUSED LOADED CAR(S)** – When the original loaded car(s) is refused at destination without being unloaded.

**RELOADING** – When a car(s) is held for loading after being released as an empty.

**RESHIPMENT** – A new document by which the entire original shipment is forwarded in the same car(s) to another destination.

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**SERVING YARD** – A classification yard where the local train serving the customer originates.

**SHIPPER ASSIGNED CAR(S)** – Specific empty car(s) assigned to a particular shipper for their exclusive use.

**STOPPED IN TRANSIT** – When a car(s) is held en route due to any condition attributable to the consignor, consignee, or owner.

**TENDER** – The notification, actual or constructive placement, of an empty or loaded car(s).

**TIME** – Local time is applicable and is expressed on the basis of the 24-hour clock. Example: 12:01 AM is expressed as 0001 Hours.

**UNLOADING** – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.

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**ITEM 1000 APPLICATION:**

This section applies to all PAS served customers and covers all railroad and private marked freight car(s) held for or by the customer(s), with the following exceptions:

- A. Coal, coke and hazardous governed by separate agreement.
- B. Private car(s), on private tracks, except as provided in Item 1035
- C. Car(s) containing refused or unclaimed freight to be sold by PAS.
- D. Empty car(s) rejected as unsuitable for loading.
- E. Multi-level equipment

**ITEM 1005 PURPOSE:**

PAS bases its freight transportation prices on the expectation that railcars furnished to customers will be promptly loaded and unloaded. The purpose of this Tariff is to describe how the time railcars are under the control of customers is defined, and to specify the prices that PAS charges should a customer retain control of railcars beyond the time incorporated into our freight rates.

**ITEM 1010 NOTIFICATION TO CONSIGNOR OR CONSIGNEE:**

PAS will furnish the following notifications as indicated:

1. Cars for other than public delivery tracks:
  - a. Notice of availability of car for unloading to closed gate customers.
  - b. Notice of constructive placement if car(s) are held on PAS tracks due to reasons attributable to the consignor or consignee.
  - c. When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track.
2. Cars for public delivery tracks:
  - a. Notice will be given to the party entitled to receive notification when car(s) is actually placed.
3. Cars stopped in transit:
  - a. Notice will be given to the consignor, consignee or owner responsible for the car being stopped upon arrival of the car at the point of stoppage.
4. Refused loaded car(s):
  - a. When a loaded car is refused at destination, PAS will give notice of such refusal to the consignor or owner.

Notification may be given in writing or electronically, and will contain the following:

1. Car initials and number.
2. If lading transferred en route, the initials and number of the original car.
2. Commodity.

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**ITEM 1015 NOTIFICATION TO PAS:**

- A. When PAS personnel are not on duty to receive forwarding instructions, empty release information or other disposition, consignor/consignee will have until 0001 of the next day personnel are on duty to furnish such instructions, and they will be considered as having been furnished at the date and time the instructions could have been furnished.
- B. When electronic or mechanical devices are used to furnish notification to PAS, the recorded date and time that the instructions are received will govern.

**ITEM 1020 HANDLING OF SHIPPER ASSIGNED CAR(S):**

A) APPLICATION

- 2) The shipper must provide advance notice for all car assignment requests, in writing, in the following form:

(Company Name) \_\_\_\_\_ hereby requests the assignment of car(s)  
(Enter the number of cars here) \_\_\_\_\_,  
(Enter car type here) \_\_\_\_\_,  
located at (Enter location here) \_\_\_\_\_.

If said assignment, is granted by PAS, it is understood that the car(s) will be subject to the rules and charges in PAS Tariff \_\_\_\_\_ - series.

(Signed & Date) \_\_\_\_\_

(Title) \_\_\_\_\_

Accepted by PAS on (Enter date here), (Enter the number of cars here) \_\_\_\_\_ car(s) will be placed in this assignment.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

- 2) Assignment of car(s) will be at the sole discretion of PAS.

- 3) When PAS agrees to an assignment of car(s), the assignee will be notified by the accepted return of the assignee's written request.

B) RELEASE OF CAR(S) FROM ASSIGNMENT

- a) The assignee may release car(s) from assignment by providing notice to PAS, in writing or confirmed in writing, at least one (1) day prior to the date of the desired release.
- b) PAS will select the car(s) to be removed from the assignment.
- c) Assignee will not be permitted to release car(s) until all shipper-owned appurtenances have been removed.

C) ACCOUNTABILITY AND CHARGES

The shipper assigned car(s) will be subject to the "car(s) held for loading" provisions in Item 1035.

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**ITEM 1025 PRIVATE CAR APPLICATION FOR RAILROAD MARKED CAR(S):**

PAS is aware that shippers, acting as consignors and/or consignees, may sometimes lease railcars from other railroads for shipments that may originate or terminate on PAS. Such railcars normally contain the reporting marks of the lessor railroad. In order to avoid the assessment of demurrage charges by PAS when such railcars are located on private or leased tracks, on PAS rail lines, it is necessary that shippers apply to, and receive the approval of, PAS for the designation of such cars as “private” cars for the purposes of demurrage.

**A. APPLICATION:**

1. Shipper must submit a written application that is received by PAS not less than thirty (30) days prior to the date that the shipper desires the “private” car designation to take effect.

The application must include:

- The name of the shipper
- The name of the lessor railroad
- A listing of the reporting marks of the railcars leased by the shipper from the lessor railroad.
- The type of railcar.
- The length of time requested for the private railcar designation.
- Provide confirmation that the lessor railroad has submitted for a zero rate offer (time and mileage) to PAS in deprecation equal to the length of time requested.

The application must be sent to PAS at the following address: [FleetManagement@gwrr.com](mailto:FleetManagement@gwrr.com)

2. PAS will provide a written reply to each application within thirty (30) Days of receipt of the application. PAS, in its sole discretion, may accept or reject the application in whole or in part. PAS may accept a smaller number of railcars than requested and/or for a shorter amount of time.

3. For the avoidance of any doubt, the acceptance and designation of such cars as “private” applies only to PAS demurrage calculations.

**B. ACCOUNTABILITY AND CHARGES:**

1. While the acceptance is in effect, the applicable railcars will not be assessed demurrage by PAS when such railcars are located on private sidetracks that connect with PAS or on PAS tracks that are leased for storage or loading / unloading purposes.

2. At the end of the period designated by PAS the railcars will return to “railroad” marked status for demurrage purposes. If the shipper wishes to extend the “private” marked status for the railcars, a new application must be received by PAS not later than thirty (30) days prior to the end of the period. PAS may accept or reject the application, as provided herein.

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**ITEM 1035 CAR(S) HELD FOR LOADING:**

**TENDER:**

Shipper Assigned Car(s):

- The notification that an empty car is available.

Other than Shipper Assigned Car(s):

- A. The notification, actual or constructive placement, of empty cars(s) placed on orders of the consignor.
- B. Cars held by PAS will be constructively placed on “order date” if the car order is not cancelled prior to the order date or if placement instructions have not been received by PAS.

**RELEASE:**

- A. Date and time forwarding instructions are received.
- B. Car(s) placed on the interchange tracks of a consignor, who performs its own switching, must be returned to the interchange track for release.
- C. Improperly loaded or overloaded car(s) at origin will not be considered released until the load has been adjusted properly.
- D. Shipper assigned car(s) released:
  - 1. When car(s) are released to a rail carrier other than PAS at a jointly served facility location (an industry switched by PAS and another railroad), the car(s) are considered released by PAS upon interchange to the other carrier.
  - 2. Car(s) released from assignment by the assignee will be considered released from demurrage at the first 0001 hour after the release from the assignment. (Release from assignment cannot be made retroactive).
  - 3. During plant shutdowns, car(s) must be released from assignment to prevent demurrage from accruing.

**COMPUTATION:**

- A. Time will be computed from the first 0001 hours after tender until the release.
- B. If the car is placed earlier than the date of the order, time will be computed from the first 0001 hours after the order date until it is released.
- C. When the same car is unloaded and reloaded, time will be computed from the first 0001 hours after advice is received that the car(s) is empty until the car(s) is released.
- D. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

**CREDITS:**

Credits will be allowed for each car released from loading in accordance with Item 1050 Demurrage Plans.



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**ITEM 1035 PRIVATE CAR(S) HELD FOR COMPLETE UNLOADING:**

The application of demurrage under this item for loaded private car(s) held on private tracks at the destination, will apply only when all of the following conditions have been met:

1. The shipping document furnished to direct the movement of the car(s) to the unloading station contains an endorsement substantially stating that:

- car(s) is subject to demurrage at destination when held on private tracks as provided in destination carrier's tariff,

OR

- car(s) is subject to Item 1035, PAS 16004 Tariff series.

2. When the shipping document is provided in an electronic format, the appropriate ANSI (American National Standards Institute) Special Handling Code should be furnished to reflect Condition Number 1. If the Special Handling Code is furnished, inclusion of the endorsement language in Condition Number 1 is optional.

3. The notation of the shipping document is declared before the car leaves the initial origin.

**TENDER:** The notification, actual or constructive placement, of a loaded car(s).

**RELEASE:**

A. Date and time that the railroad receives advice that the car(s) is empty.

B. Car(s) placed on the interchange tracks of a consignee who performs its own switching must be returned to the interchange track for release.

C. When the same car is unloaded and reloaded, empty release information must be furnished at the time the car is made empty. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

**COMPUTATION:**

Time will be computed from the first 0001 hours after tender until release.

**CREDITS:**

1. Credits will be allowed for each car released from unloading in accordance with Item 1050 Demurrage Plans.

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**ITEM 1040 PRIVATE CAR(S) AND RAILROAD CAR(S) HELD FOR OTHER THAN LOADING AND UNLOADING:**

Applies to car(s) held:

- A. On orders of consignor or consignee.
- B. Awaiting proper disposition from the consignor or consignee.
- C. As a result of conditions attributable to consignor or consignee.

**DISPOSITION:**

That information, including forwarding instructions or empty release information, that allows the railroad to either tender or release the car from the consignor's or consignee's account.

**TENDER:**

The notification, actual or constructive placement of a loaded car(s).

**RELEASE:**

Date and time that the railroad receives advice that the car is empty, or that forwarding instructions are received.

**COMPUTATION:**

Time will be computed from the first 0001 hours:

- A. After tender, until release, on car(s):
  - 1. Diverted
  - 2. Empty for loading – ordered and not used (other than a rejected car)
  - 3. Partially unloaded
  - 4. Reconsigned
  - 5. Reshipped
  - 6. Stopped in transit
- B. After car(s) are received by PAS until date of disposition on:
  - 1. Car(s) received from connecting carriers
  - 2. Loaded private car(s) returned to railroad tracks
  - 3. Empty car(s) moving as freight with STCC 37 422 XX
- C. After tender until date of refusal on:
  - 1. Refused loaded car(s) (consignee)
- D. After tender until date of disposition on:
  - 1. Refused loaded car(s) (consignor)
- E. After tender until release or placement on private tracks on:
  - 1. Loaded private car(s) – while held on railroad tracks.
  - 2. Empty car(s) moving as freight with STCC 37-422-xx

**CREDITS:**

Credits will be allowed for each car released, or on which disposition is provided in accordance with Item 1050 Demurrage Plans.

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**ITEM 1041 RAILCARS THAT EXCEED LEASED TRACK SPACE:**

In the event a customer makes arrangements with PAS to lease track pursuant to a Track Lease Agreement and the number of railcars held for any given day exceeds the length of track space or the number of railcar spaces provided for in the Track Lease Agreement, an overage charge per railcar will be assessed for each railcar held beyond the allotted space. No free time or credits will be allowed, nor will relief be granted for holidays. For charge information see Item 1050 Demurrage Schedule of Charges.

**ITEM 1045 DEMURRAGE PLAN:**

- A. Settlement of charges will be made monthly on all car(s) released during each calendar month.
- B. Credits earned and demurrage days accrued by customers having facilities at separate stations cannot be combined.
- C. Credits earned, and demurrage days accrued, will be calculated separately in accordance with the Item 1050 Demurrage Plans.
- D. Excess credits earned cannot be used to offset demurrage between loading and unloading credits.
- E. Excess credits earned in one calendar month cannot be used to offset demurrage days in another calendar month.
- G. Unless otherwise advised, in WRITING, that another party is willing to accept responsibility for demurrage, consignor at origin or consignee at destination will be responsible for the payment of demurrage charges.
- H. Calculation of charges:
  - 1. Total demurrage days for all car(s) released will be added.
  - 2. Allowances for switching delay will be provided for as follows:
    - a) An allowance will be calculated and deducted from demurrage days for car ordered and all others held under constructive placement when all cars on the patrons siding are released and available at the time a switch is missed or should have been made. If all cars on the patron's siding are not released at the time of alleged switching failure, allowance will be for the car so ordered and not placed.
    - b) When a car is ordered for placement or delivery and this is not accomplished because non-service, allowance will be given for delay in placement. This allowance will apply to the car ordered placed, when held under constructive placement on PAS tracks.
    - c) The allowance day(s) will be deducted from the Demurrage Days for all day(s) after which the placement order was given to, but not including, the day on which the car is actually placed.
    - d) For example, if a car is ordered for placement on day 4 of the month, but not actually placed until day 5 of the month, day 4 of the month will be an allowance day and not a chargeable demurrage day for that car and all cars held under constructive placement on PAS tracks during that time.
  - 3. Total credits for all car(s) released will be added
  - 4. If total demurrage days exceed the total credits, calculation of charges will be made as follows:
    - a. Subtract number of total credits from total demurrage days to determine number of chargeable days.
    - b. Chargeable days will be assessed charges in accordance with Item 1050 Demurrage Plans.

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**ITEM 1050 DEMURRAGE PLANS:**

Demurrage Application Chart  
Table of Charges

Car Equipment as Published in The Official Railway Equipment Register

		<b>Loading Credits</b>	<b>Unloading Credits</b>	<b>Daily Charge</b>
Railroad cars, including "railroad controlled private equipment"	Non-Hazardous Materials	1	2	\$95
	Hazardous Materials *Excludes TIH-PIH	1	2	\$150
Railroad cars, including "railroad controlled private equipment" released to the railroad under load and placed into "Storage in Transit" program.	Non-Hazardous Materials	0	0	\$95
	Hazardous Materials *Excludes TIH-PIH	0	0	\$150
Private marked cars, excluding "railroad controlled private equipment"	Non-Hazardous Materials	1	2	\$65
	Hazardous Materials *Excludes TIH-PIH	1	2	\$95
Empty cars and locomotives moving on own wheels in revenue service. (STCC: 37-411-xx and 37-422-xx)	Railroad equipment & Private car owner equipment	1	2	\$95
All shipments for other than loading or unloading. Railroad equipment & Private car owner equipment.	Non-Hazardous Materials	0	0	\$95
	Hazardous Materials *Excludes TIH-PIH	0	0	\$150

**Unit Trains:**

There is no free time for railcars which have arrived in unit train service.

	<b>Free Time</b>	<b>Charge</b>
For each unit train consist symbol	0	\$250 per hour
Loaded railroad or private car (in addition to number 1)	0	\$2.50 per hour, per car
Empty railroad or private car (in addition to number 1)	0	\$2.50 per hour, per car

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**ITEM 1055 NON-CHARGEABLE DAY(S):**

A Saturday, Sunday or Holiday cannot be the first chargeable day.

If the free time on the car has already expired and customer is in chargeable days, then all subsequent Saturdays, Sundays and Holidays are chargeable.

- Non-chargeable days as stated herein are not applicable for unit trains. A Saturday, Sunday, or Holiday is chargeable and can be the first chargeable day.
- Non-chargeable days as stated herein are not applicable when hazardous materials are involved. In the event hazardous materials are involved, a Saturday, Sunday, or Holiday is chargeable and can be the first chargeable day.

2025 Holidays shall include the following:

In the United States:

**New Year's Day** - Observed Wednesday, January 1<sup>st</sup>

**Presidents' Day** - Observed Monday, February 17<sup>th</sup>

**Good Friday** - Observed Friday, April 18<sup>th</sup>

**Memorial Day** - Observed Monday, May 26<sup>th</sup>

**Independence Day** - Observed Friday, July 4<sup>th</sup>

**Labor Day** - Observed Monday, September 1<sup>st</sup>

**Thanksgiving Day** - Observed Thursday, November 27<sup>th</sup>

**Friday after Thanksgiving** - Observed Friday, November 28<sup>th</sup>

**Christmas Eve** - Observed Wednesday, December 24<sup>th</sup>

**Christmas Day** - Observed Thursday, December 25<sup>th</sup>

**New Year's Eve** - Observed Wednesday, December 31<sup>st</sup>

**ITEM 1060 ALLOWANCES PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES:**

In order to be allowed relief as indicated, a claim must be presented to PAS, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.

1. **RAILROAD ERROR** - If, through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued but for such error. (Run around and bunching of cars will not be considered as a railroad error.)
2. **WEATHER INTERFERENCE** - When because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of PAS are disrupted; the demurrage directly chargeable thereto will be eliminated, provided the disruption exceeds two (2) days in duration.
3. **STRIKE INTERFERENCE** - When it is impossible to load or receive cars from or make cars available to PAS because of strike interference at the point where the loading or unloading is to be accomplished, demurrage days will be charged for at the rate of \$30.00 per day during the period of strike interference, provided:
  - a) The disruption exceeds five (5) days in duration during one calendar month.
  - b) The provisions of this item will not apply to:
    1. Cars for unloading when waybills are dated four (4) days after the beginning of strike interference.
    2. Cars for loading when ordered after the beginning and prior to the ending of strike interference.

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**ITEM 1065 HAZARDOUS MATERIALS:**

1. Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series

2. Pursuant to 49 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. Subscribing Carriers do not hold themselves out to provide storage of cars containing hazardous materials.

3. For the purpose of this Tariff, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including, but not limited to, loss or damage to property (including, without limitation, the property of either of the parties hereto) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Subscribing Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.

4. Shipper hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Subscribing Carrier seeking to hold Subscribing Carrier liable for any Loss to the extent that the Loss is caused by Shipper's act or omission, or act or omission of Shipper's own customer or contractor, Shipper's violation of any law or regulation, Shipper's failure to accept delivery, or Shipper's breach of any other requirement including, but not limited to, Shipper's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification, unless Subscribing Carrier's act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss.

5. Notwithstanding any provisions in this Item 130, Shipper hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Shipper, another rail carrier, or contractor, or other transporter designated by Shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Shipper.

6. Except to the extent Loss is within the scope of the indemnity in paragraphs (4), (5), (6) and (7) of this Tariff, in the event a Loss is caused by Shipper's and Subscribing Carrier's joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either Shipper

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or Subscribing Carrier, each party shall bear half of such Loss. This provision shall not affect the rights of either Shipper or Subscribing Carrier to recover for said Loss from such third party.

7. Notwithstanding any other provision in this Tariff, Shipper shall, regardless of the cause, be fully liable for and shall indemnify Subscribing Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous waste material which is not identified on the bill of lading or manifest.

8. Notwithstanding any other provision in this Tariff, Shipper shall indemnify and hold harmless Subscribing Carrier and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release to Subscribing Carrier or delivering railroad or motor carrier.

9. Knowledge on the part of one party of any violation of any terms of this Tariff by the other party shall constitute neither negligence nor acquiescence in such violation and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this Tariff.

10. References to Subscribing Carrier and Shipper as used in this Tariff shall include the officers, agents and employees of Subscribing Carrier and Shipper. Shipper and Subscribing Carrier further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and Subscribing Carrier and their respective officers, agents and employees.

**ITEM 1070 CLAIMS:**

1. A claim must be submitted in writing within thirty (30) days from the date that the bill for demurrage is rendered. The conditions for submitting the claim should be fully stated. Any claim not filed within thirty (30) days from the date that the demurrage bill is rendered will be declined. Non-disputed charges should be paid within 15 days of the date of invoice.

2. If the Subscribing Carrier fails to respond to a claim within thirty (30) days from the date that the claim was submitted, the Subscribing Carrier will accept the dispute as submitted and credit the account for the value of the disputed amount.

**PAN AM SOUTHERN, LLC.**  
***Demurrage Tariff***  
**PAS 16004**

**ITEM 1075 SECURITY DEPOSITS:**

A security deposit to ensure payment of any demurrage, detention, storage, and other assessorial charges that may accrue will be required from every customer who:

1. Is not on the railroad's credit list, and
2. Fails to pay demurrage, detention, storage, and other assessorial charges after specific written demand referring to this tariff provision.

A deposit must be paid in cash, certified check, cashier's check or money order, before any freight car is delivered to such customer for loading or unloading. Any such deposit requirement shall be effective for a period of one year. If customer has not incurred unpaid demurrage during this year and if customer has given assurance to the satisfaction of the carrier's credit office that future demurrage, detention, storage, and other assessorial charges will be paid within the defined credit period, the carrier will no longer require such security deposit and the carrier will refund the balance of the deposit to the customer.

A deposit for each car shall be in the minimum amount of \$175.00 or up to the maximum amount of demurrage, detention, storage, and other assessorial charges that accrued on any one car during the preceding twelve (12) months.

In the case of a customer receiving multiple carloads for loading or unloading, the total amount required to be deposited shall not exceed the higher of the following:

- a) \$2300.00 or
- b) The amount of existing past due demurrage, detention, storage or other assessorial charges accrued by the customer.