



# Stewart Southern Railway Inc.

PO Box 12 Fillmore, SK S0G 1N0

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## GENERAL FREIGHT TARIFF 1000-E

**NAMING:** RULES AND CONVENTIONS  
**GOVERNING:** GENERAL TRANSPORTATION  
**CHARGES TO:** FREIGHT TRAFFIC ORIGINATING FROM OR DESTINED TO STATIONS ON THE SSS  
**REPLACING:** CANCELLING AND REPLACING GENERAL FREIGHT TARIFF 1000-D

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Issued By: **Glenn Pohl – GMO – Stewart Southern Railway Inc.**  
**Sean Watson – Controller – Xpert Rail Consulting Inc.**

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## **Item 100      Application**

This Tariff covers rules, conventions and charges for freight rail transportation on Stewart Southern Railway Inc. (SSS) and applies against:

- All points, stations and locations on and served by the SSS, as Carrier
- Railway owned or controlled and privately owned rail cars and equipment operating over and while on the SSS railway network.

This Tariff does not apply against:

- Rail cars and equipment for loading or unloading of SSS company material while held on SSS tracks or private sidings connecting therewith.
- Rail cars of refused or unclaimed freight to be sold by SSS

SSS agrees to provide rail transportation services at the rates, terms and conditions set forth in SSS public price documents and this Tariff, in conjunction with SSS Ancillary Freight Tariff 3000-F.

All charges are payable to Stewart Southern Railway Inc., Box 12 – Fillmore, SK S0G 1N0.

## **Item 200      Cancelling and Amending Items**

This Tariff, and any corresponding Item, is subject to cancellation or amendment at any time. As Items in this tariff are supplemented, numbered items with letter suffixes, in alphabetical sequence, will cancel the corresponding numbered item in the original tariff or its supplement. For example, Item 500-A cancels Item 500 upon issuance of Item 500-A; similarly Item 800-B cancels Item 800-A in the prior supplement, which in turn had cancelled Item 800. Further, this tariff will be updated by republication showing a revised Issued and Effective Date whereby a revised page cancels any revised or original page showing an earlier date.

## **Item 300      Reference to Tariffs, Items, Glossary, etc.**

Provisions of this Tariff shall supersede those published on other SSS Tariffs or Contracts, unless specifically noted otherwise. Where reference is made within and to this Tariff, Items, Notes, Rules, Glossary, etc., such references are continuous and include supplements to, amendments and successive issues and reissues of this Tariff.

## **Item 400      Description of Uniform Freight Classification**

This Tariff is governed, except as may otherwise be provided herein, by Uniform Freight Classification UFC 6000 series and all supplements thereto or reissues thereof.

## **Item 500      Station List and Conditions**

This Tariff is governed by the Official Railway Station List publication OPSL 6000-series issued by Railinc. for:

- Additions or abandonment of stations and changes in names or locations of stations
- Changes in station facilities
- Prepay requirements
- Restrictions as to acceptance or delivery of freight



## **Item 600 Description of Commodities and Inspection**

This tariff is governed by STCC 6001 and all supplements thereto and reissues thereof.

The description of commodity(s) on the Shipping Document will conform to the Standard Transportation Commodity Code (STCC) and show the STCC Number(s). When different prices or rates are provided for the same commodity(s) according to the type of packaging or package, the type of packing or package shall be shown.

SSS reserves the right to inspect shipments to determine applicable prices and rates. When commodity(s) are found to be incorrectly described, freight charges will be collected and other terms may apply according to the proper description.

## **Item 700 Packaging**

For all Regulated Commodities, customers must package all shipments in accordance with Rules 5, 40, 41 and 51 of the Uniform Freight Classification, UFC 6000 Series.

## **Item 800 Private Equipment**

At all times when Private Equipment owned, leased or provided by, or on behalf of the Shipper, is used on SSS, the Shipper shall be responsible for ensuring that the equipment:

- Is free from mechanical defects and failures;
- Contains no prohibited or obsolete parts or structures;
- Complies with all applicable industry, federal, provincial and local laws, regulations, rules, permits, licenses and decisions including and without limitation those issued, decided, or established by the Association of American Railways (AAR), Railway Association of Canada (RAC), and Transport Canada; and
- Are otherwise in suitable condition for safe rail transportation

Prior to movement on SSS, private rail cars must be registered per the terms of industry Circular OT-5 as published in the Official Railway Equipment Register and be approved by the carrier connecting to SSS.

A private car arriving on SSS's network without OT-5 Approval will be assessed a \$400 charge to the Shipper.

Shipper shall fully indemnify, defend and hold harmless SSS from all losses, including, without limitation, attorney's fees and other costs of litigation, damage, injury, death or any other liability including fines, penalties, and environmental response costs to the extent such losses are caused by or otherwise arise from mechanical defects in, or failure of, Private Equipment or from Shipper's failure to comply with the terms and conditions of the Tariff.

SSS will not pay mileage charges on privately owned rail cars when moving over or while on SSS's rail network.

## **Item 900      Railway Supplied Equipment**

At all times when Equipment owned, leased or provided by, or on behalf of another Carrier, is used on SSS, the Carrier shall be responsible for ensuring that the equipment:

- Is free from mechanical defects and failures;
- Contains no prohibited or obsolete parts or structures;
- Complies with all applicable industry, federal, provincial and local laws, regulations, rules, permits licenses and decisions including and without limitation those issued, decided, or established by the Association of American Railways (AAR), Railway Association of Canada (RAC), and Transport Canada; and
- Are otherwise in suitable condition for safe rail transportation

SSS will not pay per diem on equipment supplied by other carriers when moving over or while on SSS's rail network.

## **Item 1000      Maximum Allowable Gross Weight on Rail**

The maximum allowable gross weight on rail is 286,000 lbs. per railcar.

## **Item 1100      Capacities and Dimensions of Cars**

Marked weight capacities, cubic capacities, lengths and dimensions of railcars for the purposes of this Tariff will be governed by information registered under the Official Railway Equipment Register, RER 6413-series, issued by National Railway Publication Company.

## **Item 1200      Loading and Unloading**

Upon arrival and placement of equipment for unloading at destination or loading at origin, consignees and consignor will be responsible for unloading or loading equipment, in accordance with the Association of American Railroads' Circular 42 series and appropriate AAR commodity loading publications and revisions thereof, in a manner that does not damage equipment, and for releasing equipment in a condition suitable for transport and suitable for loading or unloading by the next consignee.

When equipment is found not to be in a condition suitable for transport, the consignor or consignee will be given the opportunity to correct the situation at their expense.

If the consignor or consignee refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, debris, placards, or other material that was part of the shipment as well as secure loading/unloading devices, placards, close doors, gates, hatches, valves or otherwise secure the equipment, SSS (or another railway handling the equipment enroute) may undertake to remedy such failure. The consignor or consignee will be responsible for reimbursing the railway which performed such work for the costs, including any switching associated. Applicable demurrage, storage and/or other ancillary charges shall apply until equipment is returned to service upon remediation of consignor or consignee's failure.

### **Item 1300 Team Tracks, Transloading and Other Distribution Activities**

Team Tracks, or public delivery tracks and other associated platforms or structures, may be made available by SSS to customers for transloading non-hazardous commodities on a pro-rate shared use basis at the sole cost, risk and expense of customers using these facilities. By using these facilities, customers agree to indemnify, defend and hold harmless SSS from all claims, costs, and expenses, and to assume all risk, responsibility and liability for death, personal injury, or property damage arising from, related to, or in any manner caused by, in whole or in part, the use of such team track facilities.

NOTE: Customers with any intention to use Team Tracks or public delivery tracks and other associated platforms or structures on SSS's network must present their intentions to SSS management and secure commercial and operational approvals, plans, terms and conditions a minimum of 60 days prior to intended shipping. Such submission of intent does not constitute approval or acceptance by SSS to handle the commodity on SSS's tracks and infrastructure.

### **Item 1400 Third Party Surcharges and Administration Fee**

Any occurrence where the SSS incurs a surcharge from another railway as the direct result of customer errors or omissions in their billing or shipping instructions or practice, the third-party surcharge will be payable by the customer.

Further, Third Party Surcharges will be subject to a 20% Administration Fee.

### **Item 1500 Limitation of Liability, Indemnification and Exclusion of Liability**

**LIABILITIES RELATING TO THE COMMODITIES:** SSS's liability to Customer or any third party for claims involving any alleged loss, damage or delay to the Commodity shall:

- Not be in excess of the lesser of \$25,000 per unit of equipment or the value at the time and place of shipment ("Liability Limit"), and not be claimed against for loss per container/railcar for amounts of \$500.00 or less. (Note: If liability coverage beyond that provided herein is desired, SSS must be contacted for the applicable adjustment to rates, prices and charges to apply prior to tendering such shipment to SSS for rail transportation.)
- Be liable for claims only when filed in accordance with SSS claims process and policy as indicated in the General Terms and Tariffs and other applicable tariff provisions.
- Not include special, consequential, reliance, indirect, incidental or punitive damages, loss of profits, loss of market vessel or third party demurrage arising from loss, damage or delay to Commodities or for any amount in excess of the actual damage to the Commodities transported whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action; and
- Not include damage caused by Customer, force majeure or resulting from an inherent defect in the Commodities.

The limitations of liability contained in this Item shall apply notwithstanding that the negligence of SSS, its agents or employees may have caused or contributed to the loss, damage or delay.

Customer will co-operate with SSS in order to mitigate any loss or damage to Commodity by granting an agreeable salvage allowance, or allowing SSS to salvage the Commodity without restriction.

**CUSTOMER'S INDEMNIFICATION AND LIABILITIES:** In addition to the provisions set out above, SSS shall not be liable to Customer, and Customer shall indemnify and hold harmless SSS, for all loss of or damage to property, injury to or death of persons, or adverse effect on wildlife or the environment (including without limitation attorney's fees and other reasonable costs of litigation), provided, however, that Customer shall have no liability and shall have no obligation to indemnify SSS for any such loss, damage or injury to the extent they result from the negligence, tort or willful misconduct of SSS, its agents or employees.

**EXCLUSION OF LIABILITIES:** The Customer acknowledges and agrees that, in addition to above, SSS shall not be liable for consequential, incidental, special, indirect or punitive damages, for loss of or damage to property (except where the property is the Commodity per above), injury to or death of persons, or adverse effect on wildlife or the environment, including without limitation, consequential, incidental, special, indirect or punitive damages arising as a result of any negligence, tort or willful misconduct of SSS.

### **Item 1600      Claims for Loss or Damage: Process, Terms and Conditions**

Claims for Loss or Damage will be handled in accordance with the following process, terms and conditions:

- Amounts claimed for Loss or Damage may not be deducted from any freight bills issued by SSS.
- Shipper shall notify the Carrier immediately following notice or discovery of visible damages and/or shortages and facilitate inspection at point of discovery.
- A claim for Loss or Damage shall be sent, in writing, within nine (9) months of shipment delivery and including the following documentation:
  - Bill of Lading
  - Paid Freight Invoice
  - Detailed outline of all items lost/damaged and the amount claimed for each
  - Copy of Survey and/or Exception reports, Certified Scale tickets and/or quantity verification reports, Seal numbers, Delivery and/or Stock Transfer receipts
  - Paid invoices for repairs, parts, labour and replacement items.
- A claim for equipment damage must be submitted within two (2) months of the incident occurring. The nature of repair must reflect the standards as outlined in AAR Interchange Rules. SSS shall calculate the depreciated value of equipment based on manufactured date, damage date, original purchase price and monthly Depreciation Factor as follows:

Original Purchase Price – Depreciation = Depreciated Value

Where: Depreciation = Monthly Depreciation x Months in Service

Where: Monthly Depreciation = Original Purchase Price/Monthly Depreciation Factor

Where: Monthly Depreciation Factor is 180 months for steel welded equipment or 120 months for post and panel design equipment



- Failure of the shipper to comply with packaging requirements of the Uniform Freight Classification and AAR loading provisions shall be a defense to any claim for damage.
- Any lawsuit or other action for the enforcement or liability for loss of damage shall be instituted within one year after the railroad first declines the claim.

### **Item 1700-A COD or Credit**

All fees, rates, surcharges, ancillary and service charges are to be prepaid by the Customer or the responsible rail carrier involved in full to SSS upon request to SSS for service or at least prior to services rendered (otherwise referenced in this tariff as COD i.e. cash-on-delivery basis), unless Credit terms have been arranged by the customer or responsible rail carrier with SSS in advance of requesting services.

Customers without Credit Privileges must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered “prepaid” and prior to placement of a shipment if it is tendered “collect”.

Customers may apply to SSS for Credit Privileges by completing the Confidential Credit Application Form. You can request a copy of this form by emailing: **Sean Watson** sean@ssrailway.com.

Credit Privileges will be granted solely at the discretion of SSS. If granted, Credit Privileges will include a Credit Period of 30 days from the date of invoice from SSS to the responsible party until full payment is due.

Payment of an amount less than stated on an SSS Invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary on the payer’s remittance. Acceptance by SSS of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.

If payment is not received by the responsible party within the Credit Period, SSS will assess a Finance Charge of 2% per month (24% per annum or the maximum finance charge allowed by law, whichever is lower), and accrued prorated daily against the total amount outstanding from the due date until full payment is received.

Further, if an invoice becomes 90 days past the due date, SSS will upon providing 10 days written notice, revoke Credit Privileges and require customer to pay for services on a COD basis, or be subject to establishment of a Security Deposit, per Item 1900 below.

### **Item 1800 Billing Disputes and Claims for Relief of Charges**

In the event a payee disputes the fees, rates, surcharges, ancillary or service charges referenced in an invoice, the following procedures are to apply:

- A claim for relief of charges or a dispute with an Invoice must be submitted to SSS by completing and forwarding the Billing Dispute Form attached in Appendix 1 of this Tariff via e-mail to: **Sean Watson** - accounting@xpertrail.com within the payee’s Credit Period, i.e. 30 days from date of invoice.



- Payee must pay the undisputed amount of the invoice at the time the dispute is filed but not later than the payee's Credit Period.
- If, through SSS error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued but for the error. Bunching of cars not caused by SSS will not be considered as an SSS error.
- Once SSS determines a resolution to the dispute and notification is provided to the payee, the amount originally identified undisputed or the amount of resolution will not be considered past due until 15 days after notification.

Freight and other accrued transportation charges may not be offset by billing disputes or claims for relief of charges.

A reference for the type of information that may be required to process a claim for Billing and Demurrage disputes and forwarding instructions can be found in Appendix 1 of this Tariff.

### **Item 1900     Security Deposit**

If a customer has not secured Credit Privileges or fails to pay for demurrage, storage, fuel or any administrative, ancillary or accessorial fees, charges, surcharges or penalties within the Credit Period, a Security Deposit is required. For cases involving failure to pay, SSS may provide 10 days written notice that all future instances will require customer to make a Deposit to SSS in Security of future requests for services or future risk of incurring penalties.

The Security Deposit must be paid in cash, certified check, cashier's check or money order before freight cars are delivered to customer.

The minimum amount of deposit for each freight car will be the average amount per freight car of demurrage storage, fuel or any administrative, ancillary or accessorial fee, charge, surcharge or penalty outstanding at the time this Item is invoked toward the Customer. The maximum amount of deposit will be determined by SSS's Credit Office or through other alternative forms of Security. The Credit Office may waive the minimum deposit per car by accepting a revolving deposit of between \$1,000 and \$50,000, based on traffic volume and amounts outstanding. The Security Deposit will be held in an escrow account to guarantee payment of and to be applied against any demurrage, storage, fuel or any administrative, ancillary or accessorial fees, charges, surcharges or penalties which may accrue since the implementation of the security deposit arrangement.

SSS will refund the deposit or balance of the deposit within thirty (30) days after notification by its Agent that the equipment has been released to SSS. No interest will be paid by SSS on any Security Deposit. A demurrage, storage, fuel or any administration, ancillary or accessorial fees, charges, surcharges or penalties outstanding will be deducted from the deposit before any refunds are made. The deposit or balance of any deposit may be transferrable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.

Security Deposits will no longer be required after the Customer has secured Credit Privileges or has paid all outstanding demurrage, storage, fuel or any administration, ancillary or accessorial fees, charges, surcharges or penalties and has given assurance in writing to the satisfaction of SSS's Credit Office that future invoices of such nature will be paid within the Credit Period.



Should rail service to the Customer no longer be required, the Security Deposit will be released and returned, upon satisfaction of all outstanding demurrage, storage, fuel or any administration, ancillary or accessorial fees, charges, surcharges or penalties.

### **Item 2000      Currency**

All fees, rates, surcharges, ancillary and service charges in this and all SSS Tariffs, Items and Contracts shall be stated, invoiced and payable in Canadian funds, unless otherwise specifically stated when referenced.

### **Item 2100      Rule 11**

All shipments originating on or destined to stations on the SSS are to be billed under the provisions of the American Association of Railroads Accounting Rule 11. The SSS will collect its portion of freight revenue from the party listed on the bill of lading from the Interchange at Richardson, SK to respective stations on the SSS.

### **Item 2200      Shipping Documents – Bill of Lading**

All shipments presented to SSS for transport must be identified through a Bill-of-Lading (BoL) as, or reasonably similar to, the Uniform Straight Bill of Lading. The BoL must contain all information required to safely transport the shipment from its origin to its final destination. It is the party named on the BoL as Shipper who is responsible to complete the BoL and include all relevant information and submit to SSS. BoLs must comply with applicable rules and regulations set forth by the Railway Association of Canada, Transport Canada and the American Association of Railroads, as well as the U.S. Department of Transport and the Federal Railroad Administration where applicable.

By executing the BoL, the Consignor is deemed to accept and be bound by the conditions of this Tariff, including the defenses, exclusions and limitations of liability set out herein.

At minimum, the BoL must include:

- |                                                   |                                                   |
|---------------------------------------------------|---------------------------------------------------|
| - Individual rail car initial, number and type    | - Shipper full legal name and address             |
| - Consignee full legal name and address           | - Consignor full legal name and address           |
| - Care of Party full legal name and address       | - Payer of freight full legal name and address    |
| - Customs broker full legal name and address      | - Load or Empty Status                            |
| - Point of Origin, Point of Destination and Route | - Export or Domestic Status (re: GST application) |
| - Net weight, unit of measure and weight terms    | - Commodity description (and number)              |
| - Equipment number of accessorial equipment       | - Total number of pieces and package type         |

For Dangerous Goods (Hazardous Materials), at minimum, the BoL must also include:

- |                                             |                                                     |
|---------------------------------------------|-----------------------------------------------------|
| - UN number                                 | - Class Number                                      |
| - Packing group                             | - 24 hour contact number                            |
| - Emergency Response Assistance Plan (ERAP) | - ERAP contact information                          |
| - Confirmation of application of Placards   | - Confirmation of car type application to commodity |

The name of only one Consignor, one origin, one Consignee and one destination shall appear on a BoL and associated shipping documents. The document(s) may also specify the name of a third party that will be billed for the freight charges or a party at the same destination or origin to be notified of the arrival of the shipment.

### **Item 2300 Submitting Forwarding Instructions, Releases and Requests for Service**

For forthcoming service requests, SSS expects customers to advise SSS of rail car progress over connecting carrier with a minimum one week notice ahead of when car is expected to arrive at Interchange, including the specific rail car ID's and targeted SSS delivery station, via Email to **Jerri-Lynn Watson** jerri@xpertrail.com.

BoLs must be submitted in order to release the car to SSS. Cars not released prior to service will either not be pulled or be placed into Hold Status until BoL is received.

BoLs must be submitted to SSS electronically to ssrbol@ssrailway.com using the eBoL application at [www.railconnect.com](http://www.railconnect.com). For assistance getting started with electronic billing, please call SSS Customer Service at 306-722-0000 or e-mail: **Jerri-Lynn Watson** jerri@xpertrail.com

For any prices, fees, charges, surcharges or penalties referenced on the BoL inconsistent with provisions of this Tariff and/or with SSS Ancillary Freight Tariff 3000-F and SSS Freight Rate Tariff 4000-G, SSS Tariffs will override such inconsistencies. Other information associated with forwarding instructions, requests for movement and services, car requests and releases should be forwarded to **Jerri-Lynn Watson** jerri@xpertrail.com

SSS reserves the right to reject, as an unreasonable request for service, any e-mail forwarding instructions that are not clear & concise. SSS will not accept delivery of forwarding instructions by phone, mail, express service, personal delivery, or otherwise.

When electronic or mechanical devices are used to furnish forwarding instructions, and requests for service to SSS, the recorded date and time at which the instructions are received by SSS will govern.

### **Item 2400 Embargo**

If excessive retention of customers rail cars occurs on SSS, or its Interchanges, causing operational congestion, as determined by SSS, SSS may impose an embargo against the receipt of further customers cars until the congestion is eliminated.

### **Item 2500 Force Majeure**

Either Shipper, or Consignee, or SSS shall be excused from its or their obligations, with the exclusion of obligations related to ensuring safety, under the Contract or applicable Tariff(s) provided that Customer or SSS is prevented or delayed in such performance by any event which is unavoidable or beyond its reasonable control, including, without limitation, act of God, act of the Queen's or public enemies, an act of terrorism, war, sabotage, riot, insurrection, flood, rockslides, landslides, snow-slides, washouts, avalanches, storm, earthquake, expropriation, fire or explosion, strikes, lockouts, walkouts or other industrial disputes, derailment, labour shortages, power or fuel shortages, the act or failure to act of any government or regulatory body. Lack of funds shall not be considered as event of force majeure.

All time periods provided for in the applicable Tariff(s) and/or Contract shall be extended for a period equal to the period in which the event of force majeure is continuing and so far as reasonably possible, the party affected will take all reasonable steps to remedy the event of force majeure; provided, however, that nothing contained in this paragraph shall require any party to settle any industrial dispute or to test the constitutionality of any provincial, federal or local law or regulation. In the event of force majeure, the party affected shall give prompt written notice to the other party describing the event in question in reasonable detail, and such party shall also furnish

prompt notice when the condition of force majeure has ended. Failure to provide notice shall not preclude a party from relying on the existence of a condition of force majeure.

### **Item 2600     Safety**

Where at SSS's sole discretion, safe railway operations are not possible because of any unsafe condition at, on or near customer facilities, train service will be suspended and all applicable demurrage and ancillary service charges will continue to accrue until the condition is rectified to the satisfaction of SSS. Unsafe condition refers, but is not limited to, practices or infrastructure likely to cause injury, disability, loss of life and/or damage to structures, equipment or material and may include work-a-rounds that may be enacted to avoid or delay permanent corrections to unsafe conditions.

### **Item 2700     Dangerous Goods (including Hazardous Materials, Explosives, TIH/PIH)**

Dangerous Goods means a product, substance, or organism included by its nature or by the regulations in any of the classes listed in the Transportation of Dangerous Goods Act, schedule 1 of the Transportation of Dangerous Goods Regulations or successors thereof. Hazardous Materials means the hazardous materials listed in the table set forth in Title 49 C.F.R. 172.101 of the Hazardous Materials Regulations, as amended or replaced from time to time. Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances as named in the Hazardous Materials Regulations of the U.S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class 1.1, Class 1.2, Class 1.3, Class 1.4, Class 1.5 or Class 1.6 and/or as set out in section 2.10 of the Transportation of Dangerous Goods Regulations, SOR/2001-286; and/or as defined as Class A,B and C Explosives as named in part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000 series. For rules and regulations governing 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 Tariff BOE 6000-Series. TIH/PIH means any product/commodity considered toxic or poisonous by inhalation in the Canadian Transportation of Dangerous Goods Regulations, the United States Hazardous Materials Regulations, or the Association of American Railroads circular OT-55. The terms Dangerous Goods and Hazardous Materials are used interchangeably. The terms TIH and PIH are used interchangeably.

The Customer is responsible for the correct Identification, Classification, Labeling, and Description of all commodities loaded or unloaded and correct transfer of information onto BoL's, service requests, forwarding instructions, manifest and other transportation documents.

The Customer is responsible to ensure any equipment used for transport of Dangerous Goods (Hazardous Materials) is in proper serviceable condition for the safe rail transport of Dangerous Goods (Hazardous Materials) and is free of any mechanical defects, failures or compromises that could result in leakage, release, spillage, dumping or other discharges of the commodity, or could otherwise become unsuitable for the safe transportation of the commodity. All Dangerous Goods (Hazardous Materials) shall be transported in Private Equipment, with no mileage allowance. Use of private equipment is limited to that equipment which has been granted OT-5 approval by carriers connecting to SSS. SSS acceptance of Private Equipment in Interchange shall not relieve Customer of its obligations with respect to use of Private Equipment for the transportation of Dangerous Goods (Hazardous Materials) under this Tariff and shall not constitute a waiver by SSS of Customer's obligations hereunder.

The Customers is required to accept delivery of Dangerous Goods (Hazardous Materials), or cars last contained Dangerous Goods (Hazardous Materials), within 24 hours after notice of arrival has been sent or given to the



Consignee. Customers that anticipate that they will not be able to accept delivery in a timely manner should make alternative arrangements for storage of cars. SSS do not hold themselves out to normally provide storage of cars containing or last contained Dangerous Goods (Hazardous Materials). In addition, Customers will be liable for all Federal, Provincial and Local regulations, penalties or fines which may be assessed for the holding of private cars on railroad controlled tracks when party to the Bill of Lading has impeded movement of the car. The Customer will be responsible for any cost incurred by SSS for providing protection or surveillance of the car/commodity while held on railway property.

Dangerous Goods (Hazardous Materials) shipments must comply with all applicable Canadian and United States federal, provincial, state and municipal laws, regulations, rules, permits and licenses. Shipments and equipment must also meet industry rules and regulations as set forth by the American Association of Railroads and the Railway Association of Canada.

For greater certainty to SSS's liability for any delay loss of damage as may be defined in Item 1500 of this Tariff, the foregoing applies to SSS's liability against Dangerous Goods (Hazardous Materials). Customer hereby agrees to indemnify and hold harmless SSS, its owners and respective employees, officers, members, managers and directors from and against any and all claims, demands, liabilities and lawsuits brought by any third party or government agency against SSS seeking to hold SSS for any Loss to, unless SSS's act or omission, violation of law or regulation or breach of any requirement of the Tariff contributed to the Loss.

Notwithstanding any provisions in this Item, Customer hereby agrees to indemnify and hold harmless SSS, its owners and respective employees, officers, members, managers and directors from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of Dangerous Goods (Hazardous Materials) by Customer, another rail carrier, or contractor, or other transporter designated by Customer, or an EPA licensed treatment, storage or cleanup/disposal site operator designated by Customer.

Customer shall, regardless of the cause, be fully liable for and shall indemnify SSS, its owners and respective employees, officers, members, managers and directors against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a Dangerous Good (Hazardous Material) which is not identified on the bill of lading or manifest.

Customer shall indemnify and hold harmless SSS and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such loss arises from Customer's failure or negligence in inspecting and/or decontaminating equipment prior to release to SSR or delivering railway or motor carrier.

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

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



References to SSS and Customer as used in the Tariff shall include the owners, officers, agents, employees, managers and directors of SSS and Customer. Customer and SSS further agree that each and all of its indemnity commitments in the Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Customer and SSS and their respective officers, agents and employees.

NOTE: Customers or other carriers with any intention to ship any extreme Dangerous Goods (Hazardous Materials), including Toxic or Poisonous Inhalant Hazards (TIH's of PIH's), explosives, corrosives, radioactive or contaminated materials, on SSS's network must present their intentions to SSS management and secure commercial and operational approvals, plans, terms and conditions a minimum of 60 days prior to intended shipping. Such submission of intent does not constitute approval or acceptance by SSS to handle the commodity on SSS's network.

### **Item 2800 Heavy or Dimensional Loads**

Customers or other carriers with any intention to ship Heavy, Wide, Long or other Dimensional Load on SSS's network must present their intentions to SSS management **Glenn Pohl** – glenn@xpertrail.com and secure commercial and operational approvals, plans, terms and conditions a minimum of 60 days prior to intended shipping. Such submission of intent does not constitute approval or acceptance by SSS to handle the shipment on SSS's network.

### **Item 2900 SSS's Commitment**

**Safety:** SSS is committed to safe operations and environments. SSS shall adhere to all applicable workplace health and safety standards as set out by the provincial government of Saskatchewan. SSS shall also maintain an approved Safety Management System as required by Transport Canada.

**Invoicing:** SSS is committed to an expedited and simple billing policy. SSS shall invoice Customer for all SSS performed services and charges applicable no later than 30 days after the completion of the service or application of charge.

If, through no fault of the Customer, SSS fails to invoice within 30 days, the Customer credit terms will be extended to 30 days from the date of invoice for payment of the charges.

If, for whatever reason not attributable to SSS, a service or charge cannot be invoiced within 30 days, payment will be made by Customer as invoiced. Note: for services, the completion date is the date SSS service was completed; for charges (such as demurrage, penalties, fees or surcharges) completion date shall be the last day of the month, or the date by which the charge is applicable, whichever is last. In order for Customers to benefit from this commitment, it will be necessary for Customers to provide SSS a written declaration, within the Credit Period, detailing the reason why the invoice should not be paid.

**Billing Disputes:** SSS is committed to address billing disputes quickly. SSS shall render a decision, upon application and procedures followed as defined in Item 1700, within 30 days of declaration by SSS that all relevant information has been received.

## **Glossary and Definitions (Covering SSS Series of Tariffs)**

**Actual Placement** – When a car is placed in an accessible position for loading or unloading or at a point designated by consignor or consignee.

**Bill-To Party** – The Term Bill-To party is used as the party designated on the Bill-of-Lading as Bill-To Party or generally as the party responsible for paying freight charges, if other than the Shipper. The term Bill-To Party can be used interchangeably with the term Customer.

**Buffer Car** – Buffer cars must meet the following requirements:

- Must be a boxcar, covered hopper car, gondola or tank car; not a flat car
- Must have a high strength coupler (grade E coupler)
- Must have a length of at least 45 feet and not greater than 75 feet
- Must be loaded with non-dangerous goods that do not shift in service
- Must have a gross weight of not less than 45 tons
- Must be in good mechanical condition.

**Bunching** – When rail cars are delivered for the purpose of loading or unloading or are otherwise gathered in quantities that exceed the capacity of loading or unloading facilities, creates a condition known as bunching.

**Care-of Party** – The Term Care-of Party is used as the party designated on the Bill-of-Lading as Care-of Party or generally as the party to whom rail car placement is to be made, if other than the consignee at destination. When the bill-of-lading designates a Care-of Party, said party will be responsible for all demurrage and applicable charges. The term Care-of Party can be used interchangeable with the term Customer.

**Connecting Carrier** – the term Connecting Carrier refers to the railway interchanging equipment with SSS at the designated interchange.

**Consignee** – The Term consignee is used as the party designated on the Bill-of-Lading as consignee or generally as the party entitled to receive delivery of the equipment, often the party responsible for unloading the rail car. The term Consignee can be used interchangeably with the term Customer. Consignee is responsible for any demurrage and applicable charges which accrues at the point of unloading.

**Consignor** – The Term consignor is used as the party designated on the Bill-of-Lading as consignor or generally as the party responsible for furnishing forwarding instructions, often the party responsible for loading the rail car. The term Consignor can be used interchangeably with the term Customer. Consignor is responsible for any demurrage and applicable charges which accrues at the point of loading.

**Constructive Placement (PCON)** – When, due to some inability on the part of the consignor or consignee, a railway owned or privately owned rail car cannot be placed for loading or unloading at a point previously designated by the consignor or consignee, and is therefore placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges, the same as if it were actually placed at the designated point.

**Customer** – The Term customer is used as a generic encompassing term including one or either of the parties designated as shipper, consignor, consignee, bill-to party, care-of party or payer of freight, as referenced on the Bill-of-Lading, or otherwise the party responsible for loading or unloading the rail car, receiving equipment and forwarding instructions and receipt and payment of invoices.

**Disposition** – That information, including forwarding instructions, which allows the railway to either tender or release the car from the consignor's or consignee's account.



**Forwarding Instructions** – A bill-of-lading or other suitable order containing all the necessary information to transport the shipment to final destination.

**Idler Car** – Usually a flat car used in the transportation of a long article or shipment which extends beyond the limits of the rail car carrying the shipment.

**Interchange** – Tracks on which cars are interchanged between SSS and connecting carrier.

**Heavy or Dimensional Loads** – shipments in excess of Plate C dimensions and/or weighing in excess of 286,000 lbs.

**Line Haul** – The movement of freight by a carrier over its line or a portion thereof, excluding switching, pick-up or delivery.

**Loading** – the complete or partial loading of a rail car in conformity with AAR loading and clearance rules and the furnishing of forwarding instructions.

**Payer of Freight** – The Term Payer of Freight is used as the party designated on the Bill-of-Lading as the Payer of Freight or generally as the party responsible for paying freight charges, if other than the shipper. The term Payer of Freight can be used interchangeably with the term Customer.

**Private Car** – A rail car bearing other than railroad reporting marks and which is not a railroad controlled rail car.

**Private Track** – Trackage owned by other than the railway and assigned for individual use, including privately leased tracks.

**Rebill** – Anytime a BoL is modified for any reason and needs to resubmitted to the rail carrier.

**Reconsignment** - An order provided by consignor to bill a car to other than the original consignee.

**Released** – Submission of a complete bill-of-lading to the railroad indicating the car has been loaded or unloaded.

**Shipper** – The Term shipper is used as the party designated on the Bill-of-Lading as either the shipper or consignee or generally as the party responsible for ordering, shipping and paying for freight. The term Shipper can be used interchangeably with the term Customer.

**Statutory Holiday** – The Term Statutory Holiday or Holidays refers to any one of the following holidays proclaimed by Federal or Provincial statute: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

**Storage** – the act of setting aside rail cars not currently being actively used on tracks designated for such use.

**Tender** – The notification, actual or constructive placement of a rail car.

**Unloading** – the complete unloading of a rail car and notice from the consignee that the rail car is empty and available.

**Unit Train** – A single train for a single customer carrying a single commodity from one origin to one destination.

## **Appendix 1 Billing and Demurrage Dispute Information Requirements**

Provide the information described below for disputes, attach supporting documentation and submit by mail, or e-mail to:

Stewart Southern Railway Inc.  
Box 12, Fillmore, SK, Canada S0G 1N0  
E-mail: [accounting@xpertrail.com](mailto:accounting@xpertrail.com)

|                   |                         |                   |
|-------------------|-------------------------|-------------------|
| Company Name      | Date                    | Submitted by      |
| Contact Info      | SSS Invoice Number/Date | Amount of Invoice |
| Amount of Dispute | Relevant Car Numbers    |                   |

### **For Demurrage Disputes:**

|                                      |                                          |                           |
|--------------------------------------|------------------------------------------|---------------------------|
| SSS Constructive Placement date      | SSS Actual Placement date                | SSS Car Release Date      |
| Customer Constructive Placement date | Customer Actual Placement date           | Customer Car Release Date |
| SSS Determined Demurrage Days        | SSS Determined Demurrage Credits         | SSS Determined Net        |
| Customer Determine Demurrage Days    | Customer Determined Demurrage Credits    | Customer Determined Net   |
| Explanation of Differences           | Supporting Documentation for Differences |                           |

### **For Other Billing Disputes:**

|                                   |                                          |                           |
|-----------------------------------|------------------------------------------|---------------------------|
| Service/Price/Charge/Fee disputed | Tariff/Contract Reference                | Item/Schedule             |
| SSS Determined Charge             | SSS Date of Application                  | Tariff/Contract Reference |
| Customer Determined Charge        | Customer Determined Date                 | Reference Interpretation  |
| Explanation of Differences        | Supporting Documentation for Differences |                           |