

INCLUSIVE OF ALL INCREASES

STB IHB 9000

INDIANA HARBOR BELT RAILROAD

FREIGHT TARIFF 9000
NEW

CONDITIONS OF CARRIAGE

RULES AND REGULATIONS GOVERNING ACCEPTANCE
AND HANDLING OF FREIGHT TRAFFIC TO FROM OR VIA THE IHB

AND OTHER MISCELLANEOUS RULES AND CHARGES

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Issued By
L. A. Pauwels
Director, Sales and Industrial Development
2721 161st Street
Hammond, IN 46323-1099

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ITEM 1 – SAFETY

SAFETY IS THE FIRST CONCERN OF THE IHB.

The IHB strives to be safe in all things that we do.

We value above all the safety of our employees, our customers, their freight, and our neighbors. We ask you, our customers, to be our partners in safety by keeping a clean and safe sidetrack in your facility, properly loading and unloading railcars, and for those customers who move their freight cars, to do so in a manner to avoid damage or derailments.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

SECTION 1 GENERAL RULES**ITEM 5 – LACK OF SIDETRACK AGREEMENT**

Most Customer facilities are accessed via Sidetracks. At IHB, we expect to operate with a private sidetrack agreement that establishes the responsibilities and processes necessary for use of those tracks, including important issues related to local safety, and operations. In the absence of a private sidetrack agreement, the following terms and conditions govern the use of the Sidetracks. IHB reserves the right, however, to decline service on a Sidetrack in the absence of a private sidetrack agreement at any time. If you have any questions regarding the design and construction of new Sidetracks, please contact the Director of Sales and Industrial Development at 219-989-4716.

1. **ACCESS RIGHT** when a Customer orders or accepts a Shipment from IHB, they are representing that they own or have the right to grant IHB access to the Sidetracks and property leading to and within the Customer facility. They further represent that by inviting the IHB its employees, agents and assigns into the Sidetrack and are accepting full liability for damage or injury to IHB employees, equipment and the equipment of other parties being used to effect the shipments in question. This allows IHB to proceed unimpeded over the Sidetracks.
 - IHB will use the Sidetracks to deliver any railcar directed to the Customer's facility by a valid Shipping Instruction
 - IHB may access and temporarily occupy Customer's Sidetracks when useful in the course of providing local service in the Customer's vicinity
 - In the event we deliver a railcar NOT ordered or expected by the Customer, we will use commercially reasonable efforts to promptly remove the railcar

2. **MAINTENANCE** Customers must, at their own expense, inspect, maintain, and renew Sidetracks consistent with normal operations, and in accordance with:
 - The Federal Railroad Administration's Track Safety Standards (49 C.F.R. Part 213)
 - Railroad Worker Safety Regulations (49 C.F.R. Part 214)
 The Customer must inform IHB's local representatives of the dates and amount of time that the Sidetracks will be out of service, whether for maintenance or other reasons. In addition, Customers must keep Sidetracks and adjacent walking areas free from:
 - Tripping or slipping hazards
 - Debris and weeds
 - Rodent or insect nests or burrows
 - Accumulations of mud and water
 - Potholes and excavations
 - Ice and snow
 - Temporary or permanent structures and poles
 - Trees and brush which obstruct visibility or strike the equipment
 - Other obstructions (i.e., parked vehicles)
 IHB has the right, but not the duty, to inspect Sidetracks. IHB will not operate over any Sidetracks that we determine are unsafe.

3. **CLOSE CLEARANCES** A customer shall not maintain Close Clearances in the area of Sidetracks unless:
 - The customer obtains a waiver from any conflicting Governmental Requirements, and
 - IHB approves such Close Clearance in writing, Customers must install, maintain and replace at their expense any warning signs or lighting, or make other adjustments regarding Close Clearances as may be necessary, useful, or required by any Governmental Requirements or IHB requirements.

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 5 – LACK OF SIDETRACK AGREEMENT Cont.

4. **CONSTRUCTION** If a Customer seeks to construct new or additional, or alter existing, Sidetracks without interruption in IHB service: • All construction must be done in accordance with the provisions of IHB's current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks, and • Customers must supply IHB with construction plans for any addition, deletion, or modification to the Sidetracks, and obtain IHB's written confirmation that IHB has no objections to the proposed changes prior to making any material alterations to the Sidetrack. To facilitate safe operations and avoid interruptions of service, Customers should notify IHB not less than 30 days prior to constructing or allowing the construction of any new tracks, public or private road, gate, tunnel, bridge, culvert, pit, gas-line, pipe, or other items on, over, under or along any part of the Sidetrack or right-of-way.
5. **EMERGENCY ACCESS RIGHT** IHB may use Sidetracks for emergency operating purposes as long as the emergency operations do not materially affect the use of the Sidetracks for rail service to the Customer.
6. **CONTROL OVER RAILCARS** IHB surrenders possession and control of each railcar, and its contents, consigned to or ordered by the Customer when: • A railcar has been placed on a Sidetrack, and IHB's locomotive uncouples from the railcar, or • IHB's crew departs from the locomotive if the locomotive is being left with the Customer. IHB assumes possession and control of a railcar and its contents when: • IHB's locomotive is coupled to the railcar, or • when the locomotive has been left with the Customer, IHB's crew is onboard the locomotive and has actual control over the train by initiating departure from the Private Track Customer indemnifies IHB against any damages that result from failing to secure railcars in their possession. Customer is responsible for any damage to railcars in their possession, unless damage is reported as soon as possible after IHB crew relinquishes control over railcar but prior to any loading, unloading, trimming, movement, sampling, venting or attaching loading or unloading apparatus to railcar. Customers that move railcars about their facilities in order to effect loading or unloading of said cars must be on guard to prevent derailments of railcars while in their possession, should a railcar be derailed in a customer's facility the customer must report said derailment to the IHB prior to release of said car for transportation by the IHB, failure to do so may incur charges from the IHB.
7. **DISPATCH** Dispatching traffic on portions of a Sidetrack used by IHB to provide service to Customers must be coordinated by the field personnel of IHB and the Customer.
8. **HAZARDOUS MATERIALS** Hazardous Materials shall not be placed by anyone:
 - On or within the area within twenty-five feet of Sidetracks, or
 - On Customer property within 100 feet of IHB's connecting mainline track. This does NOT apply to:
 - Shipments consigned to, or ordered by, a Customer accessible by such Sidetrack, or
 - Existing pipelines for the transportation of Hazardous Materials

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 5 – LACK OF SIDETRACK AGREEMENT Cont.

9. LIABILITY Except as otherwise provided herein, any and all damages, claims, demands, causes of action, suits, expenses, judgments and interest whatsoever (hereinafter collectively "Losses") in connection with injury to or death of any person or persons whomsoever (including employees, invitees and agents of the parties hereto) or loss of or damage to any property whatsoever arising out of or resulting directly or indirectly from the construction, maintenance, repair, use, alteration, operation or removal of the sidetrack shall be divided between the Railroad and Industry as follows:

(A) Each party shall indemnify and hold the other party harmless from all Losses arising from the indemnifying party's willful or gross negligence, its sole negligence and/or its joint or concurring negligence with a third party.

(B) The parties agree to jointly defend and bear equally between them all Losses arising from their joint or concurring negligence.

(C) Notwithstanding the foregoing, and irrespective of the sole, joint or concurring negligence of Railroad, Industry acknowledges that it is solely responsible for and agrees to indemnify and save Railroad harmless from all Losses arising from: (i) the failure of Industry to properly maintain its Segment of the Sidetrack; (ii) the construction, alteration or removal of the Sidetrack by Industry; (iii) the presence of a Close clearance on Industry's Segment; or (iv) the explosion, spillage and/or presence of Hazardous Materials on its properties, facility or on Industry's Segment, but only when such Losses would not have occurred but for the dangerous nature of the Hazardous Materials.

(D) Railroad may be the lessee/operator of the mainline track that connects with the Sidetrack. In that event, the indemnities from Industry to Railroad under this section shall also include the lessor/owner of such track.

10. CONTINUATION CHARGE If the IHB traffic on a Sidetrack is insufficient to justify continuing access to the IHB network, IHB may offer to keep its access switch in place in exchange for an annual maintenance charge as published in freight tariff IHB 9347 series.

1. Where more than one privately-owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemptions above apply.
2. IHB is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM 10 – NO RIGHT TO ACCESS IHB TRACK

Protecting our network is essential to maintaining our employees' safety and IHB's service operations. No one else, including a Customer, is allowed to enter, perform any switching, or otherwise operate on any tracks owned by IHB. If a Customer accesses IHB track without expressed written permission, Customer assumes all risk of loss and indemnifies IHB against all damage, cost, liability, judgment, and expense, including attorney's fees, in connection with any personal injury to or death of any persons or loss of/damage to any property, whether employees or property of either Customer, IHB, or third persons, sustained, incurred, arising, or growing out of operations by Customer or its Agents upon IHB tracks. Customers are further prohibited from accessing IHB property for any purpose without the advance approval from the IHB and the proper approval as well as completion and acceptance of an IHB Right of Entry form.

ITEM 15 – 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 IHB 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 IHB as specified in ITEM 100 herein and as such are hereinafter incorporated by reference herein. References to specific publications herein include successor publications.

Standard Transportation Commodity Code STCC 6001 Series
 Official Railway Equipment Register RER 6412 Series
 Mileage Allowance and Rules RIC 6007 Series
 Uniform Freight Classification UFC 6000 Series
 Hazardous Materials Shipping Descriptions (49-series STCC numbers)
 Heavy Duty Flat Car Charges RIC 6740
 Rules for Export Declarations & Customs Manifests, etc. RPS 6571
 AAR Loading Rules

ITEM 20 – STATION LIST AND CONDITIONS

This tariff is governed by the Official List of Open and Prepay Stations OPSL 6000-Series, to the extent shown below:

PREPAY REQUIREMENTS AND STATIONS CONDITIONS

- (A) For additions and abandonment of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight and changes in station facilities. When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.

GEOGRAPHICAL LIST OF STATIONS

- (B) For geographical locations of stations referred to in this tariff by station numbers.

STATION NUMBERS

- (C) For the identification of stations, when said stations are shown or referred to by numbers in this tariff.
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RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 25 – 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 STB BOE 6000 Series, AAR, Bureau of Explosives.

ITEM 30 – REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

ITEM 35 – CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen they will be understood to include both of the numbers shown.

If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 40 – NATIONAL SERVICE ORDER

This tariff is subject to provisions of various Surface Transportation Board Service Orders and General Permits as shown in Tariff STB NSO 6100 – Series.

ITEM 45 – METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.

EXAMPLE – Item 5-A cancels Item 5, and Item 10-B cancels Item 10-A in a prior supplement, which in turn cancelled Item 10. Items and/or provisions formerly shown and not brought forward are hereby cancelled.

ITEM 50 – DEFINITION OF CHICAGO SWITCHING DISTRICT

Where the term "Chicago Switching District" is used in this tariff, it incorporates the "Chicago Switching District" as defined in Tariff STB WTL 8020 Series.

ITEM 55 – 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.

ITEM 60 – CHANGE IN PROVISIONS

Subject to all notice requirements established by law, IHB 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. IHB 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 IHB.

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

SECTION 2 TRANSPORTATION**ITEM 100 – GENERAL APPLICATION**

The provisions of this Document apply (a) to transportation when such transportation (i) originates on IHB and (ii) moves under single line rates or single factor joint line through rates offered by IHB itself or in conjunction with a connecting railroad as an exempt rate or as a regulated common carrier rate; and (b) to the IHB portion of through movements under AAR Accounting Rule 11 or other combination or proportional exempt or common carrier rates. 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 IHB and its connecting lines on the one hand, and the user of the transportation service on the other upon acceptance by such user. Subject to the qualifications set forth herein, tender of shipments to the originating carrier shall constitute acceptance of both the terms of service as set out in these Conditions of Carriage and the rate governing the shipment.

Except where specifically provided otherwise by the governing contract or rate quotation, the rate or rates for shipments moving under a single line rate or single factor joint line through rates where the transportation originates on IHB do not include non-linehaul services (including, but not limited to demurrage, drayage, diversion, inspection, reconsignment, stopping, storage, switching, transfer weighing and other terminal or accessorial services). Such services performed by IHB shall be governed by ITEM 30 of these Conditions of Carriage. Such services performed by non-originating carrier or carriers shall be governed by the offering comparable to the IHB Condition of Carriage of the carrier performing these services and will be billed and collected by the carrier performing the services.

When IHB is not the originating carrier, but does participate in a movement under single factor or joint through rates, the Conditions of Carriage or comparable offering of the originating carrier shall, along with the exempt or common carrier rates, apply to such transportation performed by IHB unless specified otherwise in the terms of a rate quotation or separate contract specifically covering the transportation involved. When such originating carrier does not issue or have in effect such an offering, the terms of carriage contained herein shall apply. Terms of these Conditions of Carriage not inconsistent with the origin carrier's contract or offering shall also apply.

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 IHB unless electronically confirmed, or agreed in a document executed on behalf of IHB by the Director of Sales and Industrial Development of the IHB, regardless of whether the shipment is accepted or moved by IHB.

ITEM 105 – RESTRICTIONS ON RECEIPT AND DELIVERY OF FREIGHT

Nothing in tariffs to which IHB is a party shall require IHB to receive or deliver any carload or less than carload shipment when such receipt or delivery is impracticable because of any protest, civil disobedience, riot, strike, picketing or other labor disturbance, environmental contamination, or other unsafe condition.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM 110 – NORMAL RAIL OPERATIONS–ORDER/NOTIFY SHIPMENTS

(1) All services provided pursuant to these Conditions of Carriage will be provided by IHB in accordance with any applicable FRA and AAR guidelines and regulations and routine IHB practice (including but not limited to switching, coupling and humping). Specialized rail handling such as “Do Not Hump”, speed restrictions and equipment size are special rail services and not routine rail services. Unless agreed to in writing by both IHB and shipper, any restrictions on rail handling placed by shipper upon a particular car (including, but not limited to, “Do Not Hump” signs, notations as to speed or other restrictions on a bill of lading, EDI notations) shall have no effect and be void. Shippers desiring special handling must contact IHB to arrange such special handling.

(2) IHB does not provide Order/Notify service. Bills of lading or shipping instructions tendered to IHB in the form of an order/notify bill of lading will be handled as straight bills of lading. Instructions to the effect of requiring IHB 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 IHB 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 IHB shall have no liability for delivering a shipment to the consignee listed in the bill of lading in such circumstances.

ITEM 115 – TRANSPORTATION SERVICES

Shipper will notify IHB when loading of equipment is completed and ready for movement or when loaded equipment is made empty and ready for release to IHB. Unless otherwise mutually agreed upon by Shipper and IHB, Shipper shall prepare and both parties shall execute the transportation documents to cover the line haul transportation service requested by shipper. Shipper will provide instructions for the transportation services requested for the shipment. IHB will arrange for transportation and delivery in accordance with instructions shown on the bill of lading, which instructions shall be governed by these Conditions of Carriage.

Shipper will arrange separately with IHB independent of the bill of lading for non-line haul accessorial services such as weighing, and such other services as may be referenced in the publications listed in ITEM 15. Unless specifically agreed to by IHB, IHB will not be liable for any loss, damage, cost or expense arising in connection with such services performed by parties other than IHB.

ITEM 120 – BILL OF LADING

Services provided by IHB 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 IHB and Shipper, the terms and conditions of these Conditions of Carriage shall govern all transportation services provided by IHB to Shipper. 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 IHB and User, 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 IHB shall be as follows:

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 120 – BILL OF LADING Cont.

- (1) Written Contract
 - (2) IHB Customer Specific Rate Quotation
 - (3) General Rate Tariffs and General IHB Rate Quotations
 - (4) Conditions of Carriage
 - (5) Item 15 Publications
 - (6) Uniform Bill of Lading
-

ITEM 125 – LOADING AND UNLOADING OF EQUIPMENT

LOADING Shippers are responsible to inspect 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 must not be loaded but must instead be released back to IHB as "Reject Release Empty".

Shipper is responsible for loading railcar, including private railcars, so that lading will not be released, discharged or inadvertently removed from railcar during rail carrier handling, and shipper is responsible for the removal and/or remediation of lading released on IHB property, including indemnifying IHB from any and all associated and related costs, expenses, levied fines and/or penalties.

IHB incorporates the AAR Loading Rules, Pamphlets and General Information Series into our Loading Rules.

1. For Closed Cars (boxcars) the safety rules that apply are "General Rules Covering Loading of Carload Shipments of Commodities in Closed Cars – Circular 42 Series".
2. For Hazmat Shipments, Bureau of Explosives Series 6000 applies.
3. For Open Top Equipment (e.g. flatcars, gondolas and hoppers) the rules are governed by the Association of American Railroads Open Top Loading Rules Manual.

UNLOADING 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 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 IHB 9347 series.

Where IHB is the delivering carrier, consignee must advise IHB Customer Service by electronic means, telephone or other such form as may be required by IHB, 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.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM 130 RULES GOVERNING IMPROPERLY LOADED CARS

Unless special loading, bracing, and blocking for a particular shipment is approved in advance and in writing by an authorized IHB official, it is the duty of the consignor or owner of the shipment (the "Shipper") to ensure that its shipment complies with all applicable Association of American Railroads rules, circulars, pamphlets and/or general information series publications and with all applicable IHB loading pamphlets, diagrams, manuals, publications, and/or procedures (collectively, the "Loading Requirements"). IHB cannot and does not routinely inspect shipments to determine compliance with these Loading Rules in light of the various different requirements peculiar to each respective shipment needed to secure compliance with the Loading Rules. Where IHB does inspect a shipment, IHB does so in general terms and IHB takes no responsibility for hidden or latent non-compliance with the Loading Requirements or patent non-compliance with the Loading Requirements which because of the unique characteristics of the shipment are not readily recognizable except to a person expert to the particular shipment. IHB has the right to inspect, weigh and reject shipments at origin for not complying with the Loading Requirements.

A. IHB may elect to stop any car that does not comply with the Loading Requirements enroute and hold it on a track where the load re-blocking, re-bracing or transloading may be accomplished. It will be the responsibility of the Shipper to re-block, re-brace or transload the lading at its expense. Except in the event IHB elects to do so, IHB will not furnish any personnel, equipment or machinery that may be necessary to properly secure a load.

ITEM 135 – TEAM TRACKS

The IHB has no permanent Team Tracks. IHB will on a case by case basis allow cars to be spotted for loading, unloading, trimming, sampling or other purposes on IHB property. Should such a situation develop then the following Team Track rules will apply when customer or customers agent arrange access to a rail car on IHB property.

To access IHB team tracks a customer (including customer employees, agents and subcontractors) must execute a Right of Entry and Use Agreement, provide proof of applicable insurance coverage and comply with applicable laws, regulations, safety rules. In some situations access to rail cars on IHB property may require the escort of appropriate IHB personnel for safety reasons. This determination will be made solely at the IHB's discretion and the cost of such escorts will be the responsibility of the customer requesting such access.

In addition, should access be granted:

- Customers may not store materials or equipment on IHB property
- Customers shall comply with all instructions of IHB authorized personnel
- Upon completion of loading or unloading of a railcar, Customers shall leave IHB property in a safe and clean condition, removing all materials they brought onto IHB property or removed from the railcar
- A Customer must immediately vacate IHB property if so instructed by IHB personnel
- Crossings of IHB tracks by trucks or other equipment shall be made solely at public crossings unless prior alternate arrangements have been made with IHB Engineering.

IHB will deny access to a Team Track if, at IHB discretion, IHB determines that the customer's use of the team track is negatively affecting the safety of team track, other customers, or other IHB operations.

The following materials shall not be placed on team tracks or IHB property while accessing team tracks:

- Hazardous Materials
- Bulk liquids of any kind

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 135 – TEAM TRACKS Cont.

Customer assumes all risks, and agrees to defend, indemnify, and save harmless IHB and its employees from and against, all losses, costs, expenses, claims, suits, and judgments, including reasonable investigation and attorney's fees, suffered or incurred in connection with:

- Injury or death of ANY person(s), including but not limited to the agents, employees, and permittees of IHB and Customer,
 - Loss of or damage to ANY property, including but not limited to property owned or in the care, custody, or control of IHB or customer, and
 - Environmental damage arising from the use by a customer, its employees, agents or contractors, of a IHB Team Track or any associated facilities, except to the extent such injury, death, loss or damage is caused by the sole negligence, or by the gross negligence or willful misconduct, of IHB or its employees. The foregoing obligations on the part of the customer apply regardless of the cause of such injury, death, loss, or damage, or of any joint or concurring ordinary negligence on the part of IHB or its employees.
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ITEM 140 – LOADING OF EQUIPMENT AT RAIL ORIGIN; UNLOADING AND RELEASE OF EQUIPMENT AT RAIL DESTINATION

Shippers are responsible to inspect 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 must not be loaded but must instead be released back to IHB as "Reject Release Bad Order".

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 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 IHB 9347 series. Cars which are mechanically defective or not suitable for reloading by another shipper must be released back to IHB as "Reject Release Bad Order".

Where IHB is the delivering carrier, consignee must advise IHB Customer Service (agency@ihbrr.com) by e-mail or other electronic means, telephone or other such form as may be required by IHB, 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.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM 145 – DISCLAIMER OF RESPONSIBILITY BY IHB FOR ACTIONS OF JOINT LINE AND SHORT LINE RAILROADS PARTICIPATING IN A TRANSPORTATION MOVEMENT

For the convenience of its customers, IHB will from time to time by contract or rate authority enter into contracts for the transportation of lading from or to origin and/or destination points not located on rail lines operated by IHB. Such movements may take place by joint-line through movements or short line arrangements. Such contracts for origins or destinations not located on rail lines operated by IHB are made solely so that our customers do not have to arrange and contract with the other participating rail carriers for a particular movement. In entering such contracts and/or rate authorities, IHB does so solely as the disclosed agent of the participating railroad. IHB does not contract to perform directly or to have performed on its behalf transportation services over any line of railroad not operated by IHB. Furthermore, with the exception of loss of or damage to lading which is governed by Item 2000 of this document, IHB does not assume or accept any responsibility or liability for the actions of any participating railroad with regard to a joint-line/short line transportation arrangement--any such liability being solely the responsibility of the other rail carrier whose actions give rise to the claimed liability.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

SECTION 3 PAYMENT RULES AND EXTENSION OF CREDIT**ITEM 1000 – PAYMENT OF TRANSPORTATION CHARGES**

Shipper or consignee shall be liable for payments of the transportation charges accruing on a shipment as established by law and these Conditions of Carriage, and nothing herein shall limit the right of IHB to require at time of shipment the prepayment or guarantee of charges. Shipper will pay IHB if shipment is prepaid, or be responsible for payment if shipment is made collect, and pay immediately upon presentation of a bill therefor by IHB unless credit has been granted pursuant to ITEM 1005 of these Conditions of Carriage. If shipper or consignee has entered into an agreement for credit with IHB, the terms and conditions of the credit agreement will supersede any prepayment or payment upon demand requirement. If transportation charges have not been prepaid, or shipper or consignee has not entered into an agreement for credit with IHB, IHB shall not make delivery of the shipment without payment or guarantee by shipper or consignee of all charges. Placement of equipment by IHB under credit agreement for unloading shall be deemed acceptance of shipment for the purpose of incurring freight charges under a credit agreement.

Acceptance of shipment by consignee or beneficial owner shall be deemed acceptance of responsibility for payment of all 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, switching and other accessorial and/or incidental charges are payable by Shipper and/or consignee as applicable pursuant to the publications set out in Item 15 and other Items herein.

ITEM 1005 – EXTENSION OF CREDIT

(1) Acceptance by IHB of a tender of a shipment by Shipper does not constitute the extension of credit by IHB to Shipper or to party responsible for payment of IHB freight charges ("Payor"). Credit shall only be extended through the Treasury Department of IHB. If IHB extends credit, it is granted only as a convenience to the Shipper or Payor and may be revoked by IHB at any time as to any shipment (including those in transit) without notice by IHB. In the event of a revocation of credit affecting any cars in transit, Shipper or Payor must either pay all charges for the cars in transit or make provisions for payment satisfactory to IHB before the cars will be delivered. Any changes in Shipper's or Payor's ownership or financial condition which materially affects Shipper's financial standing must be reported to IHB' Treasury Department.

(2) where credit has been extended to Shipper or Payor, payment must be received by IHB within fifteen (15) days of the date of the freight bill or invoice.

(3) where credit has not been extended to Shipper or Payor, payment of transportation charges must be made to IHB in advance of the shipment in cash.

(4) In the event that Shipper or Payor shall dispute the amount of a bill, Shipper or Payor shall pay to IHB within the credit period the undisputed amount of the bill. Shipper or Payor shall also notify IHB within the credit period of the disputed amount and the basis for the dispute. Payment of bills, or any portion thereof, by Shipper or Payor which later are determined to be incorrect will not prejudice Shipper's or Payor's right to seek a refund within the statutory period.

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 1005 – EXTENSION OF CREDIT Cont.

(5) IHB shall have the right to recover from Shipper or Payor all reasonable costs of collection, including but not limited to reasonable attorneys' fees, in the event of any violation of the credit terms of IHB by Shipper or Payor.

(6) with regard to collect bills of lading, the existence of the Payor does not serve to relieve the Shipper and Consignee for their responsibility for the payment of freight and other charges as established by these Conditions of Carriage and applicable law unless otherwise expressly stated by a written agreement. The foregoing shall not affect the Shippers right to secure non-recourse pursuant to Section 7 of the bill of lading. with regard to prepaid bills of lading, the existence of the Payor does not serve to relieve the Shipper for its responsibility for the payment of freight and other charges as established by these Conditions of Carriage and applicable law unless otherwise expressly stated by a written agreement.

(7) Effective November 1, 2018, IHB will assess a finance charge of one percent (1%) per month (twelve percent (12%) per annum) against unpaid linehaul freight bills beyond credit terms. Finance charges will be calculated using a daily rate of .0329% (12% / 365 days) which will be applied to unpaid linehaul freight bills that are not paid within the governing credit period. The finance charge will accrue daily until payment is received by IHB.

ITEM 1010 – DELINQUENT PAYMENT

Customers with credit agreements that fail to keep their accounts current, or customers without credit agreements who fall greater than 30 days in arrears may face being placed on a "cash" basis.

1. Whenever IHB issues an invoice or invoices to credit agreement customers for railcars shipped, received or for demurrage, miscellaneous charges, or any other reason and those invoices remain unpaid after a period of 90 days or more from the date of the bill, IHB may, on not less than 30 days' notice, require the customer to provide IHB with an irrevocable letter of credit or enter into another payment security program.

2. Whenever IHB issues an invoice or invoices to customers without a credit agreement for railcars shipped, received or for demurrage, miscellaneous charges, or any other reason and those invoices remain unpaid after a period of 30 days or more from the date of the bill, IHB may, on not less than 30 days' notice, require the customer to provide IHB with an irrevocable letter of credit or enter into another payment security program.

3. Under this program, customer must make available to IHB a Letter of Credit, sum of money or security sufficient to cover charges for railcars shipped or received or for demurrage, miscellaneous charges, or any other reason that may reasonably be expected to be levied against the customer prior to shipping or receiving of future railcars. The amount of such letter of credit, sum of money or security will be based on customer's traffic volume and level of delinquency for the previous year. The amount to be required will be determined by a review of previous levels of charges billed by IHB against customer's accounts.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM 1010 – DELINQUENT PAYMENT Cont.

4. IHB shall have the right to recover from Payor all reasonable costs of collection (including but not limited to reasonable attorneys' fees, investigation costs, expert fees, and litigation costs), and assess finance charges against unpaid linehaul freight charges, switching charges, demurrage and storage charges, accessorial charges, and any other amounts owed under the governing rate authority, transportation contract, these Conditions, or any other document referenced in ITEM 15 or other items listed herein.

5. Should letter of credit or security be depleted and additional cars arrive prior to replenishment such cars will be placed on demurrage until the replenishment is in effect. No car orders will be accepted for empty equipment during such time.

ITEM 1015 DISPUTING INVOICES & OVERCHARGE CLAIMS

IHB is committed to resolving disputed invoices fairly and efficiently. A Customer who wishes to dispute a charge should submit their dispute electronically to IHB. In order to be processed, a dispute should be submitted within 15 days, and must be:

- Clearly and fully described
- Specific in identifying the reasons for the claim
- Complete in the supporting documentation provided.

Once filed, IHB will investigate and report the company's acceptance or denial of the claim in writing. Customers must pay all undisputed portions of the bill as stated.

Overcharge Claims must be filed within one year of original invoice.

ITEM 1020 – BANKRUPTCY OR INSOLVENCY

A. In the event Payor files or is the subject of a filed petition in bankruptcy and Payor has a transportation contract or other agreement with IHB (collectively "Agreement"), Payor will, as soon as practicable:

(1) Identify IHB as a "Critical vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding;

(2) Identify any Agreement with IHB under which there remains continuing unperformed obligations; and,

- A. 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 Payor's petition in bankruptcy.
 - B. In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without IHB' consent, unless IHB is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with IHB as security for the timely payment of switching and linehaul charges an amount equal to the average thirty (30) day accrual for such charges as or security guarantees in form and substance satisfactory to IHB from one or more persons who satisfy IHB' standard of creditworthiness.
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RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

SECTION 3 LIABILITY**ITEM 2000 – LOSS OF AND DAMAGE TO SHIPMENTS****(1) General**

(a) As an alternative to the foregoing Restricted Liability provisions, IHB offers Full Liability transportation subject to the terms and conditions of 49 U.S.C. § 11706 (Carmack Amendment) at a rate or charge higher than that applicable to transportation under restricted liability terms. If the shipper elects the Carmack Amendment alternative, it must:

- (1) no later than the time that the railcar is ordered for loading, notify IHB of its intention to subject the shipment to 49 U.S.C. § 11706 and obtain from the IHB the applicable transportation rate or charge;
- (2) place on the bill of lading or shipping order the notation "Shipment is subject to 49 U.S.C. § 11706"; and acknowledge that the linehaul transportation charge will be billed 'prepaid'. The shipper's failure to comply strictly with all of the requirements for transportation subject to 49 U.S.C. § 11706 shall create a conclusive presumption that the shipment is intended for transport on the Restricted Liability terms of this Item

(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 IHB must secure first an assignment of claim from the Shipper or Consignee.

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

(d) IHB will not be liable for loss, damage, or delay caused by:

- an act of God
- a public enemy or terrorism
- the authority of law
- riots
- strikes
- acts of civil disobedience
- an inherent quality or characteristic in the commodity
- natural shrinkage
- an act or default of Shipper, consignor, 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, consignor, consignee, owner, or any contracting party.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM 2000 – LOSS OF AND DAMAGE TO SHIPMENTS Cont.

(e) IHB'S liability will not extend beyond the actual physical loss or damage to the cargo itself, including any costs reasonably incurred in efforts to mitigate the loss or damage.

(f) In no event shall IHB be liable for any incidental, special, indirect or consequential damages whatsoever (including but not limited to lost profits, 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.

(g) IHB does not make any representations as to the suitability of cargo for rail transportation. The Shipper 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.

(h) IHB 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. IHB will not be liable for the durability and suitability of the protective covering.

(i) Failure of the destination railroad to inspect damaged cargo for any reason will not relieve the claimant from the requirement of establishing that cargo was delivered in a damaged condition and was properly blocked and braced. Failure of the destination railroad to inspect damaged cargo for any reason will not be considered an admission of liability by IHB.

(j) Unless otherwise expressly agreed to by IHB in writing, with regard to automobiles transported by IHB the lading shall be considered to be the automobile only and shall not include any loose items or automobile components, including, but not limited to, car mats, antennas, uninstalled radio or speakers, etc. ("collectively "Loose Items"). Loose Items placed in an automobile by shipper are transported by IHB at the sole risk of loss of shipper.

(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, or purchase or sales documents) or certification to establish:

(a) delivery to an IHB carrier;

(b) the level of IHB cargo claim coverage contracted for the shipment if other than Standard; and,

(c) condition and quantity of cargo at origin.

(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.

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 2000 – LOSS OF AND DAMAGE TO SHIPMENTS Cont.

(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 USC 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.

(d) All lawsuits regarding loss or damage shall be filed in Indiana.

ITEM 2005 – 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 any party to these conditions of carriage be liable for any consequential, incidental, special, or indirect damages whatsoever (including but not limited to lost profits, 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.

ITEM 2010 – REFUSED OR UNCLAIMED FREIGHT

The following practice will be followed in the handling of freight which is refused or unclaimed.

A. Non-Perishable Freight Consignee as described in the waybill, and/or the party receiving the railcar, will be notified promptly of the arrival of shipments at destination. In case of refusal by the consignee as described in the waybill, and/or the party receiving the railcar, to accept the freight, or if freight is unclaimed five days after notice of arrival has been duly sent or given, consignor will be sent a notice showing:

Name of consignee as described in the waybill, and/or the party receiving the railcar Description of freight Point of origin and date of shipment whether property has been refused or remains unclaimed; which notice should also state substantially that if disposition is not arranged for, the property will be subject to sale as provided in Section 4, Paragraph (b) of the Uniform Bill of Lading as published in Tariff UFC 6000-Series.

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 2010 - REFUSED OR UNCLAIMED FREIGHT Cont.

B. Perishable Freight Consignee will be notified promptly of the arrival of perishable freight, but whenever necessary to prevent loss or waste, perishable freight which is refused, unclaimed or undelivered may be sold at the discretion of the carrier, without advertising and without further notice, as provided in Section 4, Paragraph (c) of the Uniform Bill of Lading as published in Tariff UFC 6000-Series.

ITEM 2015 - SECURITY SEALS

IHB 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 IHB'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.

The IHB does not supply security seals.

ITEM 2020 - FREIGHT-IN-BOND

Cars containing freight-in-bond to be switched locally will not be accepted from connecting line until after permit to receive goods has been issued to consignee by the United States Collector of Customs.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

SECTION 4 DEFINITIONS

Carmack Amendment

Title 49 of the United States Code, section 11706, and associated regulations.

Close Clearance

Any track clearance not in compliance with the requirements of IHB's current Standard Guidelines and Specifications for the Design and Construction of Private Sidetracks.

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 the terms and conditions of these Conditions of Carriage.

Customer

Any Consignor, Consignee, Receiver, Shipper or Freight Payer.

Day

A twenty-four (24) hour period (calendar day), or part thereof.

Demurrage

The fee imposed for the extended usage of an IHB asset attributable to the Customer.

Dimensional Load

A Shipment that exceeds IHB's standard published clearances for a specific route of movement.

Hazardous Materials

Materials categorized as hazardous materials by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.) and the Hazardous Materials Regulations (49 C.F.R. Parts 170-179) issued thereunder, as amended from time to time.

Held in Route

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

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 or some other party who has entered into a credit or payment arrangement with IHB.

Private Equipment

A rail car not bearing railroad reporting marks.

Private Track

Tracks that are not owned or leased by IHB.

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

DEFINITIONS Cont.**RSSM**

Rail Security-Sensitive Materials from one or more of the categories and quantities of hazardous materials set forth in 49 C.F.R. §1580.100(b), including:

- (1) A railcar containing more than 2,268 kg (5,000 lbs.) of a Division 1.1, 1.2, or 1.3 (explosive) material, as defined in 49 CFR 173.50;
- (2) A tank car containing a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and
- (3) A railcar containing a highway route-controlled quantity of a Class 7 (radioactive) material, as defined in 49 CFR 173.403.

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 IHB or 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.

Sidetrack

Any Private Track that provides access to a Customer facility.

Team Track

Any tracks owned or controlled by IHB that are designated by IHB as team tracks where railcars may be loaded and unloaded by multiple third parties.

Tender

The notification of arrival or Constructive Placement, or the Actual Placement, of an empty or loaded railcar at a Customer facility; or the notification, by a Consignor or Consignee to a Carrier, that a railcar is ready for pick-up.