

No supplement of this tariff will be issued except for the purpose of canceling the tariff.

**NEW
PCN 4700**

**POINT COMFORT & NORTHERN RAILWAY
COMPANY**

TARIFF PCN 4700

APPLYING ON:

RAILWAY CARS

BETWEEN

LOLITA, TEXAS

AND

POINT COMFORT, TEXAS

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Issued by
Nancy M. Lapinski
Tariff Publishing Officer
301 Grant Street – One Oxford Centre
Suite 4300
Pittsburgh, PA 15219
412-577-4048

TARIFF PCN 4700

Item 1 -- GENERAL RULE

1. This publication is governed, except as otherwise specifically provided herein, by the provisions of publications below as amended from time to time:

Bureau of Explosive	BOE 6000-series
Directory of Hazardous Materials Shipping Description	(issued by RAILINC)
Official Railroad Station List	OPSL 6000-series
Official Railway Equipment Register	RER-series
Standard Transportation Commodity Code	STCC 6001-series
Uniform Freight Classification	UFC 6000-series
Union Pacific Railroad Company Accessorial Tariff	UP 6004-series

2. Where reference is made in this publication to tariffs, circulars, items, notes, rules, etc., such references are continuous and include revisions and supplements to and successive issues of such tariffs, circulars, items, notes, rules, etc.
3. This publication is governed, except as otherwise provided herein, by the provisions of Exempt Circular Union Pacific UP 16-series as amended from time to time.
4. Except as otherwise provided herein, prices in this document are NOT subject to mileage allowance.
5. Rates apply only when the condition of the commodity permits movement to be made entirely in regular freight train service at normal speeds without restriction.
6. If a shipment is accepted for handling in regular freight train service and inspection during transportation disclosed defects for which the carrier is not responsible and which prevents further movement in such service, the shipment will not be transported beyond such inspection point.
7. If inspection at time of tender of shipment discloses that the condition of the commodity will not permit handling in regular freight train service, the shipment will be refused.
8. Customer shall assume the cost of running repairs on commodity necessary to insure the safe movement of commodity over rail lines.
9. Rates named in this tariff are reduced rates and do not include any carrier liability for loss or damage in transit.
10. Under no circumstances will railroad be liable for damage to contents of a railway car. Shipper is responsible for securing all contents for movement and cars must be locked and unoccupied.
11. Railroad will not be liable for damage to commodity due to specific equipment failure of railway car being transported.
12. Railroad agrees to be responsible for damage caused by track system failure which may cause damage to the railway car being transported.
13. Railroad will not be liable for any damages in transit in excess of \$10,000. Shippers, at their own expense, are free to obtain insurance protection against the risk of loss or damage to the equipment or its contents while in transit.
14. In no event will carrier be responsible for consequential damages, punitive damages, attorney fees, interest, or damages claimed by any other person or entity not a party to this transportation agreement.

Item 2 -- EMPTY RAILROAD FREIGHT CARS -- PRIVATE OR RAILROAD OWNED

- STCC 37422XX Empty Railroad Freight Cars Moving on Own Wheels
- PRICES ARE SUBJECT TO THE UNION PACIFIC RAILROAD CARLOAD FUEL SURCHARGE PROGRAM.
- GENERAL RATE APPLICATION RULE: Price is not subject to Rule 13 of UFC.
- APPLICATION AND RATES:

Rate is in US dollars Per Car: **\$100.00 per car**