

PT TO PT REGULATED LOCAL**GENERAL RULES**

- Freight charges must be prepaid when BNSF is the originating carrier or freight charges must be collect when BNSF is the terminating carrier.
- Price applies in U.S. Funds.
- Contact the BNSF Marketing Representative responsible for Anhydrous Ammonia for any Diversions, Refused, or Rejected shipments.
- No mileage allowance will be paid. Customer warrants that its interest in the equipment used under rates in this price list is sufficient to permit it to waive full payment of mileage allowances, customer and railroad agree that railroad will not be liable for mileage allowances in excess of the above obligation. In the event that a party other than customer submits a claim to railroad for mileage allowance payments in excess of railroad's obligation under this price list, customer shall at railroad's option either (1) release, defend and indemnify railroad from said claim including attorney's fees and cost of litigation or (2) reimburse railroad for excess mileage allowances paid by railroad within (30) days of notice by railroad.
- **GOVERNING PROVISIONS** Except as otherwise provided for in this price list, shipments moving under this price list will be governed by the tariffs, exempt circulars, rate memorandums, rules and regulations which would apply if this price list were not in effect, except that origin and destination intermediate application rules will not apply. If, for any reason, any rule, regulation, or provision of any tariff, exempt circular or rate memorandum referenced under this price list is canceled or becomes inapplicable, the last published provision that would have been applied will govern. In the event of conflict between the above referenced rules, regulations, etc. which are herein incorporated by general reference, and this price list, this price list shall govern. Railroad's obligation to provide service under this price list shall be no greater than it would be as a common carrier. Services or other matters not specifically addressed in this price list., including but not limited to, loss and limitations, shall continue to be governed by rules, regulations, tariffs, and statutory provisions, as amended from time to time, which would apply if it were not for this price list, and which are incorporated herein by reference. This price list shall not relieve railroad of its common carrier obligations as set forth in the uniform straight bill of lading terms and conditions. Said terms and conditions shall govern all shipments made hereunder and are incorporated herein by reference and made a part hereof as if fully herein set forth; provided, however, that in the event of any inconsistency between said terms and conditions and any other provisions of this price list, the provisions of this price list shall govern. Transit of any kind, inspection, or stopping-in-transit for completion of loading or partial unloading, does not apply. Diversion and reconsignment privileges do not apply in connection with shipments moving under the provisions of this tariff. Provisions of the applicable demurrage book will govern. **BILLING** Each shipment made under this price list shall be evidenced by a standard uniform straight bill of lading, order notify bill of lading (bill of lading) or shipping order. At the time shipment is tendered the original and all copies of the bill of lading or shipping order or other shipping orders shall contain reference to Price List BNSF 90084. **PAYMENT PLAN** BNSF is the carrier collecting freight charges from customer on shipments moving under the provisions of this price list. Payment of all charges shall be made according to Surface Transportation Board or Canadian Credit Regulations and subsequent amendments. If payments are not made within the prescribed credit period, or if customer does not have credit with BNSF, payment may be required in advance of service. Rates and charges in this price list are payable to railroad in United States funds. **LINE ABANDONMENT** The terms of this price list in no way obligates the railroad to continue ownership, maintenance (including weight standards) or operations of any rail lines. Railroad will not be liable for any increased transportation costs or consequential damages that may result from such discontinuation. **EQUIPMENT HANDLING HAZARDOUS MATERIAL** Equipment used under this price list shall be privately owned or leased cars as described in Tariff RER 6411-Series and tendered to railroad in accordance with all applicable hazardous material regulations of the United States Department of Transportation (DOT), as published in 49 CFR. This price list does not commit railroad to accept privately owned or leased equipment that does not have OT-5 approval from railroad. Customer shall indemnify and hold harmless railroad for loss, damage or injury due to any defects in privately owned or leased equipment, improper loading practices, or failure to properly close, secure and tender loaded or empty equipment, as prescribed by DOT regulations. Customer shall indemnify and hold harmless railroad for loss, damage or injury due to presence of any trace chemicals or contaminants in the commodity which are not described in the commodity's proper shipping name, as provided in Column of Section 172.01 of Unites States Department of Transportation. Customer warrants that its interest in the equipment used under the price list is sufficient to permit it to waive full payment of mileage allowances. Customer and railroad agree that railroad will not be liable for mileage allowances. In the event that a party other than customer submits a claim to railroad for mileage allowance under this price list, customer shall, at railroad's option either (1) release, defend and indemnify railroad from said claim including attorney's fees and cost of litigation, or (2) reimburse railroad for excess mileage allowances paid by railroad within thirty (30) days of notice by railroad.

- **LOADING AND UNLOADING** Customer shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading the commodity into or out of equipment to be transported pursuant to this Agreement. Customer shall comply with the loading with the loading rules of the Association of American Railroads and applicable federal, state and local loading rules or other loading rules as modified to meet the needs of customer subject to approval or railroad's Risk Management Division as well as applicable federal, state and local requirements regarding the handling of the commodity. Customer shall further be responsible for insuring that the load limits of any equipment used for transporting the commodity under this price list are not exceeded. In the event it is discovered that equipment has been overloaded, railroad may set out such equipment at a location convenient to railroad and shall notify customer by telephone, confirmed in writing, of the location of the overloaded equipment. Railroad may then either (1) contact customer in which event customer shall have twenty-four (24) hours to remove excess weight; or (2) move the overloaded equipment to a location suitable for removal of the excess weight that meets with all federal, state and local requirements. In any event, customer shall be responsible for performing and bearing all costs for movement of the overloaded railcar and removal of excess weight. Railroad will move the affected equipment to destination in such manner and time as is practicable after railroad receives notice from customer that excess weight has been removed. Customer will be responsible to advise receiver when customer is not the receiver for inspecting all railroad equipment after unloading the commodity therefrom. Customer shall be responsible to advise receiver when customer is not the receiver for cleaning and decontaminating railroad equipment before its return to the railroad, as well as any adjacent or vicinity property at the origin loading location, destination unloading location and/or any location enroute where such waste has been loaded and/or unloaded in accordance with applicable requirements of federal, state and local laws and regulations including, without limitation, DOT regulations of 49 CFR 174.57. Customer or receiver shall have the right to arrange for such responsibilities to be carried out by third parties; PROVIDED, HOWEVER, that customer shall remain obligated to railroad under its promises in this price list in such cases. Notwithstanding, the provisions of the following INDEMNIFICATION paragraph, customer shall indemnify and hold harmless railroad or the actual owners of equipment used under this price list from and against any and all liability for loss damage (including but not limited to loss or damage to fees arising therefrom, or special and consequential damages) resulting from future use of equipment to the extent such loss, damage, personal, injury or death resulted from customer's failure or negligence in inspecting and/or decontaminating equipment prior to release to railroad. **INSURANCE PROVISIONS** Each railroad party to this price list represents and warrants that it is and will maintain the ability to be financially responsible for general liability (including contractual liability) insurance of not less than ten million dollars combined single incident limit for bodily injury and property damage. Customer agrees to keep in force general liability (including contractual liability) insurance of not less than ten million dollars combined single incident limit for bodily injury and property damage. Certification of insurance will be furnished by customer to railroad(s) party to this tariff. **INDEMNIFICATION** Upon delivery to and acceptance by customer of the commodity transported under this price list (Commodity), railroad and railroads affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents (collectively Indemnitees) shall be relieved from any further obligation with regard to the disposition of the Commodity. Customer hereby agrees to release, defend, indemnify, and hold railroad harmless for, from and against any and all losses, damages (including special, incidental, and consequential damages), suits, liabilities, fines, penalties, costs, causes of action, demands, judgments and expenses (including without limitation, court costs, attorneys fees, and costs of investigation, removal and remediation and government oversight costs) environmental or otherwise (collectively Liabilities) of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) the disposition of the Commodity, or the work performed by customer or a licensed EPA cleanup-disposal operator designated by customer under this price list, including but not limited to, damages caused by sudden pollution. Customer shall, at the sole option of railroad, defend the Indemnitees at customers sole expense in any claim involving the same. The foregoing indemnification and hold harmless provision shall not apply to any Liabilities wholly caused by the sole negligence of any Indemnitee. **JOINT LIABILITY** To the extent the proximate cause of the loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property or death of persons (including without limitation railroads or customers employees), caused by, resulting from, or growing out of the transportation of commodity under this tariff, cannot be determined, any amount claimed shall be apportioned equally between railroad and customer. To the extent an act or omission of either party is not the sole cause but contributes to the above loss or damage, each party shall be liable for only that portion of the loss or damage caused by its negligence.
- The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collect when BNSF is the terminating carrier.
- Price authority is subject to change without notice.
- To determine miles, refer to BNSF Carload Shipping Advisor at www.BNSF.com. For any mileage not listed use the next greater mileage that is shown.
- Price is subject to UFC 6000.
- **Rate Publication Insert:** As a result of Transportation Security Administration (TSA) rail security regulations on Rail Security Sensitive Materials (RSSM), this price authority will not apply when shipments are routed via Interchange Junctions covered by Note 125 or to or from Stations covered by Note 126 of the Official Railroad Station List (OPSL 6000 series). RSSM are defined by the TSA in the Code of Federal Regulations at 49 C.F.R. 1580. RSSM are designated by the TSA and include TIH/PIH commodities and more than 5,000 lbs of either division 1.1, 1.2, or 1.3 Explosive materials or Class 7 radioactive materials. Customers interested in shipping RSSM via the Interchange Junctions and/or Stations covered by Notes 125 and 126 of the Official Railroad Station List (OPSL 6000 series) should contact their BNSF Marketing representative.
- For per car rates displayed in this Price Authority: For shipments moving on per car based rates in this Price Authority, BNSF will not be required to weigh shipments. Requests for weighing a car will be subject to the rules, regulations and charges found in BNSF Weighing Book BNSF-9300-Series. For weight based rates displayed in this Price Authority: For shipments moving on weight based rates in this Price Authority, shipper must have a Weight Agreement and will be responsible for supplying BNSF origin weights at the time of billing. If you are unsure if you have a Weight Agreement with BNSF, please contact auxpricing@bnsf.com. A weighing charge will apply whenever BNSF is requested to weigh a car. Except as otherwise provided herein, the rules, regulations and charges of BNSF Weighing Book, BNSF-9300 Series will apply, except item 500, paragraph C., 1, will not apply.
- Transportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com.

- Prices in this Rate Item Price List do not alternate with other Rate Item Price Lists.
- Price is subject to a Fuel Surcharge. A mileage based fuel surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3377-Series, (\$3.25 Strike Price) of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.

COMMODITY DEFINITIONS

CODE	STCC	DESCRIPTION
	2819815	AMMONIA, ANHYDROUS

SHIPMENT CONDITIONS

R11 ORIGIN MUST/DEST MUSNEW	Price must be used in combination with other prices for the portion of the shipment prior to specified origin. Separate freight bills will be issued for each price used according to the provisions of Railway Accounting Rule 11. Price must not be used in combination with other prices for the portion of the shipment subsequent to specified destination. The waybill destination must equal the price destination.
RULE 11 ORIG , NOT DESTINEW	Price may not be used in accordance with the provisions of Railway Accounting Rule 11 for the portion of the shipment subsequent to specified destination. Price must be used in combination with other prices for the portion of the shipment prior to specified origin. Separate freight bills will be issued for each price used according to the provisions of Railway Accounting Rule 11.

EQUIPMENT

Shipper Owned or Leased IH Tank Cars	Price applies in Shipper Owned or Leased Tank Cars excluding DOT-105H500W, DOT-105H600W, DOT-105J500I, DOT-105J600I, DOT-112H500W, DOT-112J500I tank cars. Mileage payments will not apply.
C Shipper Owned or Leased IH Tank Cars	Price applies in Shipper Owned or Leased DOT-105H500W, DOT-105H600W, DOT-105J500I, DOT-105J600I, DOT-112H500W, DOT-112J500I tank cars. Mileage payments will not apply.

GRAIN PRODUCTS

CUSTOMER COPY

RATE ITEM PRICE LIST

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	MIN WGT	Shipper Owned or Leased IH Tank Cars	Shipper Owned or Leased IH Tank Cars
COUTTS, AB	MARSHALL, WA	2819815-AMMON ANHYDROUS	BNSF Direct	R11 ORIGIN MUST/DEST MUSNEW	155,000 LB	\$227.39 PT	\$204.63 PT
NEW WESTMINSTER, BC	MARSHALL, WA	2819815-AMMON ANHYDROUS	BNSF Direct	RULE 11 ORIG , NOT DESTINEW	155,000 LB	\$256.63 PT	\$230.98 PT
ST HELENS, OR	MARSHALL, WA	2819815-AMMON ANHYDROUS	BNSF Direct	R11 ORIGIN MUST/DEST MUSNEW	155,000 LB	\$196.40 PT	\$176.77 PT

UNIT OF MEASURE

LB	Per Pound
PT	Per Net Ton

ROUTE

BNSF

CHANGE INDICATOR DESCRIPTIONS

A	Add
C	Change
D	Decrease
I	Increase
K	Cancel
M	Multiple
X	Expire

DEFINITIONS

CI	Change Indicator
MIN WGT	Minimum Weight
UOM	Unit of Measure
+	Switching Limits



GRAIN PRODUCTS
RATE ITEM PRICE LIST

CUSTOMER COPY

BNSF 90084
ITEM: 4000

NOTES

Authority re-issued due to Equipment Template changes.

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