

## **ATTACHMENT B**

### **SPECIFIC COMMODITY PROVISIONS**

- A. **APPLICATION.** This Attachment B (Specific Commodity Provisions) to the Terms and Conditions shall apply to all Shipments containing a special Commodity, as each such category of Commodity is detailed below. In the event of a conflict between the terms of this Attachment B (Specific Commodity Provisions) to the Terms and Conditions and the Terms and Conditions, this Attachment B (Specific Commodity Provisions) shall govern.
- B. **ISO – IMP PORTABLE TANK CONTAINERS.** All terms, conditions, and prices with respect to local all-rail interstate and intrastate Shipments of ISO - IMP portable tank Containers with movement from, to, or via UP shall be governed by UP's SCQ 28. With respect to Shipments of ISO-IMP portable tank Containers, in the event of any conflict between the Intermodal Terms and Conditions and UP's SCQ 28, the terms of UP's SCQ 28 shall apply. A copy of UP's SCQ 28 may be viewed on [UP's website](#).
- C. **PROHIBITED AND RESTRICTED ARTICLES.**
1. **Prohibited Articles.** If any of the below listed articles are shipped, such articles may be forfeited, and Customer may be assessed a [surcharge](#) per Container or Trailer (in addition to FAK and any other applicable charges).
    - a. Any article, product, Commodity, or substance considered illegal contraband by any state or federal government entity, forbidden to be owned, possessed, or forbidden to be transported by any government entity.
    - b. Any material, cargo, or product(s) defined in the Hazardous Materials Table contained in 49 CFR 179.101 with a 1, 2, 3, 4, 5, 6, or 13 in the Special Provisions column. This includes, but is not limited to, any material, cargo, or product(s) "Toxic by Inhalation" or "Inhalation Hazard".
    - c. Flammable Compressed Gas, taking Class 2 Division 2.1 in Tariff BOE 6000-Series, will not be handled when loaded in ISO Tank Containers or portable tanks.
    - d. Hazardous Materials of Asbestos, Class 6 or any subsidiary Class 6, Class 7 (radioactive material) and hazardous waste or liquids, as described in the current edition of DOT CFR 49, Parts 106-180 Hazardous Materials Regulations.
    - e. Sodium compounds (STCC 28-123-NN). Sodium compounds falling under this STCC that are not TIH/PIH will be evaluated on an individual basis for exemption purposes.
  2. **Restricted Articles.** Shipments of the below articles require prior UP approval, which may be refused in UP's sole discretion. In the event UP approves the Shipment of any of the below articles, UP and Customer (or a third party IMC) must first enter into a specific rail transportation agreement. If the below articles are shipped without such prior UP approval, then Customer may be assessed a [surcharge](#) per Container or Trailer (in addition to FAK and any other applicable charges, fines or assessments). UP reserves the right to hold any Container or Trailer containing restricted articles at a UP facility until all assessed charges are paid in full.
    - a. Aircraft, aircraft parts, airplanes, airplane parts, airplane components; helicopters, helicopter parts or components, or any other instrumentality used for flying. Use STCC 37-213-10 (complete aircraft) or STCC 37-299-91 (aircraft parts).
    - b. Animals, game, fowl, or poultry, live, refrigerated, frozen, fresh meat and packing house products, and dressed poultry as described in Items 67780 through 68010 of UFC 6000-series. (May be shipped in Containers or Trailers ONLY).
    - c. Animals, fish, or fowl trophies, stuffed or mounted, or research cadavers. Use STCC39-998-13. (May be shipped in Containers or Trailers ONLY).
    - d. Bulk Commodities in UP owned, controlled, or leased equipment, as well as Private Equipment, including, but not limited to, Agriculture Bulk commodities beginning with STCCs 01 and 20

- e. Bulk non-hazardous liquid commodities in Flexitanks/Flexibags, shipped in privately owned or controlled Container or Trailer. Flexitanks/Flexibags must be approved for use on UP. Environmental Packaging Technologies (EPT), Braid, Pac Tec Inc, Trans Ocean Bulk Logistics Inc (Formerly TOD), CACSA, Quindao BLT Packing Industrial CO, LTD, SIA Flexitanks, Stolt and Mark & Williams(M&W) brand Flexitanks/Flexibags are approved for use on UP in steel 20 foot Containers only. Odyssey Logistics is approved for use on UP in 40 foot and 53 foot Containers. M and W is approved for use on UP in 53 foot Containers. The STCC will be based on the Commodity inside the Flexitank.
- f. Calcium Carbide. All new Shipments must be inspected by UP hazmat group. All Shipments must have proper packaging that meets all UN and DOT requirements, as outlined in CFR 49, Section 173.211. Packaging must be new or in "as- new" condition, free of holes, tears, or excessive dents or rusting and be completely waterproof. Shipments cannot be Tendered or Interchanged to UP before the Shipment Quality inspection has been performed. (Use STCC 28-126-29).
- g. Ceramics (Use STCC 32-952-49), pottery (Use STCC32-699-70), glassware (Use STCC 32-291-50), crystal (Use STCC 32-291-50), and chinaware (Use STCC 32-621-10).
- h. Cigarettes and tobacco products. Customer is solely responsible for ensuring that any cigarettes or tobacco products Tendered for Shipment in a Container or Trailer are protected with a waterproof barrier that is not less than five (5) millimeters thick. Use STCC 21-111-10 or obtain a high value STCC No. from UP Shipment Quality 402-544-3791.
- i. Extraordinary value, generally items where the size of the item bears little relationship to the value of the cargo or an item whose value cannot be accurately assessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses; cosmetics, jewelry, other than costume or novelty; postage stamps; U.S. mail of any class; precious metals or articles manufactured therefrom; precious stones, revenue stamps; antiques; collectibles; or other related or unrelated old, rare or precious articles of extraordinary value, and all individual items worth more than \$10,000.00 each or where a Container or private Trailer Shipment of the Commodity is worth more than \$250,000.00.
- j. Fish, shellfish, crustaceans, fresh or frozen. Use STCC 09-121-90 (fish) or STCC 09-122-90 (shellfish). (May be shipped in private Containers or Trailers ONLY).
- k. Fruits or vegetables of any kind. Use STCC 01-219-90 (citrus fruit), 01-229-90 (deciduous fruit) or 01-399-90(vegetables).
- l. Hides, furs, pelts or skins, green or green salted, shipped in privately owned or controlled Container or Trailer with the cargo properly packaged, secured, Blocked, and restrained for rail transportation. All Shipments must be properly lined with a durable liner to prevent any leakage. The Customer identified on the Waybill will be responsible for all associated cleanup costs of the facilities and any equipment remediation that may occur from any hide, pelt or fur Shipment documented to be leaking on UP property. (Use STCC 20- 141-91 / 20-149-NN). (May be shipped in Containers or Trailers ONLY).
- m. Ice, ice cream and/or frozen novelties. Use STCC 20-241-10. (May be shipped in private Containers or Trailers ONLY).
- n. Loaded temperature-controlled Private Trailer or Containers billed as FAK (Freight All Kinds), or any temperature controlled Shipments. (May be shipped in Private Containers or Trailers ONLY).
- o. Marine vessels of any kind including ships, boats, canoes, launches, yachts, or sailboats unless individually completely enclosed in a crate and which is then properly Blocked and Braced for rail transportation. Use STCC 37-329-90.
- p. Medical equipment, medical supplies, or medical hardware including x-ray machines, CT scanning devices or MRI devices. Use STCC 38-411-30
- q. Medicines, drugs, pharmaceuticals, prescription and non-prescription medication. Use STCC 28-311- 90.
- r. Metal products shipped in coils, rolls, reels, or spools, when the gross weight of the product and packaging exceeds 3,500 lbs., (1591 kg) per package. (See Item 540).

- s. Military communications outfits, as described in Item 73785 of Uniform Freight Classification Code (UFC), (STCC: 38-612-40).
- t. Military tracking, radar, communications equipment, electronics, or surveillance equipment.
- u. Any items moving in conjunction with a military field exercise.
- v. Missiles, guided or rockets, guided; guidance systems or electronic guidance control apparatus for installation in missiles or in missile sections; missile or rocket frame assemblies containing electronic apparatus, or mobile missile guidance control systems, as described in Items 69093 through 69098 of Tariff UFC 6000-series.
- w. Municipal garbage waste, solid, digested and ground, fertilizer material or sewage waste (STCC: 40- 291-NN). (May be shipped in private Containers or Trailers ONLY).
- x. All freight and passenger motor vehicles (including new, used, or Gliders) must use STCC 37- 119-55 on the billing. (A Glider is defined as a finished motor vehicle without the engine, and drive train, or any all-electric motor vehicle without its battery).
- y. Motorized vehicles such as ATVs (STCC 37-119-NN), Motorcycles (STCC 37-511- NN), Snowmobiles (STCC 37-119-NN), UTVS and other motorized recreational vehicles, even those that are individually crated and properly Blocked and Braced for rail transportation.
- z. Plants, living or fresh cut, including Christmas trees, floral, or nursery stock. Use STCC 08-611-10 (Christmas trees) or STCC 01-912-09 (nursery stock). (May be shipped in private Containers or Trailers ONLY).
- aa. Blacks (carbon gas or oil blacks), lampblacks or vegetable blacks, dry NEC, not activated. No dyes or dyestuffs. Low grade only with enclosed air sealed packaging requirement. (Privates only)
- bb. Coal or coke, charcoal products only, require enclosed packaging. (Privates only).
- cc. Raw wooden logs must be banded together to prevent the lading from pressing against the Container or Trailer side walls. Bull boards or other longitudinal securement is needed to prevent any lading from contacting the rear doors. Use STCC 24-111-65. (May be shipped in private Containers or Trailers ONLY).
- dd. Trailers, modular housing, prefabricated housing, modular or prefabricated offices, carts, freight or passenger. Buildings, houses or offices; fabricated or portable. Units must ship empty. No other lading or equipment that is not mechanically mounted in the unit will be allowed to ship. Use STCC 42-211-30.
- ee. Used batteries (electric), spent, with or without chemicals, (STCC: 40-291-35 (Dry Cell batteries electric, spent, having value for reclamation of materials), 40-291-97 (Scrap batteries, old, spent, with chemicals having value for reclamation of materials), 36-911-NN (storage batteries or plates), 36-921- NN (primary batteries, wet or dry). Each individual cell or battery must be separately packaged in a UN Code-approved non-metallic outer package that completely encloses each cell or battery to prevent any movement within the package as well as to avoid any short circuits during transport. (May be shipped in private Containers or Trailers ONLY).
- ff. Used business equipment, office furnishings, or furniture. Use STCC 41-112-10.
- gg. Used household goods, furnishings, or furniture. Use STCC 41-116-15.
- hh. Used machinery (STCC 41-114-45, 41-115-30), equipment (STCC 41-112-NN), auto parts (STCC 41- 114-74); assembled or in components. All fluids must be completely drained. The lading must be properly packaged to prevent any residual fluids from leaking out of packaging and into and/or out of Container or Trailer. Additionally, all machinery or equipment with a battery is required to have the battery completely disconnected and the battery terminals insulated to prevent accidental operation, arcing, or any short circuit while in-transit.
- ii. Used tires. Use STCC 40-261-25.
- jj. Any LTL (Less than Truckload) Shipment lot.

kk. United States Mail of any kind.

ll. Packages and/or parcels of any kind moving over the lines of UP that are consigned to UP by any private expedited courier service.

mm. Shipments of commodities defined in Bureau of Explosives Tariff BOE-6000-series as Division 1.1 and 1.2 Explosives (HazMat Codes 4901).

nn. Shipments of new auto parts, or components, (STCC 37-14N-NN, 41-114-65 or 41-114-71), moving as a full Container or Trailer configuration, in either Private Equipment or railroad owned, controlled, or leased Container or Trailer of any length.

oo. Any Container or Trailer Shipment of food for animal or human consumption that is (i) not shipped in completely enclosed packaging; (ii) sealed with a minimum 3/16" cable or bolt seal; and (iii) when submitting billing to UP, is not correctly identified in the N9 segment, (N9 01 = 2K, N9 02 = FDA, N9 03 = FSMA), will be considered a restricted article when moving over the lines of UP.

3. **Liability.** With respect to Shipments of any of the articles set forth in Sections C.1 or C.2 above, UP will not be responsible for any cargo loss or Damage (\$0 for any cargo loss or Damage) associated with any such article, and Customer agrees to indemnify, defend and hold UP harmless from and against any Damages resulting from or arising out of the Customer's transportation of any such article(s). UP reserves the right to refuse Commodities in addition to those listed in this Section C at its sole discretion. Restricted articles will not be permitted under FAK rates. If restricted articles are found to be moving under FAK rates, such articles will be considered contraband, and UP will not be liable for any Damages to any such articles. All restricted articles must use the correct STCC.

#### **D. HAZARDOUS MATERIALS.**

1. **Compliance Requirements.** All Shipments of Hazardous Materials must comply with all applicable Governmental Regulations. Failure to disclose to UP the presence of a Hazardous Material, hazardous substance, or hazardous waste, or failure to comply with any applicable UP requirements or Governmental Regulations, shall make the Customer liable for all loss and Damage sustained by UP, its employees, or by third parties resulting in whole or in part from such failure to comply. Customer will also be held responsible for the cost, if any, incurred by UP of decontamination and/or rehabilitation of the Intermodal Unit or any other shipping conveyance with regard to Customer's failure to comply with UP requirements or Governmental Regulations. CUSTOMER SHALL FURTHER INDEMNIFY AND SAVE UP HARMLESS FROM THE COST OF ANY RESPONSE, MITIGATION, CLEAN-UP, AND ULTIMATE DISPOSAL RESULTING FROM ANY HAZARDOUS MATERIALS.
2. **Packaging and Leaks.** If a Shipment requires transfer, adjustment, or re-packing while enroute, Customer will be required to pay all associated costs. Units discovered leaking at the UP's destination Intermodal Terminal will not be allowed to leave the premises until the Receiver or Customer arranges for the leak to be repaired or agrees to reimburse UP for an expense incurred in remediation of the Intermodal Terminal.
3. **Shipping Documents.** Shipments containing Hazardous Materials will not be accepted without shipping papers containing proper Hazardous Material descriptions. Customers Tendering Intermodal Units that are not placarded as containing Hazardous Materials, but are later determined by UP or any other entity to contain Hazardous Materials, will be considered by UP to be inaccurately identified and subject to, at UP's sole discretion, [a surcharge](#) (in addition to any other charges).
4. **Surcharge.** Each Intermodal Unit containing Hazardous Materials will be [subject to a per Intermodal Unit charge](#). This charge is not applicable on ISO tanks moving under rates and provisions in SCQ 28
5. **Non-Accident Release of Hazardous Material.** A per occurrence [charge](#) will be assessed to the Shipper or Consignee identified on the Waybill when a Non-Accident Release (NAR) of Hazardous Material is caused by, or is the result of, the acts or omissions of such Shipper or Consignee, while an Intermodal Unit is in UP's possession and/or is on UP's property.

E. **EXPLOSIVES.** Shipments of Commodities defined in Bureau of Explosives Tariff BOE-6000-series as Division 1.1 and 1.2 Explosives (HazMat Codes 4901) will be handled by UP only when Shipments are for the U.S. military. These Shipments are prohibited from moving over the lines of UP in commercial intermodal service.

## **F. METAL PRODUCTS.**

1. **General Application.** Certain metal products shall be considered restricted Commodities, and UP must provide prior approval before any such metal products may be Tendered by Customer to UP. CUSTOMER, OR ANY PARTY TENDERING COILED METAL PRODUCTS ON BEHALF OF CUSTOMER, SHALL DEFEND, INDEMNIFY, AND HOLD UP HARMLESS FROM AND AGAINST ANY ACTS OF NEGLIGENCE OR DAMAGES OF WHATSOEVER KIND RESULTING FROM A PARTY'S FAILURE TO FOLLOW THE PROVISIONS OF THE INTERMODAL TERMS AND CONDITIONS (INCLUDING THESE SPECIFIC COMMODITY PROVISIONS). Any Shipment that fails to comply with the terms of the Intermodal Terms and Conditions, these Specific Commodity Provisions, or any other term required by UP, shall be removed from transportation and placed in Storage. The person Tendering any such removed Commodity will be [assessed a surcharge](#).
2. **Special Blocking and Bracing Requirements.** Shipments of coils, rolls, reels, or spools must be palletized or on the prescribed load roll Pallet or an equivalent weight distribution device. Maximum weight of coils, rolls, reels, or spools is 12,500 lbs. or 5,681.8 kg. All Commodities must be Blocked and Braced with two inch by six inch (2x6) laminated (two high independently nailed) dimensional lumber in the lateral and longitudinal direction with 16 penny nails applied in a staggered nailing pattern spaced four to five inches apart. When loading heavy or concentrated weight Commodities, no more than 25,000 lbs. may be uniformly distributed over any ten linear feet within the Intermodal Unit. In lading with small supporting bases, no more than 3,500 lbs. may be on a floor area of less than 25 square inches (minimum dimension 3.1 inchx8 inch) with such areas no closer than 35 inches to one another. Coil strips (slits) must be unitized in stacks not to exceed 45 inches high and secured to the Pallet.
3. **Insurance Requirements.** Unless otherwise approved by UP, the party Tendering the cargo can provide written verification that the Tendering party and every party that has shipped, loaded, or arranged transportation of the metal coils, reels, rolls, or spools has in force a policy of insurance covering its business activities and expressly covering the shipment of or the handling of metal coils, in the amount of \$5,000,000.00 (Five Million Dollars), which names UP as additional insured.

## **G. TEMPERATURE CONTROLLED, REFRIGERATED AND/OR FROZEN SHIPMENTS.**

1. **General.** UP will only accept Shipments moving in privately owned or controlled Containers with operating temperature controlled devices that are accompanied by complete shipping instructions and other applicable requirements. Shipping lanes for transporting Shipments of temperature controlled Containers are limited. Customers shipping temperature controlled, refrigerated and/or frozen shipments must include a mechanical protective service flag on the Bill of Lading.
2. **Liability.** Customer assumes all liability for Damage and spoilage due to incorrect thermostat setting, or malfunction of any temperature controlled devices, units, recorders, or gauges on the Container(s).
3. **Container Requirements.** Customers of temperature controlled Containers must meet the following standards:
  - a. Portable heaters are prohibited.
  - b. Fuel tanks for operating temperature controlled Containers may only contain diesel fuel. Containers with a broken or missing fuel tank cap will not be accepted.
  - c. Fuel gauges, temperature gauges, and thermostat controls, when present, must be visible and readable for inspections that may be conducted while the Containers are mounted on a railcar.
  - d. Customer furnished Intermodal Units with mechanical refrigeration units must have an appropriate notice stenciled adjacent to the fuel intake in lettering not less than one (1) inch specifying the type of fuel to be used and the capacity of the fuel tank. The type of refrigerant used in the mechanical refrigeration unit must be shown on a tag or other appropriate notice affixed securely to the unit.
  - e. Containers containing temperature controlled devices must be a standard width, length, and height that will allow the Containers to be loaded onto railcars suitable for transport of Intermodal Units over rail lines.
4. **Inspections.** UP may allow for inspections of Containers upon UP property upon prior approval. UP will not: (a) permit any inspection, repair or refueling that will delay the movement of the train; (b) be responsible for performing

any inspections of fuel gauges, temperature gauges or thermostat controls; or (c) be responsible for any charges accruing as a result of an inspection or repair service. UP reserves the right, but is not obligated, to inspect, check, or monitor any devices, such as thermostats, temperature gauges or recorders, fuel gauges or recorders, devices, or any other operations of temperature controlled Containers.

- H. **WOOD PACKAGING MATERIALS.** Federal regulations (7 CFR Part 305) require that all wood packaging material ("WPM") used for Blocking, Bracing, crating, dunnage, Pallets or packaging of Shipments imported into or exported from the U.S. be heat-treated to 56 degrees C (133 degrees F) for a minimum of 30 minutes or fumigated with methyl bromide. The treated status of the WPM must be confirmed by a stamp of the applicable logo of the International Plant Protection Convention ("IPPC") Secretariat, a part of the Food and Agriculture Organization of the United Nations. In the event UP is advised by any governmental agency that a Shipment is not compliant with the International Standards of Phytosanitary Measures ("ISPM") developed by the IPPC, and regulations relating thereto, UP will handle the railcar or Container containing the WPM in accordance with section 4.6 of the ISPM, or as UP is directed to handle the Shipment by a governmental agency. Customer is solely responsible for reimbursing UP for any Damages incurred by or assessed against UP resulting from the presence of any non-compliant WPM in a Shipment. In addition to the freight charges, UP will bill Customer for payment of any other such Damages assessed against UP pertaining to the presence of the non-compliant WPM.