



ATLANTIC RAILWAYS

FREIGHT TARIFF ATL 8100

NAMING
ADDITIONAL RULES AND CHARGES, FOR
UNIT TRAINS

APPLYING
FROM, TO AND AT STATIONS ON THE
ATLANTIC RAILWAYS SYSTEM

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: MARCH 16th 2021

EFFECTIVE: April 1st 2021

ISSUED BY

J. E. Elkin
Railroad President Atlantic Railways CO LLC

P. O. Box 3249 West Columbia, SC 29171

FT ATL 8100

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 60</p> <p align="center">PAYMENT OF CHARGES</p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the ATL to require at time of movement, shipment or delivery the prepayment or guarantee of charges, unless Customer has entered into an agreement for credit with the ATL. Customer will pay ATL immediately upon presentation of a bill therefor by ATL. If charges have not been prepaid, or customer has not entered into an agreement for credit with ATL shall not make delivery of the shipment without payment or guarantee by shipper or consignee of all charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p>FINANCE CHARGES: The ATL will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by ATL.</p> <p>If ATL, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and ATL is successful in collecting such charges, Customers shall reimburse ATL for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>	<p>ITEM 75</p> <p align="center">SECURITY DEPOSIT</p> <p>For customers who have established credit with the ATL, a deposit to secure payment of any freight, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad'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 \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>ATL will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to ATL. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of ATL's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks not explained herein, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 100</p> <p style="text-align: center;">UNIT TRAINS</p> <p>Unit trains are defined as 75 cars or more to a single customer as a dedicated train when required by the customer or interchanging carrier to be sent as a complete set.</p> <p>If ATL is not required to send 75 or more cars as a single set the cars will be billed as specified in the appropriate tariff or agreement and not as a unit train.</p>	<p>ITEM 130</p> <p style="text-align: center;">FOREIGN UNIT TRAIN OPERATING ON ATL TERRITORY</p> <p>Any Railroad Carrier operating or delivering a unit train to be operated on ATL Territory will be assessed charges specified in ITEM 110 as well as any station to station charges as specified in FT ATL 8000.</p>
<p>ITEM 110</p> <p style="text-align: center;">UNIT TRAIN CHARGES</p> <p>Unit trains shall be charged \$550 per car at interchange when foreign road or interchanging locomotives are provided.</p> <p>If foreign road locomotives are not provided the charge will be \$550 per car at interchange plus special freight train service charges as defined in FT ATL-8000 Item 160</p>	<p>ITEM 140</p> <p style="text-align: center;">PRIOR APPROVAL REQUIRED</p> <p>ATL Reserves the right to refuse any unit train on ATL Territory if the equipment does not meet safety and regulatory requirements or the equipment is not compatible with ATL territory timetable instructions.</p> <p>Any unit train being delivered or requested without prior approval will be assessed an additional \$550 per car at interchange.</p>
<p>ITEM 120</p> <p style="text-align: center;">APPLICATION OF CHARGES</p> <p>ATL will make every attempt to interchange cars consistent with customer demands as well as the limitations of the interchange.</p> <p>In the event 75 or more cars must be delivered at interchange as a single trainset and considered a unit train. ATL will charge the rates specified in ITEM 110. The party requiring interchanged cars to be delivered as a unit train will be responsible for the charges in this document, absent a separate agreement.</p>	<p>ITEM 150</p> <p style="text-align: center;">UNIT TRAIN DELAY</p> <p>Unit trains shall be interchanged as soon as possible. Generally within 24 Hours.</p> <p>Any party that causes a Unit train to be delayed without approval from ATL will be assessed a charge of \$9000.00 Per Day for each day the unit train is delayed beyond 24 hours of either free time expiring or being delivered to interchange.</p>
	<p>ITEM 160</p> <p style="text-align: center;">INCIDENTAL CHARGES</p> <p>Customer will be responsible for any and all incidental charges incurred by ATL from any other railroad as a result of the movement of customers unit train.</p>

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