

**Q.N.S. & L. Ry. TARIFF No. F.5-Y cancels
Q.N.S. & L. Ry. TARIFF No. F.5-X**

QUEBEC NORTH SHORE & LABRADOR RAILWAY COMPANY

SPECIAL LOCAL FREIGHT TARIFF CONTAINING RULES AND REGULATIONS

COVERING

TERMINAL AND TRANSIT ARRANGEMENTS

APPLICABLE FROM TO AND AT STATIONS ON THE

QUEBEC NORTH SHORE & LABRADOR RAILWAY COMPANY

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QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

CHECK SHEET

Original and Revised pages as name below contain changes from the previous tariff, effective as of the date shown thereon.

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QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 1

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

| ABBREVIATION AND REFERENCE MARK | EXPLANATION | ABBREVIATION AND REFERENCE MARK | EXPLANATION |
|--|---|---------------------------------------|--|
| % | Percent | Ltd | Limited |
| ◆ | Increase | Nfld | Newfoundland |
| □ | Reduction | No. (s) | Number (s) |
| ▲ | Change in wording which result in neither increases nor reduction in charges | Que. | Quebec |
| Cont'd | Continued | Q.N.S. & L. Ry. | Quebec North Shore & Labrador Railway |
| STCC | Standard Transportation Commodity code of the Association of American Railroad | Ry. | Railway |
| Kg | Kilogram | St. | Street |
| Jct | Junction | SU | Set Up |

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GENERAL RULES

Application of Arrangements

Rule 5: Privileges authorized herein will only apply at stations on the Quebec North Shore & Labrador Railway Company.

Bills of Lading for Shipments to be Stopped-Off in Transit

Rule 10: Agents must be particular, when issuing Bills of Lading for property which is intended to be stopped in transit for any purpose whatsoever, to endorse the Bill of Lading accordingly and also make the following notation: "Charges at stop-off point to be in addition to through rate".

Distance Table

Rule 15:- For computing distances for use in connection with charges published in this Tariff, Q.N.S.&L. Ry. Official Distance Table, Tariff No. F. 1 amendments thereto or reissues thereof will govern.

Reference to Index Numbers of Stations

Rule 20: Wherever reference is made herein to index numbers of stations, refer to Q.N.S. &L. Ry. Official Distance Table, Tariff No. F. 1 amendments thereto or reissues thereof.

Reference to Tariffs

Rule 25: Reference herein to tariffs and other publications includes reference to supplements thereto or reissues thereof.

Restrictions on Handling Perishable Freight

Rule 30: Perishable freight loaded in box cars, which freight may be subject to damage by freezing will not be accepted at any station unless bills of lading is endorsed "*Owner's Risk of Deterioration account frost*"

Cartage Charges

Rule 35: Rates published in the freight tariffs of the railway are exclusive of cartage.

Wharfage Charges

Rule 40: Rates published in the freight tariffs of the railway are exclusive of wharfage charges.

Freight Charges

Rule 45: Freight charges must in all cases be prepaid unless they can be charged to the consignee's open freight account.

Switching Charges

Rule 46: In cases where the Railway agrees, at Shipper's request, to move its rail cars or rail cars of private ownership to a specific area located outside the immediate vicinity of the Railway's freight station to allow for loading or unloading activities to take place or for maintenance of the cars, the Railway reserves the right to charge up to \$1,148.94 per requested rail car switching movement. The movement of the rail cars will not be executed until the Shipper and the Railway have agreed on payment terms for the requested movement.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY**Switching charges for movements on privately owned rail tracks**

Rule 47: The expression “privately owned rail tracks” used herein designates any railway track that is not owned by the Railway.

In the situation where the Railway must move empty or loaded rail cars on a privately owned railway track that is owned or not by the shipper, in order to facilitate normal operations of picking up or dropping off rail cars or in order to free up track space as such that loaded or empty rail cars can be properly moved or dropped off, or for any other reason in the context of normal operations by the Railway on the privately owned rail tracks, QNS&L reserves the right to charge a fix rate of \$57.45 per car for any rail car that needs to be moved.

In the situation where the Railway accepts, at Shipper’s request and outside normal operations of picking up or dropping off rail cars, to move its rail cars or cars of private ownership on privately owned rail tracks, QNS&L reserves the right to charge a fix rate of \$287.24 per moved rail car.

In the situation where the Railway accepts, at Shipper’s urgent request, to move its rail cars or cars of private ownership on railway tracks of private ownership, QNS&L reserves the right to charge for the specific costs of movement or switching. The request to move the cars will not be executed by QNS&L until the Shipper and the Railway have agreed on the payment terms for the requested movement.

Evidence of Weight

Rule 50: As a precondition of rail transportation by the Railway, all clients must provide written evidence of the weight of material, merchandise or any other freight purported to be carried. In a situation where freight is delivered to the Railway’s station before being loaded onto rail cars, the Railway requires that the freight be weighed directly at the station by using the equipment in place and at a mandatory rate of \$9.19 per weighing. The Railway will supply to the shipper the Evidence of weight required for railway transportation.

In a situation where the freight is delivered already loaded onto rail cars to the Railway, the Evidence of weight must be provided to the Railway’s station employees upon arrival of the freight at the station. Evidence of weight may be from any source customarily used by shippers and carriers for the shipping of freight and which gives reasonably accurate assurance as to the weight of the applicable freight. The Railway reserves the right to refuse, in its sole discretion, to haul material, merchandise or other freight if evidence of weight is not provided or is otherwise unsatisfactory.

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GENERAL RULES

Consignor & Consignee information

Rule 51: All freight or material to be shipped on the rail line needs proper consignor and consignee information relating to the applicable shipment, including contact details. The Railway retains the right to refuse shipping of freight or material that does not have sufficient consignor or consignee information relating to it. For non-carload shipments, consignor and consignee information must be properly identified on the actual freight.

METRIC CONVERSION

Rule 55: Where the provisions of this tariff are governed by specific tariffs which do not reflect METRIC UNITS, the following conversion factors will be applied:

| <u>FROM</u> | <u>TO</u> | <u>CONVERSION FACTOR</u> |
|-------------------|---------------------|---|
| Fahrenheit | Celsius | (Fahrenheit - 32) x 5/9 (Rounded off to nearest whole No.) |
| Feet & inches | meters | 0.0254 |
| Gallons | liters | 4.546 090 |
| Miles | kilometers | 1.609 344 |
| Pounds | kilograms | 0.453 592 4 |
| Pounds | tonnes | 0.000 453 592 4 |
| Pounds per gallon | kilograms per liter | 0.099 776 37 |

Unless specifically marked, all weights will be presumed to be in metric units.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION No. 1
RULES AND REGULATIONS

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 1

| Item No. | RULES AND REGULATIONS |
|-------------|---|
| 5 | Ballast, Freight Charges on |
| | Where it is necessary to use ballast, not constituting a part of the car, to make carload freight safe for rail transportation in conformity with railway loading requirements, the mass of such ballast will be charged at the rate applicable on the freight which it accompanies, or at the Class 27 rate, whichever is lower. |
| 10 | Blocking and Staking |
| | When this Company at point or origin of shipment, finds it necessary or is requested by shippers to furnish labour and material for staking, blocking or otherwise securing for safe transportation the charge will be: - |
| | The charge for labour and materials for blocking and lashing freight to railway cars will be the actual cost of labour and materials subject to the following minimum. PER UNIT |
| | Building, Portable (without wheels) \$278.26 |
| | Building Portable with wheels (less than 9,1m) \$786.26 |
| | Building Portable with wheels (more than 9,1m) \$1,442.15 |
| | \$1,355.14 |
| | Crane, Mobile with boom |
| | Objects requiring only metal and/or polyester straps (per strap) \$74.36 |
| | \$157.22 |
| | Vehicles freight Self-propelling not exceeding 0.907 t capacity |
| | Vehicles freight Self-propelling not over 9.07 t capacity \$857.14 |
| | Vehicles freight Self-propelling exceeding 9.07 t capacity \$1,223.69 |

QUEBEC NORTH SHORE & LABRADOR
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SECTION 1

| Item No. | RULES AND REGULATIONS |
|-----------|--|
| 20 | Special Freight Train Service, Charge for |

The practice of running special trains for the movement of freight should be discouraged as far as possible and, if obliged to run one, the charge will be ♦ \$46.39 per kilometer both for the loaded movement and return movement of the engine, minimum 160 kilometers plus freight charges for a minimum of five cars.

Freight charges to be the published carload rate and the minimum mass to be the aggregate for the minimum of five cars based on the published minimum carload on the freight requiring special freight train service. Any deficiency in mass will be charged for at the carload rate on the freight requiring special freight train service.

Special freight train service will only be considered when shipments are from one shipper at one point of origin consigned to one consignee at one destination.

Special freight trains are to be run only on authority of the Superintendent.

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Fastening of Shipments – Oversized Cars

1. The railway may refuse any movement or transportation of shipments which, in its opinion, cannot be safely fastened to the applicable rail cars either with equipment customarily used by the railway or other equipment provided by the shipper. In cases where a technical assessment is required from a certified engineering to determine if the carload can be safely railed to its destination on the railway, this assessment, at a cost of \$215.95, will be done at the shipper's cost. The railway, acting reasonably, is under no obligation to agree with the conclusions of such certified engineer.

2. The railway may refuse any movement or transportation of shipments if the combined center of gravity of the rail car and the shipments exceeds 2.5m from top of rail

3. Except for semi-trailers, unless prior arrangements are made with the railway, shipments exceeding the following dimensions (outside overall measurement, including shipment) will not be accepted for transportation:

- (a) Length: Shipments overlaps in length and requires the use of a second empty open car;
- (b) Width: 3.25m
- (c) Height: 4.65m (including height of rail car, i.e. from top of rail).

Any cars accepted which exceed the preceding measurements will be subject to a surcharge of 25% of the charge specified for the applicable freight under the applicable tariff.

4. For semi-trailers, unless prior arrangements are made with the railway, semi-trailers exceeding the following dimensions (outside overall measurement, including shipment) will not be accepted for transportation:

- (a) Length: Semi trailer overlapping in length of cars;
- (b) Width: 3,25m
- (c) Height: 4.65m (including height of semi trailer, i.e. from top of rail).

Any semi-trailers accepted which exceed the preceding measurements will be subject to a surcharge of 25% of the charge specified for the applicable freight under the applicable tariff.

QUEBEC NORTH SHORE & LABRADOR
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SECTION 1

| Item No. | RULES AND REGULATIONS |
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| 25 | Rules and Regulations, Charges Governing the Loading and Unloading of Freight |
| | <p>Where cranes, derricks or other mechanical loaders operated by power (Electric, steam or other power, except hand) are maintained or furnished and are used for the loading into or in cars or unloading from cars on team or stations tracks of carload freight which the shipper or consignee is required to load or unload, the charges per movement (unloading or loading) will be the actual cost of labour and materials, subject to the following minimums (which are inclusive of supplies, fuel and manpower necessary to operate the equipment):</p> <ul style="list-style-type: none"> • On Flat Cars: a charge of ♦ \$1.87 per 100 kilograms for the actual mass of the freight so handled subject to a minimum charge of ♦ \$120.41 per shipment will be assessed for loading carried out with the help of a forklift. This charge will apply to any piece having a mass of 454 kg and over. • For loading carried out with the use of a truck crane or boom truck, \$250.30/hour will be charged to the shipper, with a minimum charge of one (1) hour. • In Box cars: a charge of ♦ \$399.48 will be assessed. • On Piggy Back cars and trailers on wheels: a charge of ♦ \$233.02 will be assessed • For Container loading: a charge of ♦ \$1.87 per 100 kilograms for the actual mass of the freight so handled subject to a minimum charge of ♦ \$120.41 per shipment will be assessed. • For the loading of heavy machinery or any other type of machinery on wheels, a charge of \$95.16 will apply. <p>If the railway cannot supply the type of loading or unloading service required, it may retain an external supplier that can, at the railway's option, charge the service directly to the Shipper or the railway that will invoice it back to the Shipper. For loading of oversized freight as defined in item no. 21 or for loading of irregular freight that requires special handling, the railway may further request that Shipper be responsible to organize and pay for the actual cost of labour and material required to handle this type of freight.</p> |
| 30 | Cleaning and Disinfection, or Disinfecting Cars |
| | <p>When, on account of Federal, Provincial or Municipal regulations, it is necessary for this Railway to clean and disinfect, or solely to disinfect cars, the actual cost of labor and material used for cleaning and disinfecting, or only disinfecting, will be assessed by this Railway against the shipments which were transported in the cars that are required to be cleaned and disinfected, or disinfected under such regulations.</p> |
| 35 | Diversion in Transit of Carload Traffic |
| | <ol style="list-style-type: none"> 1. When requested by the owner of the property or his representative to make a diversion in transit, this Railway will make every effort to locate the shipment and effect diversion, but will not be responsible for failure to effect diversion desired, unless such failure is due to the negligence of its employees. 2. The term "Diversion" means : <ol style="list-style-type: none"> (a) A change in the name of the consignee. (b) A change in the name of the consignor. (c) A change in the destination. <p>The term "Destination" means :</p> <ol style="list-style-type: none"> (a) The billed destination, or if such destination is served by a terminal yard, then the terminal yard will be considered as the destination. 3. If successful in accomplishing diversion, charge of ♦ \$38.37 per car (see exception) will be made, which will be in addition to the current rate from point of origin to ultimate destination. <p>Exception : Freight, which, on account of length, requires the use of more than one car, will be considered as loaded in or on one car.</p> <p>Only one change of destination will be allowed under the provisions of this item. If shipment is diverted to a second destination, local rate from origin point to point at which last diversion is made and from such diversion point to final destination will be applied, but no charge for second diversion will be assessed (see exception).</p> |

QUEBEC NORTH SHORE & LABRADOR
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Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 1

| | |
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| Item No. | RULES AND REGULATIONS |
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QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 1

| Item No. | RULES AND REGULATIONS |
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| 80 | Restriction on Handling Perishable Freight |
| | The Railway will not accept perishable freight loaded in box cars, which freight may be subject to damage by freezing, except as provided below: <ol style="list-style-type: none"> 1. All canned goods. 2. Shipments of perishable freight in box cars when bills of lading and way bills are endorsed "Owner's risk of deterioration account frost, heater service not required". |

SECTION 1

| Item No. | RULES AND REGULATIONS |
|-------------|--|
| 85-A | Warehouse Storage Charges |
| | Cars Held After Free Time Expires |
| | <p>1. After the expiration of the longer of (i) free time specified herein, (ii) 48 hours from notice of arrival to consignee where the Railway has sufficient information to contact consignee and (iii) 48 hours from arrival where the Railway does not have sufficient information to contact consignee, freight held on the property or in the freight sheds of the Railway is subject to storage charges as published herein and at Owner's risk of loss or damage except, loss or damage from fire not caused by invasion, insurrection, riot, civil commotion, military or usurped power.</p> <p>2. Carload freight upon which free time allowed under demurrage rules has expired while in cars, and which is subsequently unloaded in or on the premises of this Railway is subject to storage charges as published herein.</p> <p style="text-align: center;">Charges</p> <p>3. Storage charges will be ♦ \$136.17 per carload per day. Storage charges for non-carload items will be charged at a minimum rate of \$1.32 per 100kg.</p> <p style="padding-left: 40px;">In a situation where rail cars are loaded with dangerous material and that these cars are stored on the Railway's site for more than 48 hours, the storage fees will be of \$191.47per day.</p> <p>Any heavy machinery left on the property of the Railway after the expiration of a period of 48 hours following the delivery to its destination or at the terminal or on another property of the Railway will be left on site at owner's risk in regard to the lost or damages that may be caused by the negligence of the Railway, its employees or its agent or for any other cause. Furthermore, the Railway will charge the following storage charges after the expiration of the said 48 hours period:</p> <p style="padding-left: 40px;">For the two first days: \$62.57 per day per heavy machinery</p> <p style="padding-left: 40px;">For the following 9 days: \$93.87per day per heavy machinery</p> <p style="padding-left: 40px;">For all subsequent days: \$125.15per day per heavy machinery</p> <p>The Railway also reserves its right to take the necessary dispositions to transport and deliver the heavy machinery to its owner after the expiration of the 48 hours mentioned above, as well as charging an additional 15% administrative charge on top of the charges relating to the movement of the equipment.</p> <p style="text-align: center;">Removal to Public Warehouse</p> <p>4. This Railway reserves the option, after written notice of its intention to do so has been sent or given, to remove to and store in a public or licensed warehouse freight on hand after the expiration of the free time specified herein. The applicable freight is to be held there at the risk of the Owner without liability on the part of this Railway, and shall be subject to a lien for all freight storage and other lawful charges. The obligation to provide notice is subject in all cases to the Railway having sufficient consignee information.</p> <p style="text-align: center;">Abandoned Shipments</p> <p>5. If delivered freight have not been claimed over a period of one (1) year or where the fair market value, as reasonably appraised by the railway, of freight is lower than accrued storage charges and accrued and expected warehousing costs, the Railway reserves its right to sell or otherwise dispose of the abandoned freight in any way it sees fit. Any proceeds related to abandoned shipments that will have been sold will be for the railway and cannot be claimed by the consignor or</p> |

For explanation of Abbreviations and Reference Marks not explained above, see Page 2.

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consignee.

Cars Held For Delivery, Later Unloaded

6. Carload freight held in cars for delivery and subsequently unloaded in or on the premises of this Railway at the request of Shipper or Consignee is subject to demurrage rules while in cars and to storage charges as specified herein after it is unloaded. If unloaded or reloaded by this Railway the actual cost of unloading or reloading will be in addition to storage-charges.

Carload Freight Unloaded to Release Equipment

7. After expiration of free time under demurrage rules this Railway reserves the right, after notice of its intention to do so has been sent or given to the Consignee and/or Shipper, to unload the freight for the purpose of releasing needed equipment. The freight so unloaded will be subject to storage charges as published herein and the actual cost of unloading will be in addition to the storage charge.

SECTION 1

| Item No. | RULES AND REGULATIONS |
|------------|--|
| 90 | Receiving Less-Than-Carload Shipments |
| | The provisions of this item have been transferred to Q.N.S. & L. Ry. TARIFF No. F-23. |
| 95 | Delivering Less-Than-Carload Shipments |
| | The provisions of this item have been transferred to Q.N.S. & L. Ry. TARIFF No. F-23. |
| 100 | Vehicles, Freight or Passenger, Second Hand, Conditions of Carriage |
| | Vehicles, freight or passenger, second hand : |
| | (a) Will only be carried on the understanding that the condition of the vehicle is unknown at time of acceptance by the railway at point of origin. |
| | (b) The railway will not be responsible for mechanical problems or damage to the vehicle at time of delivery to the consignee unless the Shipper and or Consignee can furnish proof of negligence on the part of the Railway or its employees. |
| | (c) The Consignee shall be responsible to advise the Agent at destination of any damage whatsoever prior to accepting the vehicle, otherwise the Railway will not accept any claim for damage however caused. Acknowledgment of damage by the Railway at time of delivery is not an admission of responsibility. |

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SECTION 1

| Item No. | RULES AND REGULATIONS |
|------------|--|
| 105 | Distance Allowances on Railway Cars of Private Ownership |
| | <p>APPLICATION</p> <p>1. The regulation authorized herein will govern the payment of distance rate allowance on railway cars of private ownership when used in loaded or empty movement on the Quebec North Shore & Labrador Railway.</p> <p>CARS OF PRIVATE OWNERSHIP DISTANCE ALLOWANCES</p> <p>2. The term "Cars of Private Ownership" used herein is defined as cars owned by individuals, firms, corporations or car companies, including cars owned and/or operated by railroad-controlled car lines.</p> <p>3. When cars referred to in Paragraph 1 are furnished by shippers or owners, allowance at the rate of 2 cents per kilometer will be allowed for the use of such cars, loaded or empty, provided the cars are properly equipped. Payment will be made to the owner, i.e. the party who has acquired the car as shown by its assigned reporting marks (see Note 1).</p> <p>COMPUTATION AND PAYMENT OF DISTANCE ALLOWANCES.</p> <p>4. Distance will be computed on the basis of actual distance via the route car moves from point of origin to destination without deduction of distance through switching districts (see Note 2).</p> <p>5. Distance allowance will not be paid for switching movement where the transportation begins and ends within the switching limits.</p> <p>EMPTY CARS</p> <p>6. Distance allowance will not be paid on empty cars delivered to railways for transportation as commercial shipments under Bill of Lading and current classification or tariff.</p> <p>Note 1 : The acquirement or ownership of a car referred to will be identified by the assigned reporting marks painted or stencilled on the car as evidence of ownership. The carding, placarding or boarding of cars will not be recognized as evidence of ownership.</p> <p>Note 2 : The term "without deduction of distance through switching districts" does not refer to strictly switching movements, where the transportation begins and ends within the switching limits, but covers only road haul movements where some part of the haul is through the terminals of this Railway.</p> |
| 106 | Storage fees for Cars of Private Ownership |
| | <p>CARS OF PRIVATE OWNERSHIP</p> <p>1. The term "Cars of Private Ownership" used herein is defined as cars owned by individuals, firms, corporations or car companies, including cars owned and/or operated by railroad-controlled car lines.</p> <p>STORAGE FEES</p> <p>2. The railway will notify the owner of Cars of Private Ownership when such cars remain, or are expected to remain, on the railway's property after free time allowance for subsequent train movement or removal has expired. If such owner, upon notice from the railway, does not promptly give a concrete indication of the next movement, the railway will charge the following fees:</p> <p style="padding-left: 40px;">(a) \$31.29 per day per car for the first seven days after expiry of free time allowance; and</p> <p style="padding-left: 40px;">(b) \$62.57 per day per car for any subsequent day.</p> <p>FREE TIME ALLOWANCE FOR PRIVATE CARS</p> <p>Free time allowance for private cars should never be longer than seven (7) days following arrival of the cars on the railway's premises, unless prior arrangements have been taken with the railway.</p> <p>The railway also reserves the right to arrange for the transportation and delivery to the owner or to any third party custodian of any Car of Private Ownership which, without prior arrangement having been taken with the railway, remains on its premises after the expiration of the 7-day free time allowance specified above. The railway will charge the owner for the cost of such transportation and delivery, plus a 15% administrative fee.</p> <p>The railway assumes no responsibility, as bailee, depository or otherwise, for the loss of, or damages to, any Car of Private Ownership which is removed from its premises after the expiry of the 7-day free time allowance.</p> |

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SECTION 1

| Item No. | RULES AND REGULATIONS |
|------------|---|
| 110 | Equalization of Distance Travelled on Railway Cars of Private Ownership |
| | <p>APPLICATION</p> <p>1. The regulation authorized herein will govern equalization of distance on railway cars of private ownership, when used in loaded or empty movement on the Quebec North Shore & Labrador Railway.</p> <p>CARS OF PRIVATE OWNERSHIP</p> <p>2. The term "Cars of Private Ownership", used herein, is defined as cars owned by individuals, firms, corporations or car companies, including cars owned and/or operated by railroad controlled car lines.</p> <p>EMPTY RAILWAY CARS</p> <p>3. Railway cars of private ownership will be moved, empty, without charge at the time movement is made, between stations on the line of this railway, subject to the regulations authorized herein.</p> <p>CHANGE OF OWNERSHIP</p> <p>4. When a private railway car company or owner discontinues business or disposes of railway car equipment, any excess empty distance balance which has accrued to date of such action, on the railway cars bearing the reporting marks of such company or owner, shall be subject to bill as of that date, at tariff rates, without minimum, plus the distance allowance that has been paid by the carrier on such excess empty distance balance, unless the new owner who acquires the railway car equipment agrees to assume all the obligations of the former owner under this arrangement, in which event, all distance travelled by such cars under the old reporting marks, subsequent to the change of ownership, shall be taken into equalization account of the new owner.</p> |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 1

| Item No. | RULES AND REGULATIONS |
|------------|--|
| 115 | Automobiles, Conditions of Carriage |
| | <p>1. CONDITIONS OF ACCEPTANCE</p> <p>Automobiles will only be carried between stations on the Quebec North Shore & Labrador Railway Company under the following terms and conditions.</p> <p>(a) The shipper is required to have the vehicle in proper running order at the time of delivery for shipment, and filled with the proper amount of gasoline and lubricating oils.</p> <p>(b) The automobile must have sufficient anti-freeze solution in the radiator, and in sufficient quantity and strength as will be necessary to protect the vehicle from freezing while in transit or being held on railway property. The railway will not be responsible for any damage to any part of the vehicle caused by freezing, or any other weather condition.</p> <p>(c) Automobiles should be sufficiently clean to permit proper checking for paint damage or small dents. The Railway will not be responsible for any such damage overlooked because the vehicle was not clean. Unclean condition of the automobile will be endorsed in the bill of lading at time of shipment.</p> <p>(d) Baggage, personal effects or any other goods left in the automobile will be carried at owner's risk of loss, damage or delay, whether such loss, damage or delay is caused by, results from, the negligence of the railway company, its servants or agents, or howsoever caused.</p> <p>(e) It is the responsibility of the owner to take possession of his automobile at the railway's terminal or from the railway's property, whichever the case may be. The railway will not accept owner requests to transfer the automobile to steamship wharves or to other carriers.</p> <p>(f) Any automobiles remaining on the premises of the railway after the expiration of a period of 48 hours from delivery of such automobile to its destination on the railway's terminal or other property, will be at owner's risk of loss or damage, whether such loss or damage is caused by, or results from, the negligence of the railway, its servants or agents, or howsoever caused. The railway will also apply the following charges for any automobile remaining on the railway's property after the expiration of the 48-hour period described above:</p> <p style="padding-left: 40px;">For each of the first two days: \$62.57 per day per automobile</p> <p style="padding-left: 40px;">For the third and each of the following nine days: \$93.87 per day per automobile</p> <p style="padding-left: 40px;">For the thirteenth and each succeeding day: \$125.15 per day per automobile</p> <p>The railway also reserves the right to arrange for the transportation and delivery to the owner of any automobile which remains on its premises after the expiration of the 48-hour period described above and will charge the owner for the cost of such transportation and delivery, plus a 15% administrative fee.</p> <p>(g) Times of departure and arrivals of trains are not guaranteed, and the railway shall not be liable for any loss, expense or damage, incurred or sustained by the shipper as a result of the delay.</p> <p>2. RAILWAY'S LIMITATION OF LIABILITY</p> <p>In consideration of the railway receiving the automobile described on the Bill of Lading and transporting same at rates set forth in the Tariffs of the railway, the owner expressly agrees that the railway shall not be liable in any respect of or consequence upon the loss or damage to the said automobile, its parts, tools or accessories howsoever caused for any amount in excess of the retail value declared in the current edition of the publication entitled "The Canadian Red Books" or "Official Used Car Valuation". Cost of repairs will be evaluated using the "National Auto Damage Manual" or a garage estimate at the Railway's discretion.</p> |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 1

| Item No. | RULES AND REGULATIONS |
|-------------|---|
| 120 | "Part Lot" Shipments on Consignment Short Shipped |
| | <p>When shipments are tendered "Short" one or more of the articles shown on bill of lading, or with notation on Bills of Lading indicating that part of the consignment is "short shipped", Agents will receipt only for the goods actually received, and erase the article or articles "short" from the bill of lading, or the notation indicating that a portion is to follow. If balance of shipment is tendered at a later date, same will be considered as a separate shipment and billed forward accordingly.</p> |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION No. 2

CAR DEMURRAGE RULES AND CHARGES

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 2

| Item No. | CAR DEMURRAGE RULES AND CHARGES |
|------------|--|
| 200 | RULE 1 : Cars Subject to these Rules |
| ▲ | <p>(a) Cars held for loading, unloading, forwarding directions or for any other purpose.</p> <p>(b) Cars held by reason of the seizure of the contents thereof under any process of law.</p> <p>EXCEPTIONS</p> <p>This rule shall be subject to the following exceptions :</p> <p>(A) Private cars, loaded or empty on private tracks.</p> <p>(B) Empty private cars stored on carriers or private tracks.</p> |
| | RULE 2 : Notification and Delivery |
| | <p>(a) Notice of arrival shall be sent or given the consignee, or party entitled to receive the same, by the carrier in writing, or as otherwise agreed to in writing by carrier and consignee, with all dispatch after the arrival of the car at destination, or at a point short of destination when held there due to any reason for which the shipper or consignee is responsible. Such notice shall show car initials and number, contents, point of shipment and the initials and number of the original car if transshipped in transit. If notice is mailed, the consignee or such other party shall be held to have been notified at 7:00 a.m. of the day following the date of mailing.</p> <p>The carrier shall, on application made after notice of arrival has been sent or given, specify where the car has been placed for unloading. Any time lost by default of the carrier in giving such information shall be added to the free time allowance.</p> <p>(b) When delivery cannot be made on specially designated public delivery tracks on account of such tracks being fully occupied, or from any other cause for which the carrier is not responsible, the carrier shall send or give the consignee notice in writing or as otherwise agreed to by carrier and consignee, of its intention to make delivery at the nearest point available to the consignee, naming the point. Such delivery shall be made, unless the consignee shall, before delivery, indicate a preferred available point, in which case the preferred delivery shall be made, or should the consignee state unwillingness to take delivery at the point so named by the carrier, and fails to indicate any other available point for delivery, the carrier shall give notice of readiness to deliver in the manner provided for in Rule 2 (c).</p> <p>(c) If delivery of cars upon other-than-public-delivery tracks or industrial interchange tracks cannot be made because of the condition of or on the said tracks, or for any reason attributable to the consignee, a written notice of readiness so to deliver shall be sent, mailed or given to the consignee or party entitled to receive the same and such notice shall be in lieu of the notice of arrival referred to in Rule 2 (a), provided that only notice of arrival need be sent, mailed or given to such consignee or other party from whom the carrier has received a placement withholding order.</p> <p>(d) Delivery of cars upon other-than-public-delivery tracks or industrial interchange tracks shall constitute notification to the consignee.</p> <p>(e) In all cases where notice is required, by removing any part of the contents of the car, the consignee shall be considered to have received such notice.</p> <p>(f) Should the delivery require inter-switching, the notices referred to in Rule 2 (b) and 2 (c) shall be given by the terminating switching carrier and the line carrier shall furnish the terminating switching carrier with the car initials and number, contents, point of shipment and the initials and number of the original car if transshipped in transit.</p> |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 2

| Item No. | CAR DEMURRAGE RULES AND CHARGES |
|------------|--|
| 200 | RULE 3 : Placement |
| Cont'd | <p>(a) "Actual placement" is made when a car is placed in a reasonably accessible position for loading or unloading.</p> <p>(b) Constructive placement is made when, because of the condition of or on the delivery tracks, or for any reason attributable to the consignee, the conditions of actual placement are not met, and notice, if necessary, referred to in Rule 2 (b) or 2 (c) has been sent, mailed or given.</p> |
| | RULE 4 : Free Time Allowances |
| | <p>If necessary, twenty-four hours, exclusive of Saturdays, Sundays and holidays, shall be allowed for any or all of the following purposes :</p> <p>(a) For giving orders for special placement, except that consignee served by an other-than-public-delivery track or industrial interchange track shall not be entitled to an allowance for this purpose if delivery is taken on such track.</p> <p>(b) For diversion, re-consignment or reshipment in the same car, provided that no such allowance shall be made for a re-consignment which does not involve the movement of the car to a point beyond the same industry or public delivery yard.</p> <p>(c) For completion of loading, for partial unloading, for partial reloading, for inspection or for grading of contents when cars are stopped in transit for such purpose pursuant to a privilege contained in the carrier's tariffs.</p> <p>If the twenty-four hours allowed for the above mentioned purposes (a, b & c) are exceeded, demurrage shall be charged.</p> <p>(d) When a car containing freight moving on an order bill of lading consigned to a non-agency station is held short of destination for surrender of the endorsed order bill of lading, forty-eight hours, exclusive of Saturdays, Sundays and holidays, shall be allowed at the hold point for that purpose.</p> <p>(e) Forty-eight hours free time, exclusive of Saturdays, Sundays and holidays, shall be allowed for loading or unloading all commodities.</p> <p>(f) When at billed destination a car is not unloaded, but additional freight is loaded, or a car is partly unloaded, or is partly reloaded, only forty-eight hours free time, exclusive of Saturdays, Sundays and holidays, shall be allowed.</p> <p>(g) When the loading of a car is commenced before the unloading is completed, each operation shall be treated independently, and the free time for loading shall not begin until the first 7:00 a.m. after unloading has been completed.</p> <p>(h) When cars are handled by private motive power, an additional allowance not exceeding twenty-four hours shall be granted for the time necessary to switch the cars to and from the designated industrial interchange track.</p> <p>(i) Delays beyond the free time allowed for any two or more purposes under this rule, shall be aggregated and charged for in accordance with Rule 9; unless reconsignment effects actual transfer of ownership of the goods, in which case the charge against the new consignee for subsequent delay beyond the free time allowed shall begin with the lowest rate.</p> |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.5-Y

SECTION 2

| Item No. | CAR DEMURRAGE RULES AND CHARGES |
|-------------|---|
| 200 | RULE 5 : Computing Time |
| Cont'd | <p>(a) When cars are placed for loading, time shall be computed from the first 7:00 a.m. after placement or from 7:00 a.m. of the date for which ordered, whichever is the later, until loading is completed in conformity with railway loading and clearance rules, and proper billing instructions are furnished; provided that if loading is commenced prior to the date for which a car is ordered Rule 5 (b) shall apply.</p> <p>(b) When a car is appropriated for loading prior to 11:00 a.m. time shall be computed from 7:00 a.m. of the date appropriated; provided the car was in an accessible position at that hour. If the car was not in such position at that hour or if loading is commenced at or after 11:00 a.m., time shall be computed from 7:00 a.m. of the following day.</p> <p>(c) When an empty car placed on the order of one party is appropriated by another party, without permission of the carrier, it shall be considered as having been initially ordered and placed on an order of the party appropriating the car.</p> <p>(d) When empty cars, having been ordered for loading and placed or having been appropriated, are not used in transportation service, demurrage shall be charged from the first 7:00 a.m. after placement or appropriation until released, including Saturdays, Sundays and holidays, and no free time allowance shall be made.</p> <p>(e) When cars are to be loaded or unloaded on tracks served by private motive power, time shall be computed from the first 7:00 a.m. following actual or constructive placement on the designated interchange track until returned thereto and in the case of cars returned loaded until proper billing instructions are furnished.</p> <p>(f) When cars are held for any of the purposes referred to in Rule 4 (a), time shall be computed from the first 7:00 a.m. after notice of arrival is sent or given to the consignee or party entitled to receive the same.</p> <p>(g) When cars are to be unloaded on public delivery tracks, time shall be computed from the first 7:00 a.m. following actual or constructive placement on such tracks, provided notice as required by these rules has been sent or given to the consignee or party entitled to receive the same.</p> <p>(h) When cars are to be unloaded on other-than-public-delivery tracks, time shall be computed from the first 7:00 a.m. after actual or constructive placement on such tracks.</p> <p>(i) Provided that notice is given the carrier in sufficient time and the carrier is unable to place a car by the first regular switch to designated unloading track after placement orders are received, time used in switching a car from a "hold" point short of destination, or from a "hold" point at destination shall be deducted in computing the demurrage record.</p> <p>(j) When for any reason for which the consignee is not responsible, cars are not tendered in the order of arrival at destination, the consignee shall be entitled to the same free time and rate as would have applied had the cars been tendered in date order of arrival. Claims for adjustment under this Rule 5 (j) must be presented in writing to the carrier's agent within sixty (60) days after the date on which the bill for demurrage is rendered, and must be supported by a statement showing complete unloading record. Unless claims are so presented the railway shall not be liable.</p> |

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SECTION 2

| Item No. | CAR DEMURRAGE RULES AND CHARGES |
|------------|---|
| 200 | RULE 6 : Weather interference |
| Cont'd | <p>(a) If wet or inclement weather, according to local conditions, renders loading or unloading impracticable during business hours, or exposes the goods to damage, the free time allowance shall be extended so as to give the full free time of suitable weather. If, however, the cars are not loaded or unloaded within the first forty-eight hours of suitable weather, no additional free time shall be allowed.</p> <p>(b) When bulk freight is frozen or congealed in transit or before actual or constructive placement so as to render unloading impossible within the free time allowed, such additional free time, not exceeding forty-eight hours, will be allowed as may be necessary with the exercise of due diligence to remove the lading but only after unloading is actually commenced.</p> <p>Claims for adjustment under this rule must be presented in writing to the carrier's agent within sixty (60) days after the date on which the bill for demurrage is rendered, and must be supported by a statement certifying by car initials and number, the date and hour on which heating and/or unloading actually began. Unless claims are so presented the railway shall not be liable.</p> |
| | RULE 7: Bunching |
| | <p>(a) CARS FOR LOADING : When, by reason of delay or irregularity of the carrier in filling orders, cars are bunched and placed for loading in numbers in excess of daily orders, the shipper shall be allowed such free time for loading as he would have been entitled to had the cars been placed for loading as ordered.</p> <p>(b) CARS FOR UNLOADING OR RECONSIGNING : When, for any reason for which the shipper or consignee is not responsible, cars are bunched at point of origin, in transit, or at destination, so that they are tendered for delivery in numbers in excess of the daily numbers shipped, the consignee shall be allowed such free time as he would have been entitled to had the cars been tendered for delivery in accordance with the daily numbers shipped. In computing such allowance nothing in this Rule shall be construed as obligating the carrier to tender cars for delivery in the same daily order and numbers as shipped. Under this Rule, cars moving from different points to destination and arriving on different dates will be considered bunched if tendered for delivery on one day and such free time shall be allowed as the consignee would have been entitled to had the cars been tendered for delivery in the order of their arrival.</p> <p>Claims for adjustment under this Rule 7 must be presented in writing to the carrier's agent within sixty (60) days after the date on which the bill for demurrage is rendered, and must be supported by a statement showing complete loading or unloading record, as the case may be, date of shipment, point of origin and routing of each car involved. Unless claims are so presented the railway shall not be liable.</p> |
| | RULE 8 : Carrier, Customs or Government Inspection Delays |
| | <p>Demurrage shall not be charged for:</p> <p>(a) Delay for which the carrier is responsible.</p> <p>(b) Delay in clearing customs for which Customs Officials are responsible.</p> <p>(c) Delay attributable to Government Officials in performance of any duties placed on said Government Officials by reason of any act, rule or regulation when such duties can only be performed by said Government Officials.</p> |

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SECTION 2

| Item No. | CAR DEMURRAGE RULES AND CHARGES |
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| 200 | RULE 9 : Demurrage Charges |
| Cont'd | <p>After the expiration of the free time allowed, or without free time where none is provided, except as provided in Rule 10, the following charges shall be made for each day or fraction thereof, until the car is released, including Saturdays, Sundays or holidays. (Such Saturdays, Sundays or holidays will be excluded where they, either singly or consecutively, immediately follow the day on which the final twenty-four hours of free time begins to run.)</p> <p>For each of the first four days of delay◆ \$156.45</p> <p>For the fifth and each succeeding day of delay◆ \$187.72</p> |
| | RULE 10 : Industrial Strikes |
| | <p>When by reason of a strike of the employees of a consignor or consignee or action taken by such employees or a trade union of such employees, a consignor or consignee is prevented from receiving, unloading, loading or releasing cars, or because of such strike or action a carrier is prevented from placing cars upon or removing cars from industrial interchange tracks or the private delivery tracks of such consignor or consignee, and cars are thereby detained, detention to each car due to such cause from the first 7:00 a.m. after such interference begins until the first 7:00 a.m. after such interference ceases or the strike ends, whichever is the earlier, will be excluded in computing free time provided in Rule 4 and computing charges provided in Rule 9 and will be charged for at the lowest charge set out in Rule 9 per car per day, or fraction thereof, including Saturdays, Sundays and holidays with no free time allowance.</p> <p>Cars shipped to strike-bound plant after two days from the effective date of strike at such plant exclusive of Saturdays, Sundays and holidays, (the date of the bill of lading to govern) shall not be entitled to the provisions of this Rule.</p> <p>Cars when reshipped or reconsigned to a strike-bound plant after two days exclusive of Saturdays, Sundays and holidays, from the effective date of strike at such plant, shall not be entitled to the provisions of this Rule.</p> <p>Claims under this Rule must be presented in writing to the carrier's agent within sixty (60) days, after the date or which the bill for demurrage is rendered and must be supported by a statement showing for each car the time and date interference began and ceased. Unless claims are so presented the railway shall not be liable.</p> |
| | RULE 11 : Non-Payment |
| | <p>If payment of demurrage charges properly due on cars held on public delivery tracks be refused, delivery of only such car or cars on which demurrage charges are due shall be withheld by means of sealing or locking, or by placing where such cars shall not be accessible.</p> <p>If the owners or users of other-than-public-delivery tracks, or of industrial interchange tracks referred to in Rules 4 (i) and 5 (e) refuse to pay any charges which may already be due, delivery of cars to such tracks shall be suspended, and delivery shall be made on any available public delivery track until such charges have been paid.</p> |