

CANADA

COUR SUPÉRIEURE  
(Chambre commerciale)

PROVINCE DE QUÉBEC  
DISTRICT DE ST-FRANÇOIS

No: 450-11-000167-134

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DANS L'AFFAIRE DE LA PROPOSITION  
OU PLAN D'ARRANGEMENT DE :

MONTREAL, MAINE & ATLANTIQUE  
CANADA CIE.,

Débitrice

et

RICHTER GROUPE CONSEIL INC.,

Syndic

et

COMPAGNIE DE CHEMIN DE FER  
CANADIEN PACIFIQUE,

Requérante

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**AVIS DE COMMUNICATION DE PIÈCES ADDITIONNELLES  
DE LA REQUÉRANTE  
(Art. 331.2 C.p.c.)**

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À : La Liste de distribution

**PRENEZ AVIS** que lors de l'audience de la Requête *de bene esse* du CP pour ordonner la communication de documents, la Requérante entend invoquer au soutien de sa Requête les pièces additionnelles suivantes :

**PIÈCE R-8 :** Communiqué de presse de World Fuel Services du 8 juin 2015;

**PIÈCE R-9 :** Connaissance pour le train 282 et les tarifs 1, 6 et 8 de CP;

**PIÈCE R-10 :** *United States Trustee's Objection to Motion for Entry of an Order Authorizing Filing of Settlement Agreements Under Seal* déposé dans le dossier numéro 13-10670 de la United States Bankruptcy Court, District of Maine.

dont copie des pièces R-8 à R-10 est jointe au présent avis.

**VEUILLEZ AGIR EN CONSÉQUENCE.**

Montréal, ce 12 juin 2015

*Fasken Martineau DuMoulin*

**Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.**

Procureurs de la Requérante

**R-8**

## World Fuel Services Corporation Announces Lac-Mégantic Settlement

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June 08, 2015

MIAMI--(BUSINESS WIRE)--Jun. 8, 2015-- World Fuel Services Corporation (NYSE: INT) today announced that it has entered into a settlement agreement with the Trustee for the U.S. bankruptcy estate of Montreal, Maine & Atlantic Railway Ltd. (the "Trustee"), Montreal, Maine and Atlantic Canada Co. ("MMAC"), and the monitor in MMAC's Canadian bankruptcy to resolve claims arising out of the July 2013 train derailment in Lac-Mégantic, Quebec.

Under the terms of the settlement agreement, which is subject to approval by the creditors and courts involved in the U.S. and Canadian bankruptcies, the company will contribute US\$110 million to a compensation fund established to compensate parties who suffered losses as a result of the derailment. The company expects that the full settlement amount will be covered by insurance. As part of the settlement, the company will also assign to the Trustee and MMAC certain claims it has against third parties arising out of the derailment.

In consideration of the settlement amount and the assignment of claims, the company and its affiliates, as well as the company's former joint ventures, DPTS Marketing, LLC and Dakota Petroleum Transport Solutions, LLC and each of their affiliates (the "WFS Parties"), will receive the benefit of the global releases and injunctions barring claims against the WFS Parties set forth in the respective bankruptcy plans filed by the Trustee in the U.S. and by MMAC in Canada. The Province of Quebec and other key creditors in the bankruptcies have consented to the settlement.

"We believe that participating in the settlement and contributing to the compensation fund is in the best interests of our shareholders and will also aid in providing closure to those affected by this tragic accident," said Michael J. Kasbar, chairman and chief executive officer. "The entire community of Lac-Mégantic remains in our thoughts and prayers as they continue to recover from this tragedy."

*Additional information regarding the settlement can be found in the company's current report on Form 8-K filed with the Securities and Exchange Commission at: [www.sec.gov](http://www.sec.gov).*

### Information Relating to Forward-Looking Statements

This release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, without limitation, statements regarding the settlement agreement and nature of the settlement, and our expected insurance recovery. These forward-looking statements are qualified in their entirety by cautionary statements and risk factor disclosures contained in the company's Securities and Exchange Commission ("SEC") filings, including the company's Annual Report on Form 10-K filed with the SEC on February 12, 2015. Actual results may differ materially from any forward-looking statements due to risks and uncertainties, including, but not limited to: whether the bankruptcy plans, including our settlement agreement, are approved by the creditors and receive final approval from the courts involved in the U.S. and Canadian bankruptcies, our ability to recover from our insurance carriers, any unforeseen litigation and other costs related to the incident that may arise in the future, as well as the other risks detailed from time

to time in the company's SEC filings. New risks emerge from time to time and it is not possible for management to predict all such risk factors or to assess the impact of such risks on our business. Accordingly, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, changes in expectations, future events, or otherwise.

#### About World Fuel Services Corporation

Headquartered in Miami, Florida, World Fuel Services is a global fuel logistics, transaction management and payment processing company, principally engaged in the distribution of fuel and related products and services in the aviation, marine and land transportation industries. World Fuel Services sells fuel and delivers services to its clients at more than 8,000 locations in more than 200 countries and territories worldwide.

The company's global team of market makers provides deep domain expertise in all aspects of aviation, marine and land fuel management. Aviation customers include commercial airlines, cargo carriers, private aircraft and fixed base operators (FBOs), as well as the United States and foreign governments. World Fuel Services' marine customers include international container and tanker fleets, cruise lines and time-charter operators, as well as the United States and foreign governments. Land customers include petroleum distributors, retail petroleum operators, and industrial, commercial, residential and government accounts. The company also offers transaction management services which consist of card payment solutions and merchant processing services to customers in the aviation, marine and land transportation industries. For more information, call 305-428-8000 or visit [www.wfscorp.com](http://www.wfscorp.com).

View source version on  
businesswire.com: <http://www.businesswire.com/news/home/20150608006522/en/>

Source: World Fuel Services Corporation

World Fuel Services Corporation  
Ira M. Birns, 305-428-8000  
Executive Vice President & Chief Financial Officer

**R-9**

EXHIBIT

R-9

EXHIBIT

tabbles

CP-7



CANADIAN  
PACIFIC  
RAILWAY

This is a Update to an existing document submitted to Canadian Pacific Railway on June 29, 2013 for equipment CTCX735572 and document business version id 6174782894.

Document Business Version ID: 6176460353

1st Equipment ID: CTCX735572 Release Date/Time: June 30, 2013 13:10:44 ET  
BOL Number: Date/Time:  
Order ID: 6176460353 Current Status is: COMPLETED

Shipment Information

Prepared By: Information Contact: ELI JASSO  
Telephone: 4022782659  
Electronic Mail: ejasso@sstenergylogistics.com  
Load/Empty: Load  
Bill of Lading Number: Bill of Lading Date/Time:  
Origin: NEW TOWN, ND, US Destination: SAINT JOHN, NB, CA  
Origin Switch Carrier: Origin Switch Junction:  
Route: CPRS STJNS MMA  
Delivery Switch Junction & Carrier:  
Routing Code: Origin Carrier, Shipper's Routing (Rail)  
Method of Payment: Prepaid Weigh Information: Tariff Authorized Weight  
Invoicing Options: Per Shipment  
GST Exempt: Section 7: Not in Effect

Shipment Reference Numbers

Unit Train: 606-282

Party Information

Shipper: WESTERN PETROLEUM CO  
DUNS # ( 046709895 )  
9531 W 78TH ST STE 102  
EDEN PRAIRIE, MN, US 55344  
Consignee: IRVING OIL LTD  
DUNS # ( 2074240299904 )  
10 SYDNEY ST  
SAINT JOHN, NB, CA E2L4K1

Additional Party Information

Party to Receive Freight Bill: WORLD FUEL SERVICES CORP  
DUNS # ( 131504342 )  
9800 NW 41ST ST STE 400  
MIAMI, FL, US 331782980

Ship From: STROBEL STAROSTKA TRANSFER LLC  
DUNS # ( A00087467 )  
3895 88TH AVE NW  
NEW TOWN, ND, US 58763

Canadian Customs Broker: LIVINGSTON CUSTOMS BROKERAGE  
DUNS # ( 244258724 )  
1479 BUFFALO PL STE 201  
WINNIPEG, MB, CA R3T1L8

**Product Information (Associated To 79 Pieces Of Equipment)**

Commodity Code: 4910165  
 Lading Description: PETROLEUM CRUDE OIL  
 Lading Quantity: 1 Tank Car

**Equipment Information**

Weight Qualifier: ESTIMATED NET WEIGHT  
 Weight Type: POUNDS  
 Total Incentive:

Equipment ID: CTCX735572 Weight: 188000	Kind: Railcar Dunnage:	Length: Actual Tare:	Ordered: Allowance:
Equipment ID: NATX310471 Weight: 188000	Kind: Railcar Dunnage:	Length: Actual Tare:	Ordered: Allowance:
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Equipment ID: WFIX130664 Weight: 188000	Kind: Railcar Dunnage:	Length: Actual Tare:	Ordered: Allowance:
Equipment ID: WFIX130630 Weight: 188000	Kind: Railcar Dunnage:	Length: Actual Tare:	Ordered: Allowance:
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Weight: 188000	Dunnage:	Actual Tare:	Allowance:
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**Customs Information**

Country of Origin: UNITED STATES  
 Country of Final Destination: CANADA  
 Currency: US Dollars Unit Price: 62345.00 Total Value: 4987600.00

**Hazardous Information**

Authority: International Shipping Name  
 Quantity: 1 Tank Car Weight:  
 UN/NA Code: UN1267  
 Proper Shipping Name: PETROLEUM CRUDE OIL  
 Technical Name:  
 Class: 3  
 Packing Group: PG III  
 Reportable Quantity:  
 Declarations:  
 Emergency 24-Hour Number: chemtrec 800-424-9300 USA

Hazmat STCC: 4910165  
Industry Code:

I, ELI JASSO acting for WESTERN PETROLEUM CO, agree to the Canadian Pacific Railway Terms And Conditions for shipment of freight and any supplemental charges.

I, ELI JASSO acting for WESTERN PETROLEUM CO, hereby declare that the contents of this consignment are fully and accurately described by proper shipping name(s) and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national government regulations.

Signature

---

SIGNATURE / ON BEHALF OF: \_\_\_\_\_

DATE: \_\_\_\_\_



EXHIBIT

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CP-9

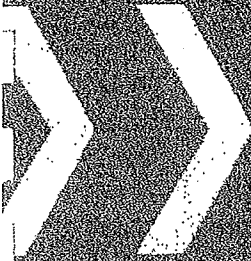
connecting you to  
your customers

CP's Guide to Products  
and Services

Tariff 1

**CANADIAN PACIFIC**

[www.cpr.ca](http://www.cpr.ca)



Revision 2013  
Issued November 30, 2012  
by Manager, Tariff Publishing  
Canadian Pacific  
401-5th Ave SW  
Calgary, AB T2P 4Z4

Effective January 1, 2013  
Expires December 31, 2013

This document is updated  
regularly. For the most recent  
version and to subscribe  
to notifications of updates to  
this and other tariffs, please  
visit [www.cpr.ca](http://www.cpr.ca)

Changes can be identified  
by these icons



**Wording change**



**Price decrease**



**Price increase**

## Tariff 1 - CP's Guide to Products and Services

No matter what you're shipping,  
we go out of our way to ensure your  
load gets where it needs to be, when  
it needs to be there.



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Common invoicing and payment supplemental services

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Commonly used contacts at CP

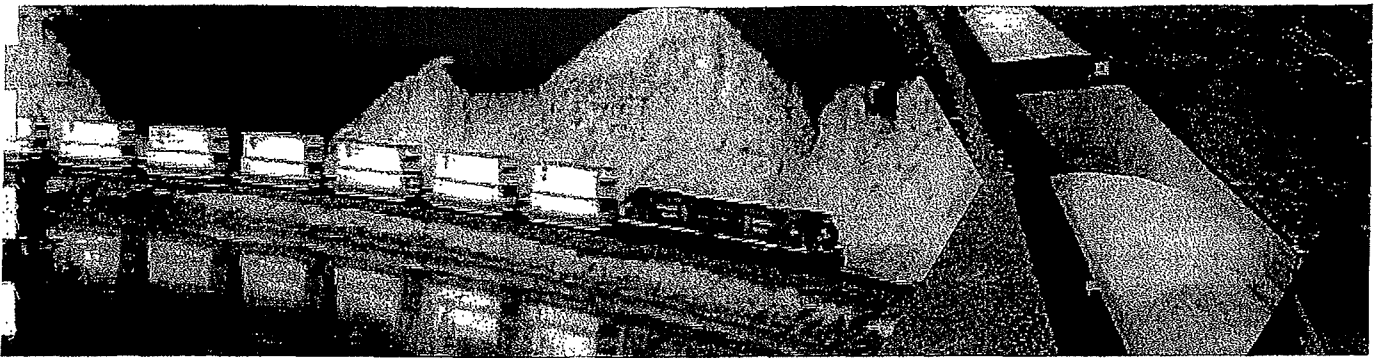
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### Other important tariffs

Railcar supplemental services	Tariff 2
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Frequently asked questions please visit [www.cpr.ca](http://www.cpr.ca)



## What CP can do for you *Item 10*

### About Canadian Pacific

Canadian Pacific (CP) is a modern transportation service company, a transcontinental class 1 railway providing logistics and supply chain expertise. With the genetic advantages of rail over every other mode of land-based transportation, and our seamless links across North America we deliver superior value to you, our customer. We are a company in motion, selectively investing in expansion to extend our reach and grow with our customers. (TSX/NYSE: CP)  
Our vision is to be the safest, most fluid railway in North America.

### CP's transportation services

CP owns and operates a transcontinental railway in Canada and the United States with direct links to eight major ports, including Vancouver and Montreal, extending our reach and allowing you to access markets in every corner of the globe. Within North America our market reach extends beyond our rails through our partnerships with other railways and our network of Intermodal, Transload, and Automotive terminals. We combine the cost efficiency and environmental sensitivity of rail, with the flexibility of our extended reach to deliver the transportation service you need to grow your business.

#### Intermodal

*Time sensitive, reliable, truck-like offering with service to your door. Combining the flexibility and reliability of a truck and the cost savings of rail over long distances.*

#### Transload

No matter what you're moving, our network of transload facilities will cost-effectively connect you to your customer, even if they're not directly served by rail.

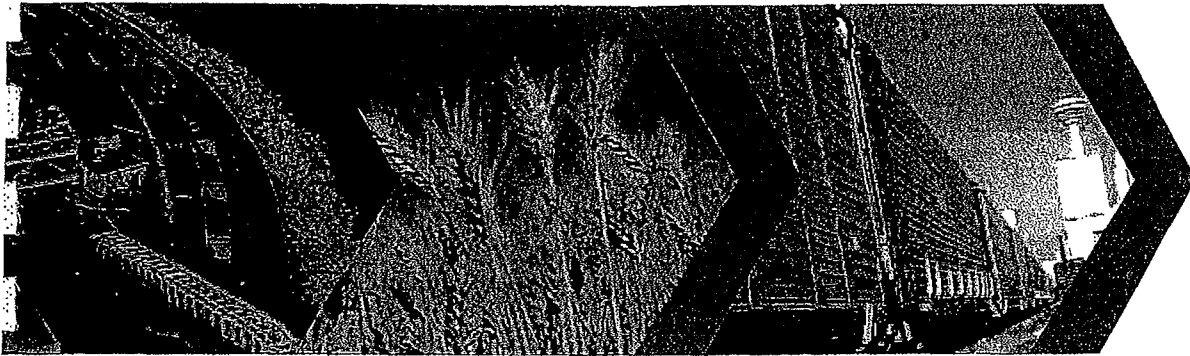
#### Rail

*Time tested and true, there's no more cost effective way to ship large quantities over land than by rail.*

Rail-based transportation is your safest, most cost effective, and most environmentally sensitive option over long distances.

### Looking for more?

Canadian Pacific Logistics Solutions is a provider of integrated, multi-modal transportation solutions, our customized logistics services that go far beyond rail, right into the heart of your business. Whether you're looking to reach North American or other global markets, improve service and efficiencies or simply cut costs, we can help. With our cross-industry knowledge and broad operational experience we can help you to unlock the hidden value in your supply chain. Contact us at: 1-866-204-7835.



## What we move *Item 20*

### Grain

With delivery to major North American ports and processors in Canada and the US mid-west, we provide our customers with a wide range of products and services to allow for the efficient movement of grain to market.

### Food and consumer

As a leading provider of transportation services for retail and consumer products including food, household and other retail goods, CP's reach extends beyond our rail into markets across North America both big and small.

### Coal

With efficient and safe train service to ports, as well as major facilities and terminals in North America, CP is a key partner in your coal supply chain.

### Fertilizers

We service major potash and nitrogen facilities in Canada, providing direct export service to Vancouver and access to a variety of key North American markets.

### Industrial products

Moving both input materials and finished goods, we provide safe transportation service to major industrial and consumer markets across North America. Industrial Products traffic includes an array of commodities grouped as:

- Chemicals and plastics
- Aggregates
- Mines and metals
- Steel
- Energy

### Forest products

Servicing customers in all of the major production areas in Canada, including British Columbia, northern Alberta, northern Saskatchewan, Ontario and Quebec. Forest Products traffic includes an array of commodities grouped as:

- Lumber & Panel
- Paper & Newsprint
- Pulp & Paperboard

### Automotive

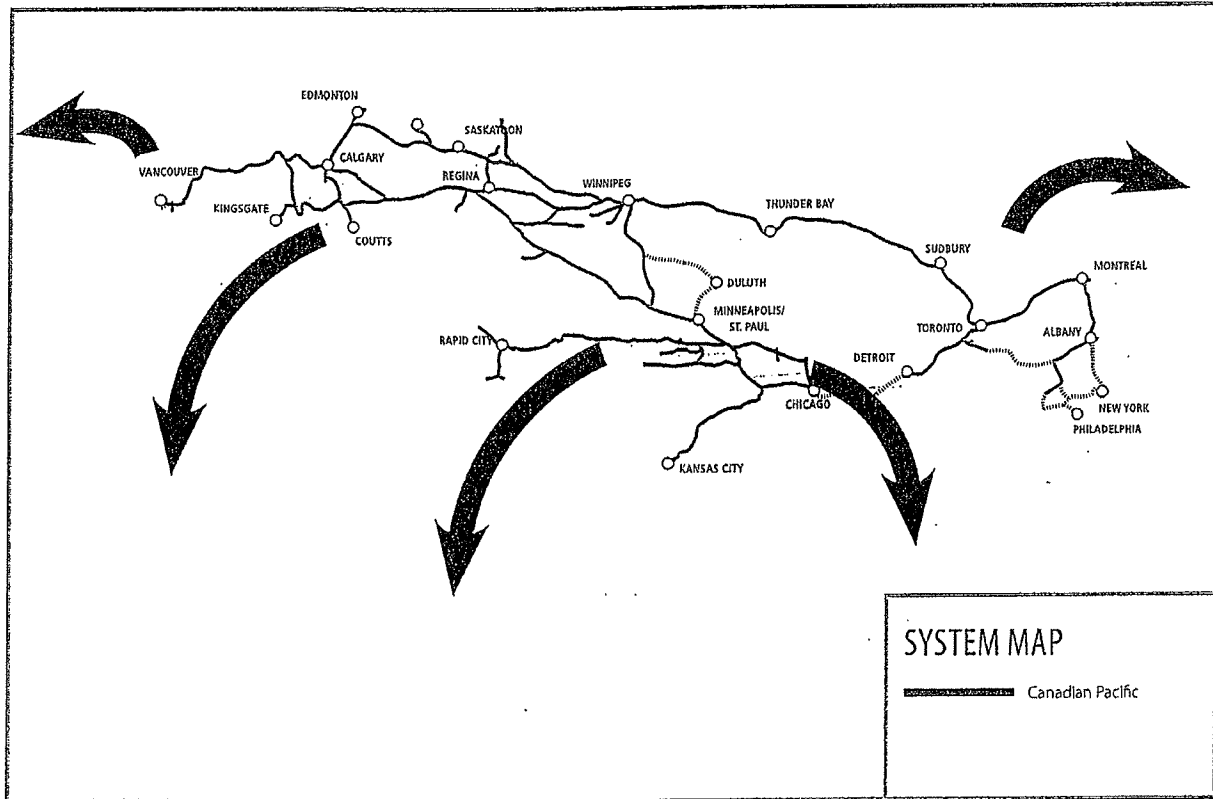
Our long-term partnership with the Automotive industry provides customers with efficient transportation of new and pre-owned vehicles, parts and trucks, moving millions of new cars and light trucks annually. With our secure vehicle distribution facilities, we make sure your new and used vehicles arrive safely.

### Sulphur

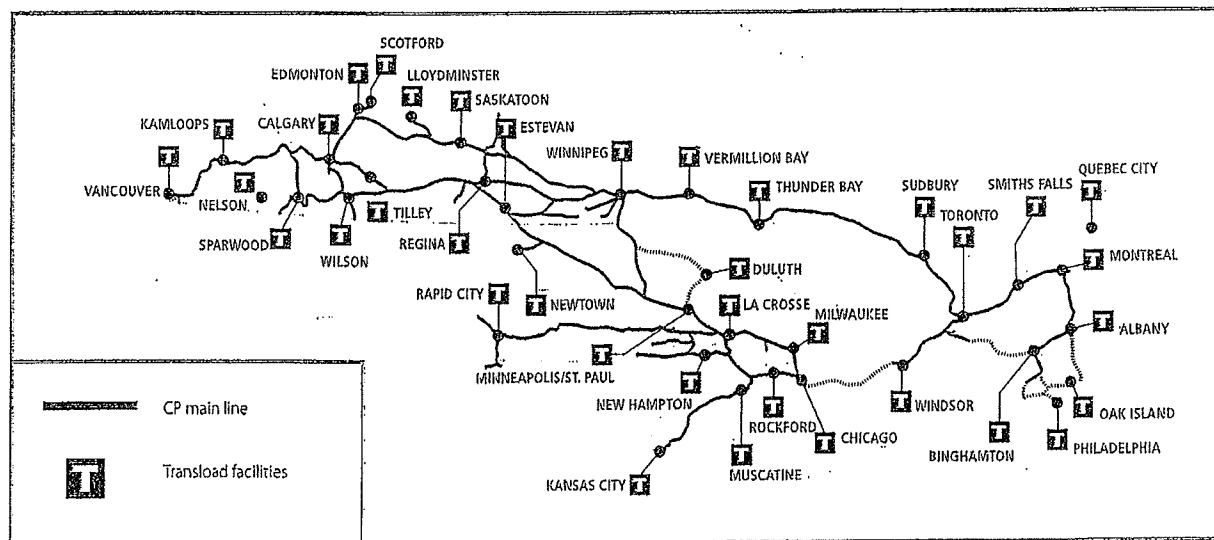
As a leading supplier of transportation from Alberta, CP is an integral part of the efficient access to the International market through the Port of Vancouver and liquid markets throughout North America.

## Where we go *Item 30*

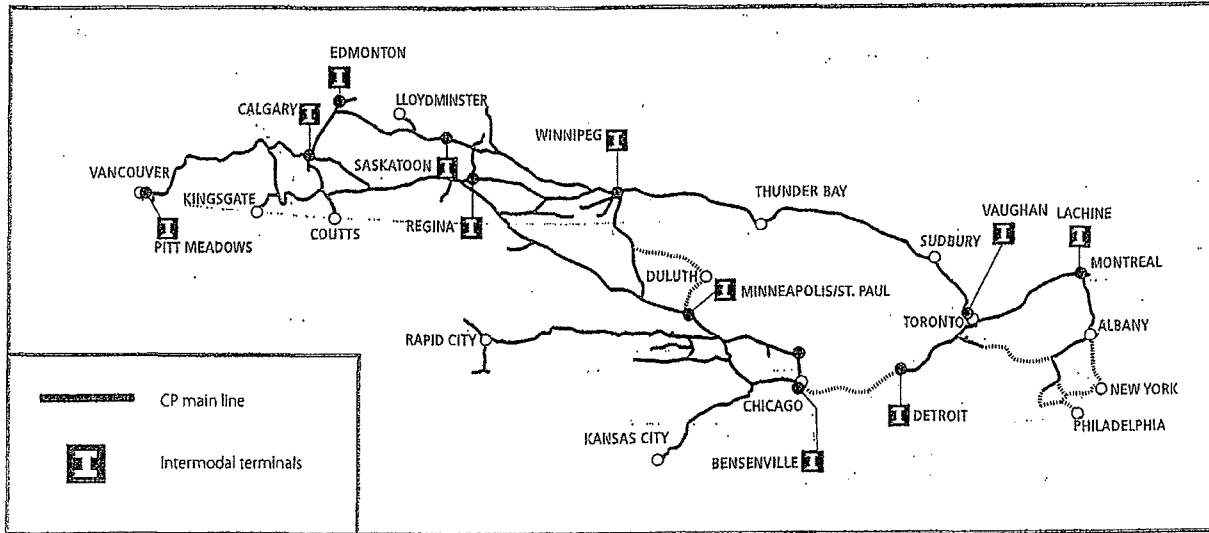
At Canadian Pacific, our network and innovative transportation solutions drive efficiencies that connect our customers to the world.



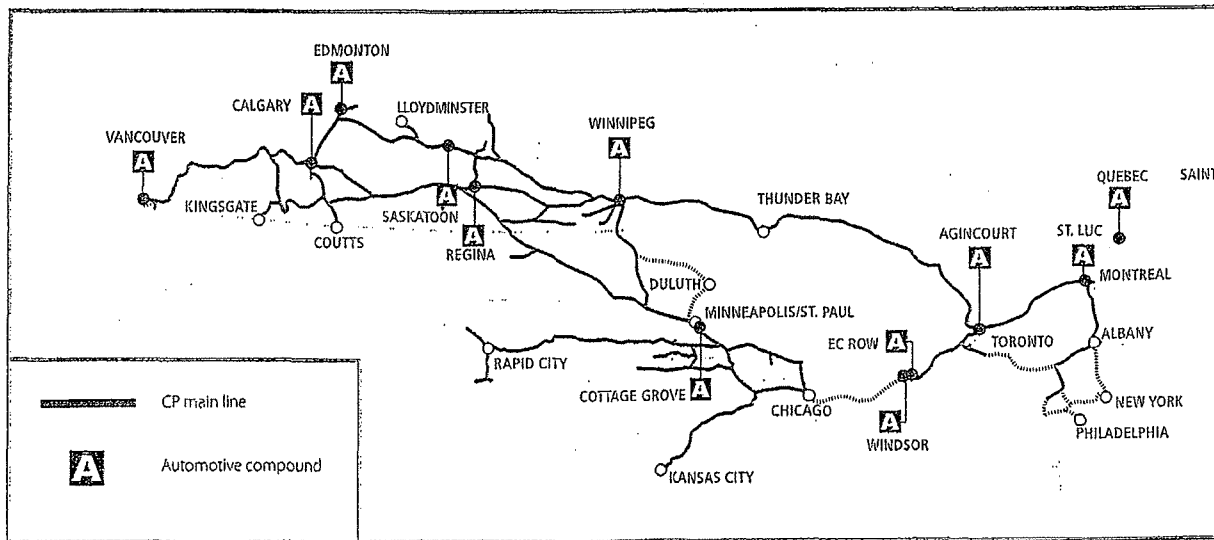
## Transload facilities *Item 31*



## Intermodal terminals *Item 31*



## Automotive compounds *Item 32*



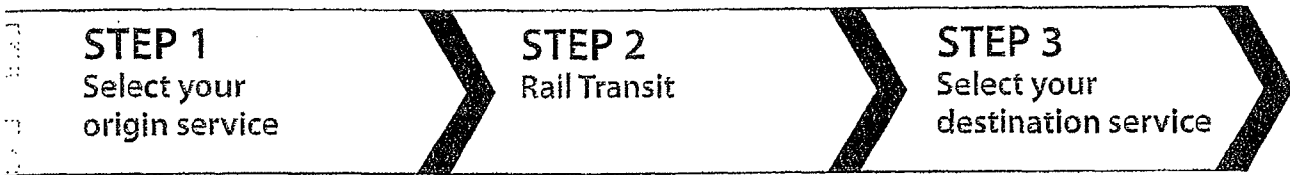


**When your logistics needs are complex  
our team can help you find a solution.**

## How you can ship *Item 35*

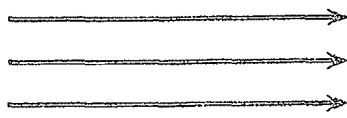
### **CP's detailed transportation service menu**

Your logistics needs are complex and you need a service provider that can meet them. The direct services below are designed to let you choose the level of service you need and help you select the most cost efficient solution.



**Door direct service**

CP's extended reach means we can provide door direct service to facilities with road access only. This truck-like service combined with the cost efficiencies of rail is a powerful cost-saving solution.

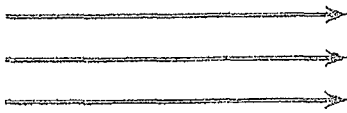


- Rail direct service
- Terminal direct service
- Door direct service

Intermodal - Transload

**Terminal direct service**

CP's extensive network of terminals provide the road to rail transfer services you need, saving money by using rail transportation when you will be taking care of the final truck pick-up and delivery.

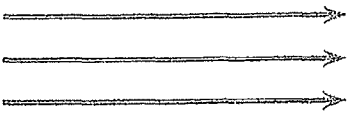


- Rail direct service
- Terminal direct service
- Door direct service

Intermodal - Transload - Automotive

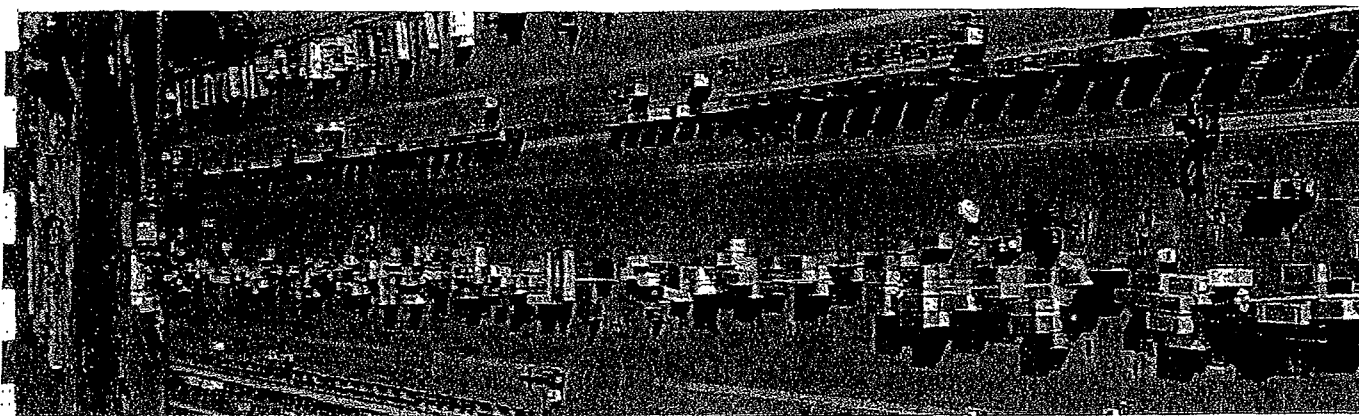
**Rail direct service**

CP's network of rails, in concert with our partners, stretches across North America. When you have rail to your doorstep, this service will be your most cost effective option.



- Rail direct service
- Terminal direct service
- Door direct service

Railcars - 3rd Party Terminals



## Door direct service Item 40

Selection of your service type is made when you're getting set-up to ship, and your account manager can assist you in selecting the most appropriate service to meet your needs. Should you wish to set-up new or additional service please contact your account manager.

*For details on how to order and tender or receive shipments under Door Direct Service, please see page 11.*

✓ = Included ✗ = Not available ● = Optional service for additional fee	Intermodal	Transload
Live delivery & pick-up of the shipment/equipment	✓	✓
Use of standard container and chassis for live (un)load	✓	✗
Use of standard flatbed or trailer type for your commodity	✗	✓
Direct shipment transfer from truck/chassis to railcar	✓	✓

**Intermodal** service is available for CP Intermodal containers and as otherwise arranged while getting set-up to ship, subject to your responsibilities for safety as outlined on page 28.

**Transload** service is available for shipments arranged through CP's Transload Services team after getting set-up to ship, subject to your responsibilities for safety as outlined on page 28.

**Live delivery & pick-up of the shipment/equipment** refers to delivery to your facility, the driver waiting for up to one hour while (un)loading is completed. Unless your quote specifies otherwise, Intermodal shipments include one delivery per container, and Transload shipments include three deliveries per railcar with one pick-up or delivery each.

**Use of standard container and chassis for live (un)load** refers to use of a standard container and tandem or tridem chassis provided by CP.

**Use of applicable trailer type for your commodity** refers to the appropriate trailer type for your commodity, as per your quote.

**Direct shipment transfer** between trailer/chassis and railcar means transferring the Intermodal container or transload shipment directly between the trailer or chassis and the railcar. Containers and transload shipments will be safely secured to the railcar for origin service, and to the trailer or chassis for destination service.





## Door direct service

**When we're coming to your door, our service is a powerful combination with the flexibility of truck and the cost efficiencies of rail over long distances.**

### **Placing your order** *Item 41*

After being set-up to ship by your CP account manager, you will need to place an order for the empty equipment.

We know you understand the value of planning ahead and the need for consistent and reliable transportation service. That's why we ask all our customers to order empty equipment in advance and coordinate timing of your shipment so that the receiver will be able to take it in as soon as it arrives. The earlier you place your order, the more effectively we can fulfill your request and the more cost-effective our service is for you.

CP will provide empty equipment that is suitable for you to load, however during periods of high demand or network interruptions, we may not be able to supply all of the equipment you requested on the requested date.

*By ordering service from CP you are agreeing to and accepting the terms and conditions published in CP's tariffs in effect at the time you place your order.*

### **Need help?**

Should you require assistance placing your order or managing your shipment, our Customer Service Team can be reached at 1-888-333-8111.



### **Do you need a CP intermodal container?**

*Item 41*

Order online with intermodal tools.

CP has an extensive fleet of containers to meet your shipping needs. For more information please speak with your Account Manager.

By visiting our website [www.cpr.ca](http://www.cpr.ca) and placing your order online, also referred to as a "load tender" by the cut-off time the day before you would like to receive the empty container, we will do our best to fulfill your order. Please contact your account manager or customer service representative for cut-off time. The time you indicate on your order will be the appointment time unless we contact you to make alternate arrangements. Please remember that more than three pick-ups or deliveries per shipment may not be available.

If you are ordering a temperature controlled container, please be sure to indicate the desired temperature setting on your order so that the unit can be properly prepared.

If you are ordering a heated container to protect your shipment from freezing, please indicate your preference for a heated container on your order.

### **Do you need CP transload services?**

Order with your Account Manager.

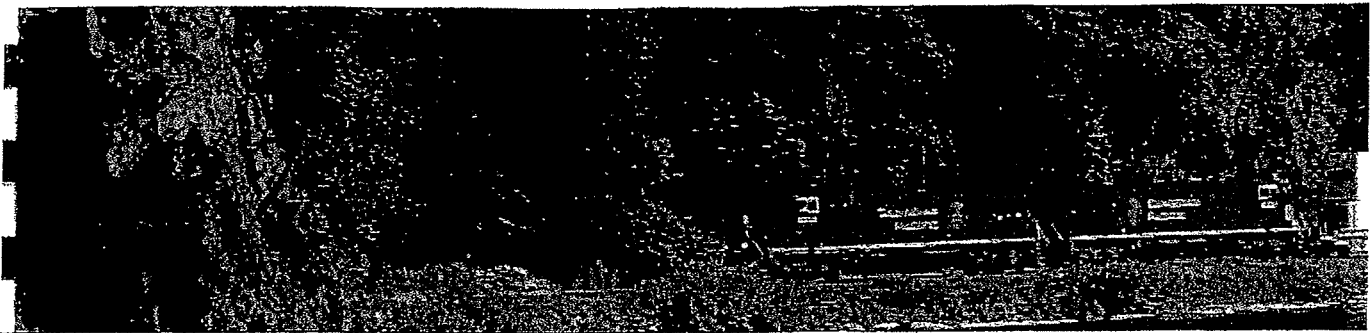
Ordering CP Transload Services is as easy as contacting your Account Manager who will help you set-up your move, review important details of your shipment, and key contacts.

#### **At origin**

When you're shipping using CP Transload Services, please place your order two weeks in advance of your desired shipping date. Please coordinate the local pick-up and shipping instructions with the transload facility to ensure they are in place. Details on sending shipping instructions are on page 29.

#### **At destination**

For CP Transload Services at destination, you will be contacted by the transload facility to schedule product delivery. Close communication between shipper, receiver, and transload facilities helps to make sure your order is processed efficiently and that additional fees while a shipment waits to be transferred and delivered are avoided.



### **Inbound equipment/shipment** *Item 43*

Your quote includes making the appointment once, use of a railway container or space in our terminal until the first time offered for delivery (earliest appointment offered) and one movement to and from your facility for "live"(un)loading. Specific services included in your quote are listed in the section of the Detailed Transportation Service Menu on page 9. You are responsible for making sure that the delivery area is safe and ready to receive the equipment.

Empty equipment will be delivered at the time arranged when you placed your order.

Loaded equipment will need you to make an appointment as soon as possible so that we can deliver it to you.

If you need to change your appointment before the equipment or shipment has been dispatched, please contact our Intermodal COG team, or the transload directly.

#### **Intermodal**

CP's online tools at [www.cpr.ca](http://www.cpr.ca) will indicate which shipments require appointments and help you make them quickly and easily. For assistance with our online tools, please call 1-888-333-8111.

#### **Transload**

The transload facility will contact you to arrange the appointment(s) for delivery of your shipment. For assistance, please contact the transload facility directly.

#### **Need help?**

Our Central Operations Group ("COG") for Intermodal appointment and dispatch services can be reached at 1-866-721-2771.

### **Load or unload it safely** *Item 44*

Once equipment has arrived, use for up to one hour is included for "live" loading or unloading. If you have chosen a drop and additional pick-up at a later time for an additional fee, free time to (un)load is outlined in Tariff 3. Please remember that shipments outside of local limits are on a live load or unload basis only.

#### **Loading**

Loading is a critical component of a safe and damage-free shipment so be sure your responsibilities as outlined on page 15 have been fulfilled. If you aren't sure how to do it right or you need help, please contact our Damage Prevention Team at 1-877-277-3732.

CP's fleet is routinely inspected to ensure equipment quality, however a pre-loading safety check is always best-practice. Checking to ensure the equipment is clean and in good order is critical to a safe trip. If the equipment provided is not clean and ready to load please contact our Intermodal COG team or the transload facility, so that we can arrange replacement equipment as soon as possible. You may choose to load equipment that is not clean, however your receiver will still need to return the equipment clean when releasing it empty.

Please remember that temperature controlled equipment is designed to maintain a temperature, so temperature sensitive shipments must be pre-warmed/chilled/frozen before they are loaded. It is your responsibility to ensure that the set-temperature is correct before releasing the shipment for movement. A heated container will keep your shipment from freezing.

#### **Unloading**

When unloading equipment, it is your responsibility to ensure that it is completely unloaded, clean, clear of all debris or placards, doors or hatches closed, and that any devices associated with equipment like straps, etc have been replaced, such that it is ready for the next customer to use.

### **Release equipment/shipments** *Item 45*

Once loading or unloading is complete, your authorized representative will need to sign for the release which will include various details such as the arrival and departure time as well as confirmation of receipt of the equipment/shipment. A "Proof of Delivery" for Intermodal containers will be available via our online tools.

If the equipment/shipment was dropped off to be picked-up later please notify our Central Operations Group for containers in Canada, or notify the terminal directly for containers in the US or Transload shipments. When notifying, simply advise that the equipment or shipment is ready to go, including the load number, and any restrictions for picking it up.

It is your responsibility to make sure it has been cleared of snow or debris and ready for highway travel before the driver arrives to pick it up.

### **Shipment on the way** *Item 46*

CP will move your shipment to the destination including the services outlined in your quote, which will include those listed in the Detailed Transportation Service Menu on page 9, and the "Shipment On The Way: Rail Transit" on page 31.

### **Common door direct supplemental services** *Item 46*

The following are examples of supplemental services you may choose to request, and penalties you are encouraged to avoid. For more details, including fees, please see Tariff 3 for Containers, Tariff 4 for Transload, or speak with your Account manager.

- Extended use of CP's terminal space or equipment, such as a shipment that is waiting beyond the first appointment offered
- Cancelling an order for service after it has been dispatched or made available for loading
- Changes or corrections to the original shipping instructions or order
- Manual requests for documentation that has already been provided or that can be accessed via our website
- Manual submission of orders or shipping instructions
- Materials for blocking & bracing
- A shipment or equipment that was unsafe or not properly loaded, plus additional fees for taking care of the issue
- Assistance or additional labour to load or unload
- Additional time to load or unload beyond that included in your quote
- Additional time while the driver is waiting for you
- Additional pick-ups or drop-offs
- A pick-up or drop-off that was planned and could not be completed for reasons outside CP's control will require an additional pick-up or drop-off
- Any tickets, tolls, towing or other similar fees that are generally attributable to your actions or inactions
- Returning equipment not fit for the next customer to load, or returning it to the wrong terminal
- Unauthorized use of CP's assets
- A shipment that CP cannot continue moving
- Specialized reporting beyond the tools available online or provided automatically

## Terminal direct service Item 60

Selection of your service type is made when you're setting up to ship, and your account manager can assist you in selecting the most appropriate service to meet your needs. Should you wish to set-up new or additional service please contact your account manager.

*For details on how to order and tender or receive shipments under Terminal Direct Service, please see page 20.*

✓ = Included ✗ = Not Available ● = Optional Service For Additional Fee	Intermodal	Transload	Automotive
One in-gate or out-gate at the terminal, per trailer/chassis	✓	✓	✓
Direct shipment transfer between trailer/chassis and railcar	✓	✓	✗
Load & secure vehicles, or unload vehicles	✗	✗	✓

**Intermodal** service is available for Intermodal containers meeting AAR or ISO standards containers, subject to your responsibilities for safety as outlined on page 28.

**Transload** service is available for shipments arranged through CP's Transload Services team after setting up to ship, subject to your responsibilities for safety as outlined on page 28.

**Automotive** service is available to manufacturing and forwarding companies who have made prior arrangements with CP, to move motor vehicles, trucks, and select machinery on wheels.

**One in-gate or out-gate at the terminal, per trailer/chassis** refers to entering the CP terminal, picking-up or dropping-off, and leaving the terminal. One gate access is standard, your quote may specify additional gate access when multiple trailer loads or vehicles are transferred to a single railcar.

**Direct shipment transfer between trailer/chassis and railcar** means transferring the Intermodal container or transload shipment directly between the trailer or chassis and the railcar. Containers and transload shipments will be safely secured to the railcar at origin.

**Load & secure to, or unload from the railcar** means movement of vehicles on to the railcar and securing within the railcar, or movement of vehicles off of the railcar for pick-up.



## Terminal direct service

**Let our terminals or “ramps” do the heavy lifting to get your shipment on the rails.**

**Key information for terminal direct service for intermodal, transload or automotive shipments.**

### **Placing your order** *Item 61*

We know you understand the value of planning ahead and the need for consistent and reliable transportation service. That's why we ask all our customers to make sure CP has prior notice in the form of shipping instructions for all inbound shipments and a booking for any planned pick-ups of your equipment that is currently in one of our facilities. Please coordinate the timing of your shipment so that the receiver will be able to take it in as soon as it arrives.

The earlier you provide your prior notice and the more timely your arrival, the more effectively we can fulfill your request and the more cost-effective our service is for you.

When tendering shipments, CP will make sure your order is fulfilled and on its way as soon as possible, however during periods of high demand or network interruptions, we may not be able to do so on the same day your shipment is tendered.

*By ordering service from CP you are agreeing to and accepting the terms and conditions published in CP's tariffs in effect at the time you place your order.*

CP has an extensive network of Intermodal, Transload, and Automotive terminals. Just visit our website [www.cpr.ca](http://www.cpr.ca) to find the facility closest to you and your customer.

### Safe loading is critical *Item 62*

Please remember that loading a shipment is a critical component of a safe and damage-free shipment so be sure your responsibilities as outlined on page 15 have been fulfilled. If you aren't sure how to do it right or you need help, please contact our Damage Prevention Team at 1-877-277-3732.

### Send shipping instructions *Item 63*

Before tendering the shipment to CP, you are required to ensure shipping instructions are in place for CP to receive and process the shipment efficiently. Details on sending shipping instructions are on page 29.

### Entering the terminal *Item 64*

Visit our website [www.cpr.ca](http://www.cpr.ca) to find the terminal hours of operation. Please remember that personal safety equipment including boots, hard hat, safety glasses, and high-visibility vest are required for everyone in a CP facility.

### Exiting the terminal *Item 65*

It is your responsibility to ensure the equipment and/or shipment is safe for road travel before you leave the terminal. Safety and regulatory requirements vary by area and it is the driver's responsibility to ensure that the equipment and/or shipment meets those requirements.

### Shipment on the way *Item 66*

CP will move your shipment to the destination including the services outlined in your quote, which will include those listed on the detailed transportation service menu for "Terminal direct service" on page 11, and the "Shipment on the way: Rail transit" on page 31.

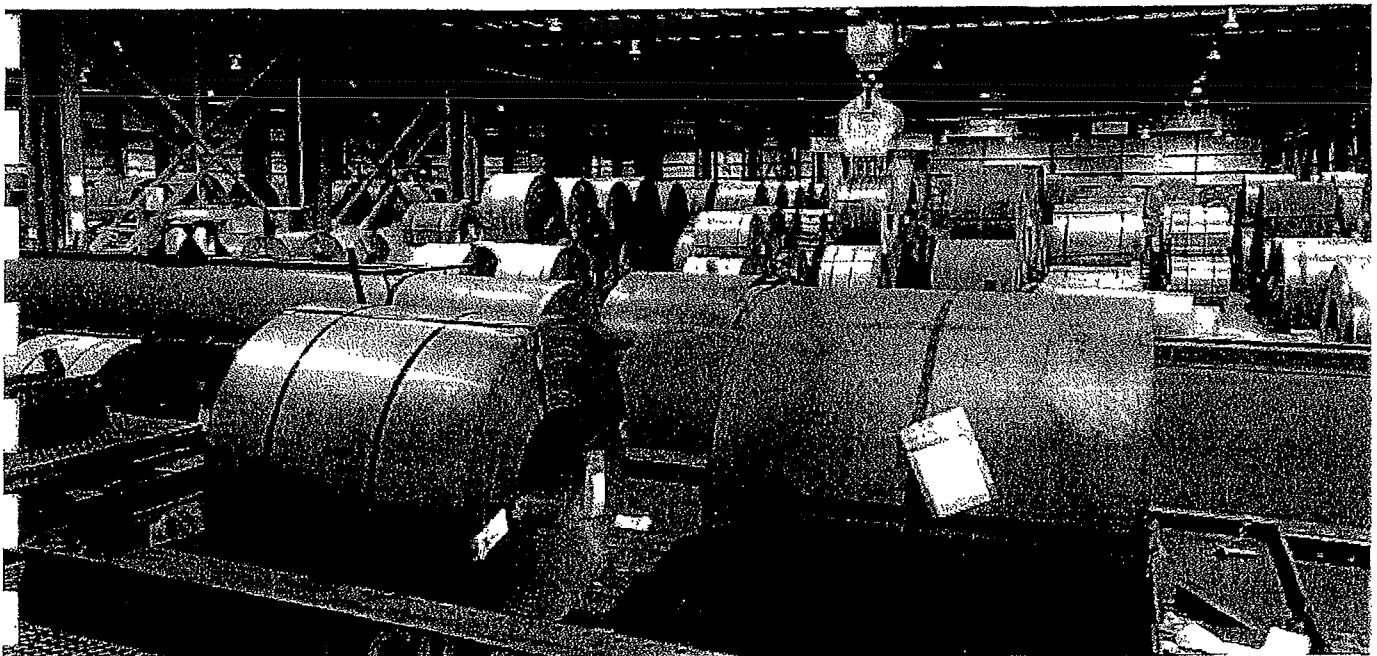
### Common terminal direct

#### Supplemental services *Item 67*

The following are examples of supplemental services you may choose to request, and penalties you are encouraged to avoid. For more details, including fees, please see *Tariff 3 for Containers*, *Tariff 4 for Transload*, *Tariff 9 for Automotive*, or speak with your Account manager. For Rez1 shipments, the Rez1 rules apply as outlined at [www.rez1.com](http://www.rez1.com).

- Extended use of CP's terminal space or equipment, such as a shipment that is waiting to be picked-up or was tendered and is not completely ready to begin moving
- Changes or corrections to the original shipping instructions or order
- Cancelling an order for service or not arriving before the cut-off after the order has been confirmed
- Manual requests for documentation that has already been provided or that can be accessed via our website
- Manual submission of orders or shipping instructions
- Materials for blocking & bracing
- Pick-up or delivery of the shipment may not be available for terminal direct service
- A shipment or equipment that was unsafe or not properly loaded, plus additional fees for taking care of the issue
- Unauthorized use of CP's assets
- A shipment that CP cannot continue moving
- Additional in-gates or out-gates
- Extra lifts or "flips" of containers
- Power and Inspections for marine PPS shipments while waiting to be loaded or picked up
- Specialized reporting beyond the tools available online or provided automatically

Please refer to pages 22, 23 and 25 for more specific shipping guidelines for intermodal, transload or automotive shipments.



# Intermodal Rules & Regulations

Please refer to pages 20 and 21 for more key information for intermodal shipments.

## Ordering intermodal service

### Using CP's intermodal terminals

Please ensure your shipping instructions are in place before your container arrives at the terminal.

CP will provide rail direct service to a 3rd party marine port or terminal when arranged via the ocean carrier. Any additional fees from a 3rd party marine port or terminal may be passed-through to the ocean carrier. Please see the Import and Export shipments sections on this page.

### EMP, marine, or other private containers

You may have your own containers, be working with Rez1 for the EMP fleet, or be working with an ocean carrier to use their fleet. Rez1 containers are subject to the Rez1 usage rules as published on Rez1's website [www.rez1.com](http://www.rez1.com) (1-617-928-5008).

To ensure safety, only containers meeting AAR or ISO standards are authorized. Containers with underliners must be suitable to handle CP's service design. Private equipment moves under billable party risk unless involved in a carrier caused accident.

If the empty container is already in one of CP's terminals, you will need to make sure a booking is made in our system before your driver arrives at the terminal so that your driver can pick it up. It is the driver's responsibility to inspect the container before leaving the terminal to ensure the container is free of damage.

### Import shipments via 3rd party terminals or ports

Please ensure you have provided your vessel forecast including TEUs to each destination in advance of the vessel arrival using the online tool at [cpr.ca](http://cpr.ca), or pre-arranged process. Please remember that daily scheduled train capacity is often less than containers discharged from a vessel, thus import volumes will be spread over multiple trains.

Full shipping instructions must be in place for every container before they are loaded to a railcar by the port.

### Export shipments via 3rd party terminals or ports

If the container is for a non-DEM scheduled port, it will be accepted with full shipping instructions. For those Ports being managed by CP's Dynamic Export Management (DEM) System, there will be scheduled cut-offs and acceptance dates to tender a shipment at a CP terminal for export via a specific vessel. Please ensure the ocean carrier has placed the order for service by sending your shipping instruction including the appropriate vessels name and voyage using the online tools at [www.cpr.ca](http://www.cpr.ca). Only containers with shipping instructions in CP's system showing for a vessel per DEM Schedule will be loaded to rail.

### Ordering marine perishable protective service

Ocean carriers may order CP's powered perishable protective service for temperature controlled marine containers. Ocean carriers must place their orders with our Perishable Service Coordinator following the reservation process detailed on our website [cpr.ca](http://cpr.ca).

## Entering intermodal terminals

### CP's intermodal terminals

Before a truck can enter a CP Intermodal terminal, the company must register with CP, and each driver must register at each terminal, at which time the driver will be issued a registration number and personal identification number.

Please contact 1-905-803-3222 for details.

US terminals will accept a current Uniform Intermodal Interchange Agreement (UIIA) Issued by the Intermodal Association of North America (IANA), please visit [www.uiia.org](http://www.uiia.org) or call 1-301-474-8700 for more details.

Each driver must supply their own chassis when picking-up or dropping-off a container, unless your quote provides for one. Interchanges are only authorized with other rail carriers.

### Tendering a container for movement

On arrival at the gate, the driver for a shipment with proper shipping instructions in place will be directed to a specific area of the terminal by the gate staff. Lift service directly between chassis and railcar is included.

Export shipments for movement to a 3rd party terminal or port may be tendered within the acceptance window for the intended vessel according to our Dynamic Export Management (DEM) schedule, which is available at [www.cpr.ca](http://www.cpr.ca).

Temperature controlled or heated shipments under their own power (where PPS service has not been ordered and confirmed), are at your own risk and must be equipped with sufficient means to reach their intended destination without assistance.

With a confirmed order, shipments under Marine Perishable Protective Service may be tendered when running within acceptable temperature ranges of the set-temperature. Power while on the train is included.

Please remember that when tendering a 20' long container, it must be tendered with another 20' container to fit in a standard railcar designed for a 40' or 53' container before it will be loaded.

### Picking-up a container

On arrival at the gate, with proper authorization, the driver will be directed to a specific area of the terminal by the gate staff. Any accrued storage is due before pick-up.

For loaded import marine shipments, the truck driver will need the pick-up number before being permitted in to the terminal to pick-up the shipment. Ocean Carriers can securely view and update the pick-up numbers for their shipments using our online tools at [www.cpr.ca](http://www.cpr.ca). Drivers must reconcile seal identification before out-gate departure.

### Returning empty pooled containers

On arrival at the gate to the empty storage area, non-specialty equipment in good repair will be accepted so long as an empty storage pool agreement has been set up, the container number is already recognized in CP's system, and it is done so in accordance with the gate rules of the specific terminal. Only equipment owners may arrange for storage agreements.





## Rail direct service *Item 80*

CP will automatically deliver available cars to your facility on your next planned switch. Similarly, CP will automatically pickup cars released, with proper billing, from your facility. Specific switching requests for the delivery and pickup of cars can be accommodated, for a fee, by submitting your instructions to Customer Services in advance. Please contact your account manager for cut-off times for specific switching requests.

Standing instructions are encouraged to eliminate submission of daily instructions and can be sent to Customer Services (i.e. spot 5 cars per day on track 2).

<input checked="" type="checkbox"/> = Included <input type="checkbox"/> = Optional Service For Additional Fee (See Tariff 2 for more)	Rail Direct
Movement to/from your facility	<input checked="" type="checkbox"/>
Placement of car	<input checked="" type="checkbox"/>
Pick up of released car	<input checked="" type="checkbox"/>
One switch per scheduled service day	<input checked="" type="checkbox"/>
Additional or Special Switches	<input type="checkbox"/>
Standing instructions	<input checked="" type="checkbox"/>
Specific switching requests	<input type="checkbox"/>
Move unreleased cars to execute or placement or pick up	<input type="checkbox"/>
Move cars after placement	<input type="checkbox"/>

Rail Direct service will have cars delivered automatically to your facility on your next planned switch.

**Released cars** applies to cars ready for transport with an empty release or full shipping instructions for movement. Equipment should only be billed or released when available for immediate pick-up.

**Unreleased cars** refers to cars not immediately planned for movement in or out of the facility. Charges for moving unreleased cars are detailed in Tariff 2.

**Standing instructions** refers to the ability to submit consistent daily instructions once to Customer Services.

**Specific Switching Requests** refers to the ability to submit specific requests whether it be requesting a specific car ID or a specific car type. Charges for the specific switching requests are detailed in Tariff 2.

**Additional or special switches** refers to an additional delivery outside of your local service schedule. Rail direct service includes one delivery per scheduled service day. Charges for additional services are detailed in Tariff 2.

**Move unreleased cars to execute placement or pickup** refers to having to move a car that does not have valid shipping instructions in order to access a car with valid shipping instructions. Charges for this movement are detailed in Tariff 2.

**Move cars after placement** refers to switching a car to another point within your facility at your request after it has been placed. Charges for this request are detailed in Tariff 2. When a car is placed as a load and then requires switching within the facility to permit reloading, this is considered to be the empty placement so long as CP is the line-haul carrier on the subsequent load.



## Rail direct service

### When you have rail to your doorstep...

#### **Placing your order** *Item 81*

We have an extensive fleet of cars to fulfil your shipping requirements, or you can use your own railcar. Your Account manager will be able to assist with selecting the most effective tool when you get set-up to ship.

Please coordinate the timing of your shipment so that the receiver will be able to take it in as soon as it arrives, and if shipping to a terminal place your order with them before shipping.

By ordering service from CP you are agreeing to and accepting the terms and conditions published in CP's tariffs in effect at the time you place your order.

#### **Do you need a railcar? Order online with DELTA** *Item 82*

For customers shipping in single or small blocks of cars we offer DELTA, an online system for ordering your car. This system can be accessed at our website [www.cpr.ca](http://www.cpr.ca) through Customer Station and is described briefly below. We know you understand the value of planning ahead and the need for consistent and reliable transportation service. That's why we ask all our customers to order empty equipment three weeks in advance. During the next two weeks you may make changes to your car order.

Within seven days of your ordered date changes are only available for an additional fee. Cars not used within five days will be reassigned and subject to fee(s) for being ordered and not used. CP will provide empty equipment that is suitable for loading, however during periods of high demand or network interruptions, we may not be able to supply all of the equipment you requested.



**Do you have your own railcar? Send shipping instructions** *Item 83*

You are in control of your private rail cars and you need to help us move them to where you need them. If you are bringing your private car on to the CP network for the first time, you will need prior-approval known as OT5 approval. Please contact [PrivateEquip@cpr.ca](mailto:PrivateEquip@cpr.ca) for details. Please note that CP reserves the right to supply our own equipment.

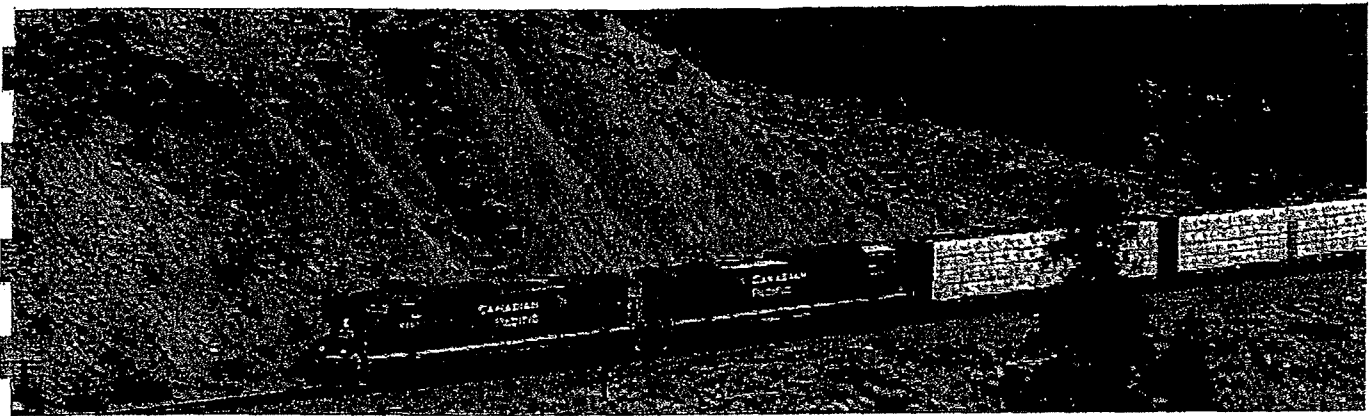
It is important to remember an empty car requires shipment instructions in much the same way a loaded car does to get it where you need it next. Once shipment instructions have been received, the empty car will move just as a loaded car moves with all of the same services included. Private empty cars not used within five days, will be subject to fee(s), and may be moved to a short-term holding area.

**Do you need a whole train? Order with CP's train planner** *Item 84*

For customers shipping large blocks of cars, unit-trains, or select commodities, a separate specialized system for ordering equipment has been developed to serve your industry. We ask all our customers to order unit train service using our Nominations process outlined in Tariff 5.. Please specify the date you would like to load the train, the origin, destination, and commodity. Loading time window will be confirmed in advance, and changes within this window are subject to fee(s) for being ordered and not used or to change fees.

**Having trouble?**

Should you require assistance placing your order or managing your own railcars, our Customer Service Team can be reached at 1-888-333-8111.



### **Local rail service** *Item 85*

Local rail service is the pick-up and delivery segments of transportation from CP's closest main rail yard and a rail served customer facility.

Should you require assistance resolving a problem, please contact the Customer Service Team at 1-888-333-8111.

While you get set-up to ship, your Account manager can assist you with identifying any time of day restrictions for servicing your facility. One movement per railcar to your facility and back to the railyard is included in your quote.

CP operates 24 hours a day and 7 days a week, and the local service schedule for your area will outline what days of the week and what time of day your facility is serviced. To provide you with the most consistent and reliable service in the most cost-effective way we regularly review our local service schedules to optimize the flow of local traffic based on the local volumes and operating factors. Please remember that the local schedule is subject to change and includes one delivery per service day.

As a shipper or receiver of railcars you have direct impact on our ability to deliver consistent and reliable service based upon the fluidity of processing railcars. Your quote includes the assigned empty railcar or the loaded railcar until the first opportunity we have to place it at your facility. If a car could not be placed for reasons beyond our control or because it has not been requested, CP will provide notification when the base time in your quote has expired, and remind you that additional charges are applicable as outlined in the Asset Use section of Tariff 2 for railcars or Tariff 5 for unit trains.

It is very important that shippers and receivers coordinate rail shipments to avoid surplus railcars in our yards. Cars dwelling longer than 120 hours at destination (controlling/serving yard) may be moved to a short term holding area and additional fees will apply. These rules are in place to ensure that these excess cars do not impede service to other customers by getting in the way of the normal switching and processing of their shipments.

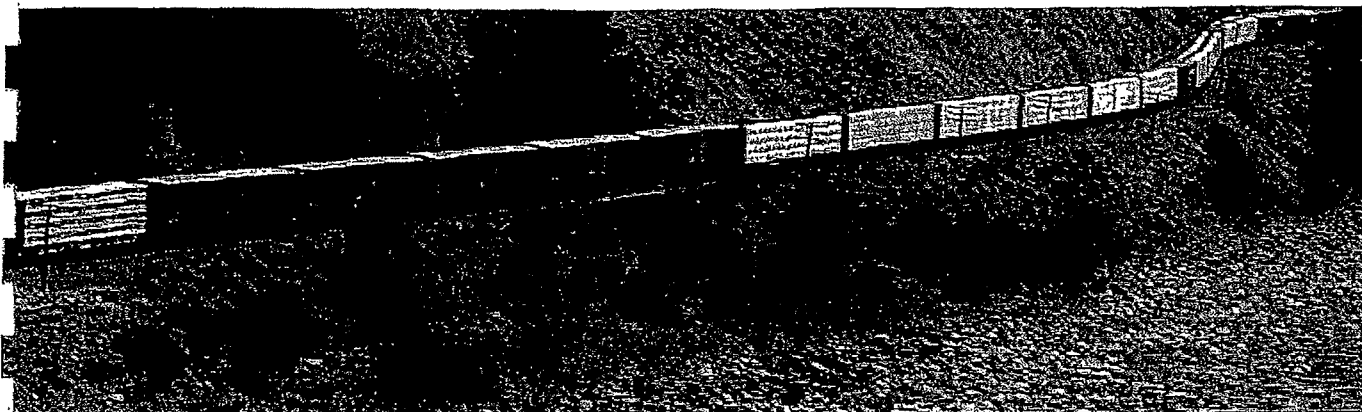
There may be specific regulatory requirements for security or safety sensitive shipments. It is your responsibility to understand and follow them. CP's Tariff 8 for Hazardous Commodities contains specific information relevant to such shipments.

### **When another railway provides the local service** *Item 86*

When the final pick-up or delivery is being performed by another railway, the services the other railway provides may differ. Please coordinate the local rail service with the other railway, making sure to submit your shipping instructions to CP.

### **Import or export containers at 3rd party terminals** *Item 87*

When a 3rd party port or terminal is performing loading or unloading of containers, the loading pattern of containers per destination by railcar must be coordinated with CP shipment planning personnel and the ocean carrier. Once loaded, the listing of which containers are on which cars must be forwarded to CP electronically before they are picked-up. Any additional charges levied by a 3rd party will be passed through to the payer of freight or ocean carrier.



### Receiving inbound railcars *Item 88*

Local rail service requests related to car movement must be made through our Customer Service Operations Team. Please call 1-800-704-4000 for cars in Canada, and 1-888-872-8720 in the US. For more detailed contact information, please see page 35. Should your industry have a specialized solution, your account manager will assist you with the specifics while you're getting set-up to ship. If a car placed for loading is identified as being defective or otherwise unsuitable for loading please advise CP immediately via the Customer Service Operations (CSO) Team so that we can take steps to repair or otherwise make the car suitable for loading. Should you decide to accept the car as-is, you may be taking on liability for the required repair or cleaning costs. Working together, we will ensure our fleets of cars are in working order and ready when you order them.

### Placement of the car at your facility *Item 89*

Based upon your local service type, cars will be moved to your facility and placed in an available position on your track without re-adjusting other unreleased cars already at your facility. If you are closed gate, cars will wait until you request they be moved into your facility. Requests for car movement must be sent electronically or faxed to CP's Customer Service Operations Team prior to the cut-off for your scheduled service. For details on your cut-off and what must be included on the request, please contact the CSO using the email addresses and fax numbers listed in the contact section on page 35.

### Load or unload the car *Item 90*

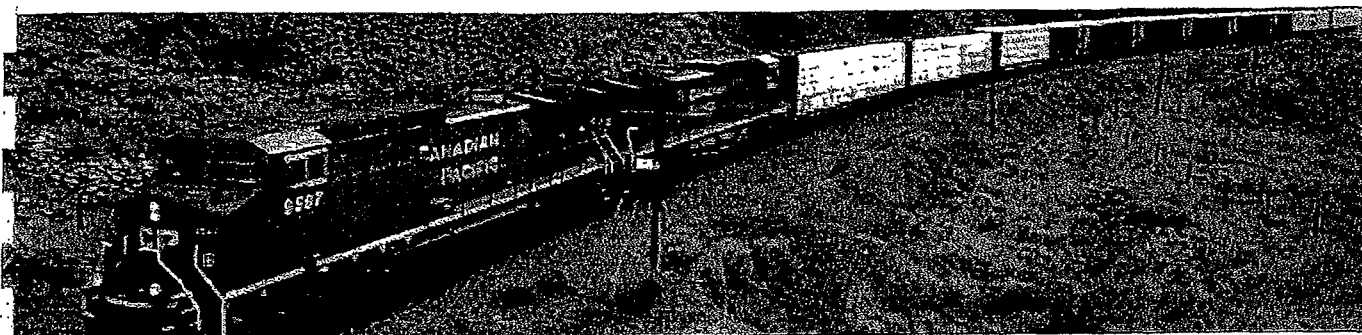
You control the loading and unloading schedule at your facility; if you choose not to return a railway car promptly, extra time to unload the car is available for a fee.

Loading a railcar is a critical component of a safe and damage-free shipment so be sure your responsibilities as outlined on page 15 have been fulfilled. If you aren't sure how to do it right or you need help, please contact our Damage Prevention Team.

When you are loading multiple cars to the same destination, please ensure the cars are grouped together on the same track to reduce the amount of switching required.

Unloading a railcar is critical to making sure equipment is available for the next customer. To avoid additional fees, please return a clean car, completely unloaded and ready for the next customer, while ensuring that any doors, hatches, gates, etc are closed and secured and any associated devices are replaced in the car from which they came. This helps ensure quick, efficient turnaround times for the cars. Should you wish to return the packaging material or dunnage to the shipper, please speak with your account manager to obtain a quote for return service.

Please remember that re-loading a car without written authorization from CP is not permitted. Due to the high cost and limited supply of both railcars and railway tracks, your quote includes the use of the loaded railcar until the first opportunity to place it at your facility.



**TEXT** **Send shipping instructions** *Item 91*

Just like sending a courier package, a car needs a destination. For a loaded railcar, a revenue empty railcar, or a car containing hazardous residue, a Bill of Lading is required by law. Full shipping instructions entails providing full and accurate Bill of Lading instructions prior to or at the time the shipment is tendered or released to CP. See Send Shipping Instructions on page 29 for more detail.

Receipt of complete and accurate shipping instructions triggers pick-up of the car and signals that you have finished loading, or finished unloading your private car. Please remember that CP will not pick-up a railcar without a complete Bill of Lading in place. Cars without a complete Bill of Lading at the time of service will be left behind, which may result in delays to your shipment and additional charges as outlined in Tariff 2 will apply. Once instructions have been received the Asset-Use or demurrage "clock" stops for railway cars. Please take care to ensure that the correct instructions are submitted the first time as only execution of the original instructions are included in your quote.

If you need to make a change, additional fees apply. Please contact the Customer Service Team at 1-888-333-8111.

**TEXT** **Empty private car or hazardous residue** *Item 92*

Sending shipping instructions for your empty private car triggers automatic pick-up of the railcar, so it is important to make sure railcars are ready for pick-up when submitting your Bill of Lading. See Send Shipping Instructions on page 29 for more detail.

Please note that failure to submit shipping instructions will result in a non-hazardous car being "reverse-routed" or returned to the last shipper.

**Release empty railway cars** *Item 93*

Once a CP car is empty and ready to be picked-up, please notify the Customer Service Operations Team as soon as possible by fax or email including the car initials and number as this will stop the Asset-Use "clock". Please see page 35 for details on the contact information for your area.

**Pick-up of the car** *Item 94*

Once complete electronic shipment instructions or empty release of a railway car has been received as described in the previous two sections no further action or release is required. Instructions must be received before the cut-off, which is a part of your local service schedule. Should you have questions about your local service schedule, please contact the Customer Service Team at 1-888-333-8111.

**Common rail direct supplemental services**

*Item 95*

The following are examples of supplemental services you may choose to request, and penalties you are encouraged to avoid. For more details, including fees, please see see Tariff 2 for railcars, Tariff 5 for unit trains, or speak with your Account manager.

- Additional time to use the railcar, e.g. additional time for a railcar waiting for you to request it while it is held on CP tracks beyond the first scheduled opportunity to place it at your facility, or additional time to use a railway car after it has been placed at your facility. See the Asset-Use section of Tariff 2 for details.
- Tendering or releasing a railcar to CP without providing full shipping instructions prior to or at the time the shipment is tendered or released to CP.
- Last minute changes to car orders where CP cannot execute the service as you had requested it, e.g. gates closed at service time, car released as empty that are not yet ready to pick-up at time of your next scheduled service.
- Manual submission of, or changes to Shipping Instructions or documents after submitted.
- Changes to empty car orders within seven days of the requested date:
  - If the empty car is assigned and moving towards your facility you may divert the car away.
  - If the empty car is already placed at your facility you may release the car unused and we will switch the car from your facility back to our yard.
- Ordering a car and not using it
- Unauthorized empty private car arriving on the CP network.
- When cars dwell for longer than 120 hours at destination (controlling/serving yard), CP may move cars to a short term holding area at the customer's expense.
- Cleaning the car, or returning a car to CP as an 'empty' that is still partially or completely loaded.
- Additional switching beyond that included in your local rail service package, or excessive switching to move or access a specific car, or moving cars out of the way to execute a request.
- Special switch to provide service outside your normal service schedule.
- Turning a car.
- CP provided (un)loading of the car.
- Specialized reporting beyond the tools available online or provided automatically.



## **Transload** *Item 100*

Please refer to pages 20 and 21 for more key information for transload shipments.

### **Ordering CP transload services** *Item 101*

Ordering CP Transload Services is as easy as contacting your regional Account Manager who will help you set-up your move, review important details of your shipment, and key contacts. Please remember that an appointment is required for transload services.

#### **Transload service at origin** *Item 102*

When you're shipping using CP Transload Services, please place your order two weeks in advance of your desired shipping date. Please coordinate the delivery and transfer appointment and shipping instructions with the transload facility to ensure they are in place. Details on sending shipping instructions are on page 29.

#### **Transload service at destination** *Item 103*

For CP Transload Services at destination, you will be contacted by the transload facility to schedule your transfer and pick-up appointment. Close communication between shipper, receiver, and transload facilities helps to make sure your order is processed efficiently and that additional fees while a shipment waits to be transferred and delivered are avoided.

### **Entering transload facilities** *Item 104*

#### **CP's transload facilities**

Specific arrangements and appointments will have been made when you placed your order with the facility directly. Please contact the transload facility directly to coordinate loading and unloading with your drop-off or pick-up appointment. Securing your shipment to your trailer is your responsibility.

Before tendering the shipment to CP, please ensure shipping instructions are in place for CP to pick-up and process the shipment efficiently. Please coordinate the shipping instructions with the transload facility to ensure they are in place. Details on sending shipping instructions are on page 29.

## **Automotive** *Item 105*

Please refer to pages 20 and 21 for more key information for automotive shipments.

### **Ordering automotive services** *Item 106*

A forwarding or manufacturing company that has made prior arrangements with CP for service may order transportation service. Please place your order seven days in advance by tendering the number of vehicles for movement by destination, or subject to your agreement with CP. Orders will be filled subject to equipment and service availability.

### **Entering automotive compounds** *Item 107*

#### **CP's automotive compounds**

Vehicles will only be accepted at the gate after placing your order. 24 hours notice must be provided for vehicles to be staged for pick-up. Once a vehicle has been staged, the driver picking-up the vehicle must present full documentation showing authorization required before release.

#### **Need help?**

Should you require assistance placing your order or managing your shipment, our Customer Service Team can be reached at: 1-888-333-8111.

For customs releases and re-manifests, storage guarantees or payment, or pick-up or delivery for ocean carrier import or export shipments, contact: [international\\_COG@cpr.ca](mailto:international_COG@cpr.ca).



**Let's get started:  
Getting set-up to ship**

**Canadian Pacific is pleased to offer our customers a comprehensive suite of tools for doing business electronically with the railway.**

**Our highly experienced and knowledgeable eChannel Services Team can help you choose the best suite of tools for your company.**





## Getting set-up to ship

### Online tools & EDI *Item 110*

CP's online customer tools provide instant access to the information you need to manage your shipments including ordering railcars, sending electronic shipping instructions via EDI or other electronic methods, tracking your shipments and more. Go to [www.cpr.ca](http://www.cpr.ca) and register today to get started.

Our e-channel services team can help set you up: 1-888-333-8111 or email us at [eB\\_Support@cpr.ca](mailto:eB_Support@cpr.ca)

### Credit *Item 111*

Every customer must secure credit with CP prior to shipping. Without credit, cash or a certified cheque is required in advance, which could end up causing delays to your shipments.

You can apply for credit online at the following link <http://www.cpr.ca/en/customer-centre/credit-application/Pages/default.aspx> or contact 1-877-404-0433 for assistance. If your financial information is not publicly available, more detailed information, such as financial statements, may be required to grant or maintain credit. Any changes to your company name or ownership must be disclosed by notifying CP in writing immediately using the online form on our website (link above). For full details on CP's payment and credit terms, see page 36.

### Your quote *Item 112*

Before you move your goods, you will need to select the specific service you require. If you do not already have an account manager, you can request a quote online at [www.cpr.ca](http://www.cpr.ca), or contact a CP account manager by phone listed in the contacts section on page 35.

You will discuss the details of your shipment, such as:

- Selecting your origin and destination service plans
- Industry specific or special product offerings
- Origin, destination, border crossings
- Commodity, equipment type, min & max volume
- What the local rail service or terminal schedule is
- Tariff(s) relevant to your shipment
- Fuel surcharge (Tariff 9600, 9700, or 9900 for Intermodal)
- Environmental and other government imposed fees
- Pick-up and, or, delivery details for door direct service
- Subscription to service bulletins and tariff updates
- Details about your quote

### What's Included *Item 113*

Your quote will include basic transportation to move your shipment to the intended destination based upon your selection of service type. We encourage all of our customers to do business with CP in the safest and most fluid way possible. Unless services are specifically included in your quote, they are supplemental services which may be available for an additional fee. This document reviews what is included in your quote on CP, tips to avoid extra charges and who to call for assistance.

For more detail on supplemental services, please visit our website and review the applicable Tariffs posted. While your shipment is with another carrier, the tariffs of that carrier will apply, so please ensure you have reviewed them prior to shipping. Please review this information with the other parties to your shipment so they are aware and understand what services are included in the quote. Please contact us if you require assistance.



## Safety starts with you *Item 114*

### Your responsibility

We strive to be the safest railway in North America and safety starts with you. It is important to remember that you are responsible to ensure your shipment is loaded safely, meeting any and all requirements. You are liable for any and all consequences of a shipment that is not loaded properly including but not limited to damage, theft, injury, or fatalities.

The following list summarizes your responsibilities to ensure the safety of your employees, your shipment, as well as CP's employees and the communities through which your shipment will travel:

- Stay up to date and abide by regulations, laws, and requirements in effect for the areas your shipment will travel through, especially those specific to the commodity you're shipping
- Aware of and adhere to restrictions in effect, such as restrictions in Tariff 8 and Intermodal Safety Standards and Restricted Commodities.
- Follow CP Standard Operating Procedures (SOPs)
- Ensure you have permits and pre-authorization from CP for any shipment exceeding standard equipment dimensions or restrictions
- Always inspect equipment before loading your product to ensure it is acceptable and free from defects that may effect your load
- Ensure the shipment's weight remains within the equipment load limit and is evenly distributed
- Block and brace your shipment to prevent shifting both lengthwise and laterally
- Ensure the product is contained entirely within the equipment
- Securely close all gates, doors, hatches, etc
- Ensure that an ISO 17712 seal is applied at all times when moving including containers being picked-up or dropped off in more than one location
- Ensure the exterior of the equipment is clear of debris, product, or other accumulation
- Ensure tank-type equipment meets IMO, AAR and Transport Canada's "TC Impact Approved" standards
- Ensure temperature controlled or heated shipments are loaded to allow for proper air flow, and product pre-warmed/cooled to the set-temperature before loading
- Always wear personal protective equipment when working near railway facilities, tracks, or equipment

### How we can help you

While it is your responsibility to ensure that your shipment is properly loaded, and your facility is safe for both our employees and your own, we have a dedicated team that is ready to help you ensure your car is transported safely and your facility meets CP's high safety standards.

CP's Customer Safety Handbook is an excellent resource to help you ensure you're working safely. Please visit us at [www.cpr.ca](http://www.cpr.ca) and start using it today.

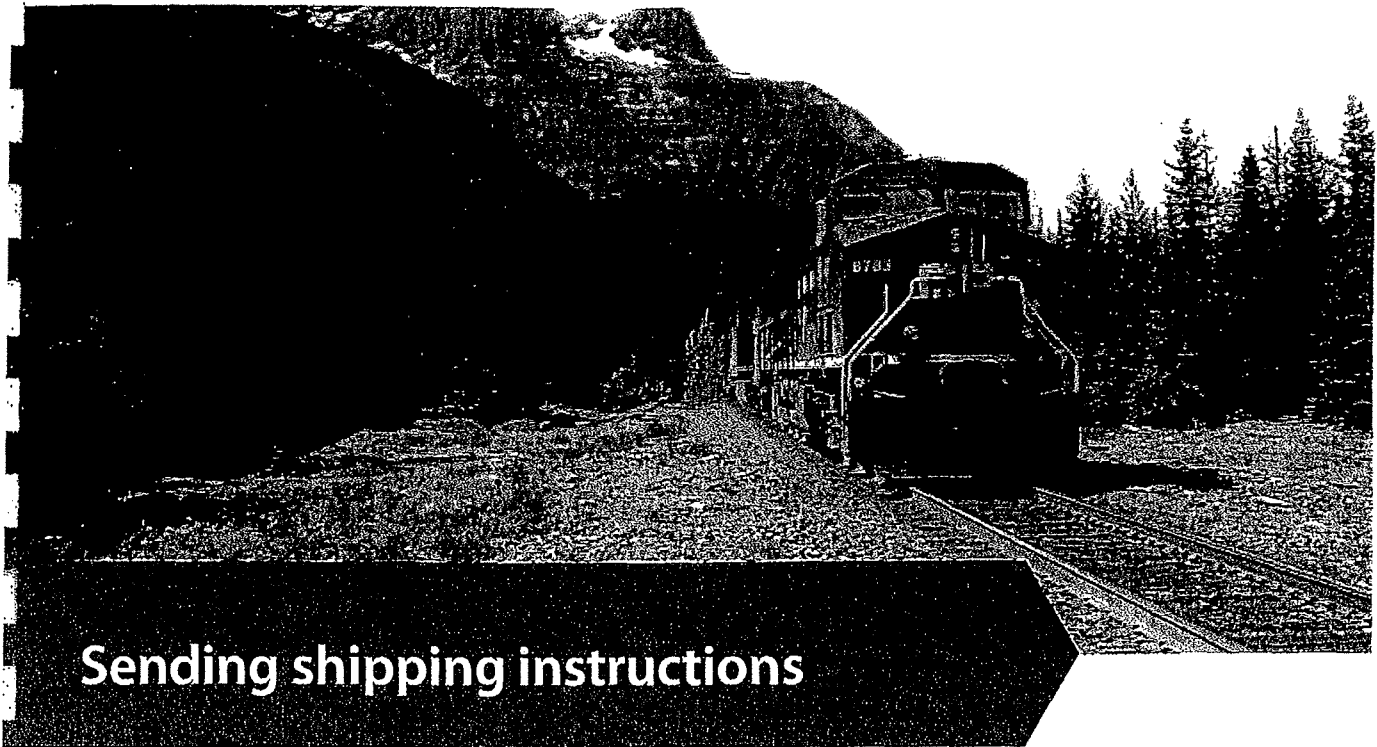
For assistance with developing a safe load plan, and planning for safe movement of your shipment, please contact our Damage Prevention Team.

Damage Prevention Team

Tel 1-877-277-3732

Fax 1-877-685-3555

e-mail [dpcs\\_sop@cpr.ca](mailto:dpcs_sop@cpr.ca)



## Sending shipping instructions

### Sending them right the first time.

#### Shipping instructions are required before tendering your shipment *Item 120*

Sending in your shipping instructions, also referred to as a Bill Of Lading (BOL), is a key component of any shipment tendered for transportation and is required by law. Just like the address on a letter, or the commercial invoice for a courier package, we require the shipping instructions for your shipment before you tender it to us for movement.

It is your responsibility to make sure your shipping instructions have been received and processed in CP's system before tendering your shipment, and not more than seven days before.

*By sending shipping instructions for a shipment to move on CP you are agreeing to and accepting the terms and conditions published in CP's tariffs in effect at the time you send the shipping instructions.*



There are a number of electronic options for submitting Bills of Lading including our online tools at [www.cpr.ca](http://www.cpr.ca) and Electronic Data Interchange (EDI). Please remember that additional charges apply for manual transactions.

#### Shipping instructions can be complicated, make sure you send them correctly *Item 121*

Our e-Business team is happy to help get you set-up sending your shipping instructions correctly the first time for no additional fee. Should you decide to send shipping instructions the old fashioned way, manual processing fees apply and only CP's BOL template fully completed and signed will be accepted, which is available on our website [www.cpr.ca](http://www.cpr.ca).

Please remember that shipping instructions can be complicated and it is your responsibility to submit them correctly before tendering your shipment, so if you need help or aren't sure, please contact our e-Business team at 1-888-333-8111.

The following table and notes provide a starting point for you to determine what information you need to include in your shipping instructions, although it is not a comprehensive listing of everything you may require or check list. For example, shipments to or from transload facilities require special designation of the payer of freight and the care-of party, please ask for help if your not sure.

## Important Components of a Complete Bill of Lading

Item 122

All shipments require this information:	To cross a national border:	To ensure safety when shipping hazardous commodities:
<ul style="list-style-type: none"> <li>• Equipment details: initial, number, size, type, etc</li> <li>• Payer of freight or "billable party"</li> <li>• Shipper's name and full address</li> <li>• Consignee's name and full address</li> <li>• Any other parties related to the shipment including any delivery information</li> <li>• Origin, destination and route</li> <li>• Load or empty status</li> <li>• Detailed commodity description and STCC (Standard Transportation Commodity Code) for all commodities</li> <li>• All seal numbers affixed to secure equipment</li> <li>• Net weight, weight terms (e.g., kg or tons)</li> <li>• Total # of pieces and package type to the smallest package size</li> <li>• Shipping authority (contract/tariff #)</li> </ul>	<ul style="list-style-type: none"> <li>• Customs broker</li> <li>• Country of origin</li> <li>• Invoice value and currency (if inbound)</li> <li>• Full shipper/exporter name and full address</li> <li>• Full consignee/importer name and full address</li> <li>• ITN, T&amp;E, CCM, and any other required information required. Please consult your customs broker.</li> </ul>	<ul style="list-style-type: none"> <li>• UN number</li> <li>• Class number</li> <li>• Packing group</li> <li>• 24-hour telephone number</li> <li>• Emergency response plan # &amp; phone #</li> <li>• Any other information required for your commodity and region(s)</li> </ul>

- Shipment instructions information must meet local and national regulatory requirements to be considered complete.
- CP recommends working closely with your customs broker to ensure all customs related requirements are met.
- Please consult with the applicable government departments to ensure compliance to regulations and restrictions.
- Any special notes/instructions, etc will not be binding on CP or other carriers.
- Temperature controlled shipments require set-temperature details.
- When a 3rd party terminal loads containers to a railcar for movement by CP, shipping instructions must include the relevant car information and the containers loaded to it, including the position of the containers.

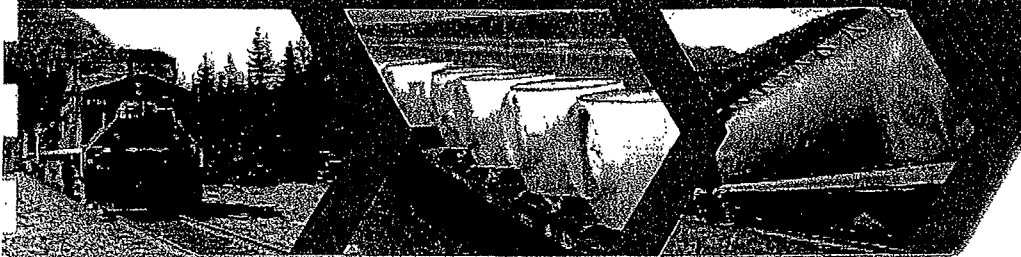
## Common shipping instruction supplemental services

Item 123

The following are examples of supplemental services you may choose to request, and penalties you are encouraged to avoid. For more details, including fees, please see Tariff 2 for railcars or Tariff 3 for Containers or speak with your Account manager.

- Changes to original shipping instructions or documents after submitted
- Manual submission of shipping instructions or instructions that do not process completely automatically

## Shipment on the way: Rail transit



Canadian Pacific has been handling rail traffic since 1881. Rail is the safest, most cost efficient, and most environmentally sensitive land-based method of transportation over long distances.

To stay on top of shipments on their way, use the online tools at [www.cpr.ca](http://www.cpr.ca). These tools are designed to help you plan your unloading accordingly, while more effectively avoiding extra charges. Should you require assistance while the car is in transit, please contact the Customer Service Team at 1-888-333-8111.



## **Movement of the shipment** *Item 130*

We will perform the required switching and processing to move the shipment to its destination based on the original shipping instructions. We will determine the route the shipment takes across our network, and during normal processing the sequence of cars may change. For shipments traveling to or from other railways, you request which other railway(s) and where the interchange(s) will occur. Delivery should be on or about the time frame discussed with your account manager. Please remember that transit times will vary.

## **Customs** *Item 131*

As a bonded carrier CP handles over 800,000 trans-border shipments per year. Over the years we have worked closely with both U.S. and Canadian Customs Agencies to develop seamless electronic integration that facilitates timely customs reporting and the fluid movement of your cross-border shipments. As a partner in your trans-border success we need you to assist us in our efforts to avoid border delay by providing us with full and complete trans-border billing information, as well as any other documentary information that your product requires. Your customs broker is also a key member of this team. Please work closely with your broker to ensure that documentation and filing requirements are met, and necessary clearances are made before arrival at the border. Please note that each country may impose their own duties, tariffs, penalties, and other fees for which you are liable.

## **Safe transportation** *Item 132*

We will help you plan for safe and damage free movement. You are responsible for ensuring that your shipment is loaded in accordance with regulations and safe loading practices. Please contact our Damage Prevention Team at [dpes\\_sop@cpr.ca](mailto:dpes_sop@cpr.ca) for more details.

## **Common rail transit supplemental services** *Item 133*

The following are examples of supplemental services you may choose to request, and penalties you are encouraged to avoid. For more details, including fees, please see Tariff 2 for railcars, or Tariff 3 for containers, Tariff 5 for unit trains or speak with your Account manager.

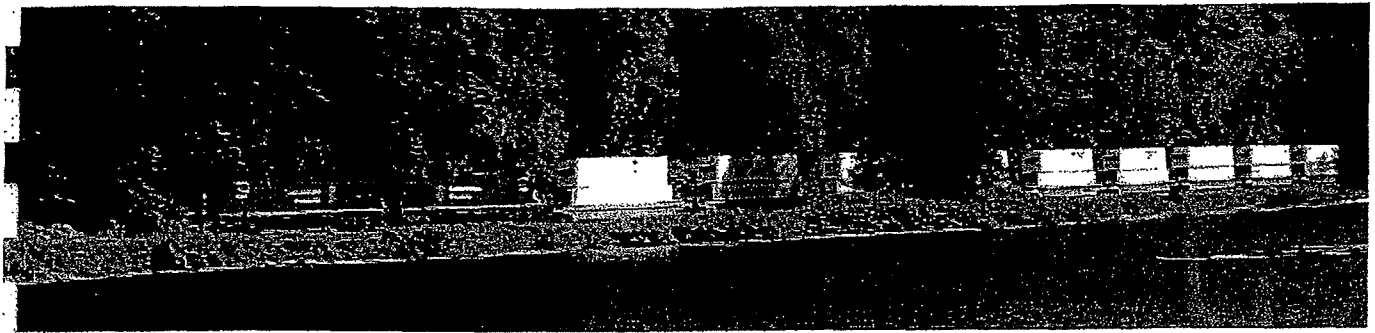
- Changes to original shipping instructions or documents after submitted
- A shipment that CP cannot continue to move (e.g. customs hold, insufficient shipping instructions, at your request, etc)
- Unit train or solid train held on CP track
- Loading and unloading to permit inspections required for customs or regulatory purposes
- A shipment identified as being improperly or unsafely loaded while on CP
- Other government-imposed charges that CP may incur to move the shipment to destination



## Invoicing and payment

**With the tools at [www.cpr.ca](http://www.cpr.ca), staying on top of invoicing and payments has never been easier.**

Invoices are displayed in CP's online My Account tool or can be sent via EDI. It is your responsibility to pay the charges within the standard credit terms as outlined on the invoice. Payment must be received by CP before the end of business day on the due date shown on the invoice. Full details on CP's Payment and Credit terms are available for review on page 36.



### **Payment** *Item 140*

Payment must be made no later than the due date on your invoice. Appropriate electronic payment options include CP's online My Account tool. For additional electronic invoicing and payment options, please contact CP's e-Business team by email at [eB\\_Support@cpr.ca](mailto:eB_Support@cpr.ca) or by phone at 1-888-333-8111. To ensure your payment is properly matched to the Invoice you intended, be sure to include the CP invoice number with your payment.

### **Disputes** *Item 141*

If exception is taken to any charges as billed, the undisputed amount must be remitted with the appropriate information as indicated above. A dispute must be made in writing or electronically within the terms of the invoice, including the same information as would be required with payment, a brief description of the reason for the dispute or short-payment, and supporting documentation. Disputes of invoiced amounts will not be accepted verbally. The appropriate contact information for your accounts receivable representative is indicated at the top right corner of the invoice. Disputes regarding demurrage must be made via the online e-demurrage system on our website. We encourage you to review records related to demurrage via the e-demurrage system prior to the invoice being issued.

### **Credit is granted at CP's sole discretion** *Item 142*

Failure to maintain your account fully paid and up-to-date as agreed, a change in your credit worthiness, or failure to provide information requested by CP to demonstrate credit worthiness will result in suspension or cancellation of credit without notice. To help you avoid this situation, automated notices will be sent to remind you of outstanding amounts.

### **Common invoicing and payment supplemental services** *Item 143*

The following are examples of supplemental services you may choose to request, and penalties you are encouraged to avoid. For more details, including fees, please see Tariff 2 for railcars, Tariff 3 for containers, or speak with your Account manager.

- Interest on all overdue amounts.
- Incorrect bill-to party provided on shipping instructions
- Short-payment or payment without required details.
- Surcharge for processing payments if credit has been suspended.
- Manual processing fees for paper invoicing or non-electronic payment (after roll-out of CP's electronic billing and payment system).





## Contacts

Item 150

For the most complete and up-to-date contact list, please visit [www.cpr.ca](http://www.cpr.ca) or call 1-888-333-8111 for assistance.

Team	Phone	Fax	Internet/Email
24 Hour Emergency Contact <i>In case of a railway or safety emergency</i>	800-716-9132		
<b>Get set up to ship</b>			
e-Business Team <i>For assistance with online tools and electronic shipping instructions</i>	888-333-8111		eB_Support@cpr.ca
Quote Request For Rail Services <i>To set-up service and get a quote</i>	877-277-7283		
Quote Request For Intermodal Services <i>To set-up Intermodal Terminal or Door service and get a quote</i>	877-225-5277		
Quote Request For Transload Services <i>To set-up Transload facility or Door service and get a quote</i>	877-277-7283		Transload_Quotes@cpr.ca
Canadian Pacific Logistics Solutions <i>Looking for more? Our logistics solutions team has it all.</i>	877-277-7283		CPL_Sales@cpr.ca
Damage Prevention & Claim Services <i>For assistance with safe loading practices</i>	888-333-8111	877-685-3555	dpcs_sop@cpr.ca
Credit Office <i>For assistance with applying for credit</i>	877-404-0433		
<b>Manage your shipments</b>			
Customer Service Team "CST" <i>For assistance with problem resolution</i>	888-333-8111	403-205-9058	
Customer Service Operations "CSO" - Canada <i>For local rail service requests in Canada</i>	800-704-4000	800-420-5655	CSF_CAN_Customer_Contact@cpr.ca
Customer Service Operations "CSO" - US <i>For local rail service requests in the US</i>	888-872-8720	888-765-7245	CSO_MPLS_Customer_Contact@cpr.ca
Intermodal Central Operations Group "COG" <i>For dispatch &amp; appointment services on Intermodal shipments</i>	866-721-2771	866-301-2772	COG_Appointments@cpr.ca
International Intermodal Central Operations Group <i>For customs releases and re-manifests, storage guarantees or payment, or pick-up or delivery for ocean carrier import or export shipments</i>	866-337-5772	866-201-2937	International_COG@cpr.ca



## Rules and regulations

Item 200

For the most complete and up-to-date version of this document and the applicable rules and regulations, please visit [www.cpr.ca](http://www.cpr.ca) or call 1-888-333-8111 for assistance.

### Details on liability & applicability of terms

#### 1. Application

The rules of this tariff and all applicable Canadian Pacific ("CP") tariffs (including but not limited to tariffs 2 through 10) apply on CP. On shipments moving to or from other railways, all applicable tariffs of the other railways apply on the respective other railways, and the services offered on other railways may differ from CP.

#### 2. Updates To This Tariff

This document and the associated documents outlining chargeable services and rules will be updated from time to time with 30 days notice of any price increase or change of rules or conditions. Notice of update will be sent to email addresses subscribed to notifications under the tariff subscription section of [cpr.ca](http://cpr.ca). To subscribe, please visit [cpr.ca](http://cpr.ca).

Carriers or Carrier shall mean CP and any connecting railway. Commodities means the commodity or commodities transported. Hazardous Commodities are as specified in CP's Tariff 8. References to CP cars shall also extend to cars owned or operated similarly by other railways unless stated otherwise.

Except as otherwise provided, rates and charges published in tariffs are competitive rates and only apply from or to points specified. Rates do not apply to intermediate points and can not be used to construct combination rates.

Shipping Instructions refers to the Bill Of Lading and shall also extend to electronic versions of same, including but not limited to "EDI 404". Any Shipping Instructions submitted for shipments originating in Canada shall be deemed to use CP's Standard Bill of Lading, and for shipments originating in the United States of America, the Uniform Straight Bill of Lading, the terms and conditions of which are incorporated by reference.

#### 3. Limitation on Common Carrier Offering

Intermodal services are not common carrier offerings, and CP does not hold itself out to be a common carrier for Intermodal services.

#### 4. Customer Represents and Warrants

Customer represents and warrants to the Carriers that the Commodity(ies), the packaging thereof, the loading and unloading thereof, and all other obligations of Customer under the Contract have been and will be performed in accordance with all applicable provincial, federal, state or local laws, regulations, decisions, orders, tariffs, and schedules as well as customer responsibilities as detailed in this tariff and associated tariffs.

Customer represents and warrants to the Carrier(s) that it controls the routing of the Commodity(ies) being transported by the Carrier(s) and is the purchaser of these services as described in the Contract.

#### 5. Rights To Inspect, Reject, Return, and Determine Final Weight

CP reserves the right to inspect shipments to ensure safety or ascertain the accuracy of the description(s). The description of the Commodity(ies), as set forth on all shipping documents, must conform to the Standard Transportation Commodity Code 6001 Series and must show ALL applicable STCC number(s). In the event a description is incorrect, CP shall be permitted to (a) adjust the rates being charged to ensure the rates conform with the Commodity actually being transported, (b) refuse to transport the Commodity or (c) respond in any other legal manner.

CP reserves the right to reject any shipment which does not comply with provisions set-out by CP. Failure of CP to reject a shipment which does not comply shall not make CP responsible for loss, damage or injury resulting from the nonconformity or otherwise alter CP's responsibility or liability.

When shipment is directly or indirectly refused or rejected and not un-

loaded by the consignee or receiver, CP reserves the right to return the shipment to its origin, subject to the same freight price used to ship it to the consignee or receiver that refused or rejected it.

CP reserves the right to make the final determination as to the weight of any shipment where the applicable rate is priced using weight and the actual weight is disputed.

In intermodal containers, "Footprint Weight" may not exceed 2,500lbs per linear foot without sub floor protection. Drive axle can carry approximately 75% of fully loaded forklift weight i.e. a 20,000lb forklift (including cargo) that has 7,500lb on each front drive wheel (5,000lbs more than 2,500lb limit). This axle load should utilize sub floor reinforcement in loading and unloading.

#### 6. Use of "Team Tracks" or Public Delivery Tracks

Existing team track service, including loading/unloading platforms and other structures, are available for use by shippers for non-hazardous commodities only on a pro-rata share usage basis, at the sole cost, risk and expense of customers using the team track facilities. By using such facilities, customers agree to indemnify, defend and hold harmless CP 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.

By using a CP Team Track you are agreeing to CP's tariffs. Team tracks can be accessed upon CP permission and signed written agreement. CP may deny access if, in our discretion, it's determine that the Customer's use of the facilities is negatively affecting the safety of the team track, other Customers, or other CP operations. Upon completion of loading or unloading, Customers shall leave CP's property in a safe and clean condition, removing all materials they brought onto CP's property or removed during unloading.

#### 7. Switching performed by other railways

By using a CP Team Track you are agreeing to CP's tariffs. Team tracks can be accessed upon CP permission and signed written agreement. CP may deny access if, in our discretion, it's determine that the Customer's use of the facilities is negatively affecting the safety of the team track, other Customers, or other CP operations. Upon completion of loading or unloading, Customers shall leave CP's property in a safe and clean condition, removing all materials they brought onto CP's property or removed during unloading.

Where switching or "inter-switching" charges are incurred in the transportation of Commodities, shipper shall be responsible for any switching charges incremental to those included in Rates as detailed in tariffs or confidential contract.

#### 8. Customer's Owned or Leased Equipment

If equipment used for transportation under the Contract is owned or leased and provided by, or on behalf of, Customer, Customer represents and warrants to the Carriers that such equipment is in compliance with all terms listed in CP's Tariff 6 Private Equipment Rules & Services.

#### 9. Hazardous Commodities

If any Hazardous Commodities (loaded or residue) are transported, Customer represents and warrants to the Carriers that such Commodities are in compliance with all terms listed in CP's Tariff 8 Hazardous Commodities. Any application of Hazardous Commodities to CP Equipment or shipment not in compliance will be deemed unsafe and unauthorized, subject to applicable fees.

## 10. Payment & Credit Terms

Customer shall pay all Rates, charges, costs, expenses and taxes in full within fifteen (15) days (inclusive of Saturdays, Sundays and statutory or civic holidays) of the day following the date of issuance of an invoice for the same.

If exception is taken to any charge as billed, please remit according to your records by the due date shown on the invoice, indicating reason for adjustment. Carrier will accept a whole or partial claim for overcharge, over collection or duplicate payment only if the claim is (i) made within 180 days of the date of the invoice in which it is alleged to have been made, (ii) in writing and (iii) contains sufficient information for Carrier to conduct an investigation, including the name of the claimant (which must be the same as the party who overpaid), the amount of the claim, the applicable quote number, the original bill of lading, the original freight bill, a description of the freight bill payment charges at issue and supporting documentation, and, in the case of overcharges, the rate, weight, description of the Commodities, and applicable supporting documentation.

If Customer's Financial Statements (as defined below) are not publicly available on the EDGAR database of the United States Securities and Exchange Commission or the SEDAR database of the Canadian Securities Administrators or a similar public database, Customer shall, within 2 Business days of receipt of a request from Carrier, deliver to Carrier its consolidated balance sheet for its most recently completed fiscal quarter and year, and the related statement of income and statement of changes in financial position of Customer for such fiscal quarter and year (collectively the "Financial Statements"), prepared in accordance with applicable generally accepted accounting principles or international financial reporting standards, all in reasonable detail and in the case of such annual Financial Statements information certified by independent chartered or certified public accountants of recognized standing.

If: (a) Carrier determines, in its reasonable discretion, that Customer's credit worthiness has deteriorated; (b) Customer fails to provide Financial Statements following a request for the same from Carrier; or (c) Customer fails to pay an invoice within fifteen (15) days Carrier may do any one or more of the following:

(i) assess interest charges of twelve per cent (12%) per annum on all past due amounts;

(ii) cancel credit and either (a) require payment in advance; or (b) require that Customer provide Performance Security in order to ship under credit for any further shipments under this Contract or any other contract for the transportation of goods between Carrier and Customer. Where Performance Security is provided it shall be maintained by Customer during the Term of this Contract or any extension thereof, unless otherwise agreed by Carrier; and

(iii) terminate this Contract or any other contract for the transportation of goods between Carrier and Customer on five (5) days written notice to Customer.

In this section "Performance Security" means sufficient security in an amount acceptable to the Carrier and in the form of either an irrevocable standby letter of credit in a form and from a financial institution acceptable to Carrier, or prepayment. Unless Performance Security is provided, Customer shall pay an additional fee of \$100 for each railcar or container shipped under this Contract. This charge will be in addition to all other Rates, charges, costs, expenses and taxes for such shipment.

## 11. Liability

Claims for loss or damage will be handled in accordance with terms and conditions as listed within this tariff unless otherwise specified by contract or exempt quotation reference is placed on shipping document used to move shipment. Amounts claimed for loss or damage may not be deducted from any freight bills issued by Carrier.

In case of incident, CP reserves the right to dispose of Commodities as it

sees fit.

Except as otherwise provided in this tariff or any of its schedules, the liability of CP for any alleged loss, damage or delay to the Commodity shall be as follows:

a) For transportation of Commodities within Canada, CP's liability for claims and the procedures for processing such claims, shall be the same as that imposed on a Canadian rail common carrier. For greater certainty, the terms and conditions regarding liability shall be those of the Railway Traffic Liability Regulations SOR/91-488, except as otherwise provided herein.

b) For transportation of Commodities within the United States, CP's liability for claims and the procedures for processing such claims, shall be the same as that specified in 49 U.S.C. § 11706, except as otherwise provided herein.

c) In no event shall CP be liable for more than a value of \$2 per pound up to \$50,000, for shipments not under common carrier service.

d) No claim for loss or damage shall be filed by the claimant or investigated by the rail carrier for \$500.00 or less per container/railcar.

e) With respect to liability claims, the "value" of the Commodity or portions thereof shall be computed on the basis of the value at the time of shipment of the goods at the place and time of shipment under the Bill of Lading including the freight and other charges if paid, and the customs duty if paid or payable and not refundable. However, the "value" of the Commodity or portions thereof shall be computed on the basis of the manufactured cost of the goods only in the case of replenishment movements (Transfer of Stock). For Transfer of Stock, Shipper shall provide Carrier with written certification as follows: "We hereby certify that this shipment is a transfer of stock and no actual sale is involved and that the foregoing statement of facts is correct and price(s) used in this claim does/do not exceed the value at the place and time of shipment in the quantity shipped and does/do not include profit not earned or GST, warehousing, distribution, transportation or other expenses not actually incurred."

f) In no event shall CP be liable for any indirect or consequential damages, including without limitation, loss or revenue or profits which are based upon, arise out of or are connected with the transportation of Commodities or anything done or maintained hereunder or anything not done or maintained as required hereunder, even if such damages were foreseeable.

g) CP will not be liable for the rejection of goods due to off-temperature or variances. CP does not provide or release confidential reefer mechanical operation down load reports.

h) CP will not be liable for goods due to expiration of shelf life or delay while in transit.

i) Claims for damaged equipment will be adjudicated or governed under the same principles and practices of the current copy of the AAR Interchange Rules for repairs to and settlement of rail equipment.

j) In no event shall the Carrier(s) be liable to the claimant for any indirect, consequential, punitive or special damages or legal fees.

k) When transporting goods in carload form to or from a siding, station, wharf or landing, the goods will only be at risk of the carrier from the time the car is picked-up until the car is placed at destination.

l) CP will not be liable for loss of or damage to goods of extraordinary value that the carrier transports where the shipper of the goods, before shipping, does not disclose in writing the value of the goods to the carrier or the carrier's agent.

m) The Carrier shall not under any circumstances be liable for concealed loss or damage to any container or the contents thereof.

- n) CP will not be liable for loss or damage to goods arising from consignee's failure to unload the goods in a timely manner.
- o) The onus is on shipper/receiver to prove loss, damage or contamination to lading.
- p) CP will not be liable for loss due to natural shrinkage and/or difference between origin and destination weight except where loss results from defective equipment and such defect is directly attributable to the CP, i.e. derailment
- q) CP will not be liable for damaged packaging of goods unless it is the direct result of derailment occurrence
- r) CP will not be liable for damaged goods due to overhead stacking compression onto lower layers
- s) CP will not be liable for water damage in equipment not solely owned and operated by CP except where the water damage is the direct result of damage that CP caused to the equipment.
- t) CP will not be liable for loss when bottom outlet gates on hopper railcars do not have the outlet gate retainer locks in the locked position and wired in the locked position. A security seal may act as the wire.
- u) There shall be no presumption of CPR fault for the loss, damage or delay of cargo. The burden of proof to establish the culpability of CP is upon the claimant. CP is not liable for any loss, damage or delay of cargo, except where CP's intentional act or omission, gross negligence or simple negligence is the direct and proximate cause of the injury.
- v) Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the cargo. Shifting of a load en route is, of itself, not evidence of CPR mishandling. If a car without mechanical protection against heat and cold is requested by the shipper/consignor, CPR is not responsible for the deterioration of the product which may occur because of temperature within the car.
- w) Full Liability Transportation

As an alternative to the preceding Restricted Liability provisions, CPR offers Full Liability transportation subject to the terms and conditions of 49 U.S.C. Section 11706 (Carmack Amendment) and at a rate or charge higher than that applicable to transportation under restricted liability terms. If the shipper elects to use the Carmack Amendment or alternative, it must comply with all of the following procedures:

- 1.1 Shipper must notify their CPR marketing representative no less than 72 hours before the shipment is released in order for the shipment to be subject to 49 U.S.C. Section 11706.
- 1.2 The shipper must obtain a special CPR price authority from their marketing representative that is no less than 250% of the otherwise applicable price authority. The price authority must reference 49 U.S.C. Section 11706.
- 1.3 The shipping instructions must note that the shipment is moving under 49 U.S.C. Section 11706 liability terms and is subject to the special price authority.
- 1.4 The shipment must be prepaid. Collect shipments are not accepted.
- 1.5 Carmack Liability coverage is not available for shipments that originate in Mexico.
- 1.6 The shipper's failure to comply strictly with all of the requirements for transportation subject to 49 U.S.C. Section 11706 shall create a conclusive presumption that the shipment is intended for transport on the Restricted Liability terms of CP's Guide to Products and Services - Tariff 1

## 12. Seal Requirements

Seal requirements for shipments that move on CP apply as published here: <http://www.cpr.ca/en/customer-centre/shipping-guides/loading-guides/Pages/sealing-requirements.aspx>

CP does not monitor shipments for seal compliance on behalf of the shippers, receivers or the Billable Party of the move (i.e. seal existence, seal type, seal identification number, electronic reconciliation of seal identification numbers); and CP is not obliged to report the condition of seals during the transportation journey to any source (including but not limited to shippers, consignees or the billable party of the move). CP will not be liable for loss when CP Tariff-1 (ISO 17712) seal requirements are not proven with:

- (1) digital photos of seal serial number at time of loading, OR
  - (2) affidavit inclusive of seal serial number at time of loading, OR
  - (3) a CP-approved seal management program compliant with the DPCS SOP. Refer to the following link to view the seal recording process to be used in lieu of affidavit or photo reporting
- <http://www.cpr.ca/en/customer-centre/shipping-guides/loading-guides/Documents/seal-sop.pdf>

## 13. Claims

For more information on how to report overages, shortages and/or damages, options for salvage handling and how to file a formal freight claim, please refer to the following link:

<http://www.cpr.ca/en/customer-centre/damage-prevention/Pages/default.aspx>

The Carrier shall only be liable for loss or damage resulting from Carrier's own negligence during the service of rail transportation. Any damages discovered at final destination shall be reported to Carrier for verification before claim is honoured. The shipper and/or consignee releases and agrees to indemnify and hold harmless the Carrier from any and all claims for loss, damage, or delay in the event of failure of the shipper and/or consignee to give such notice and provide such opportunity for inspection. No claim for special or consequential damage will be honoured without prior agreement.

The Bill of Lading or Contract a shipment moves under contain certain provisions that stipulate the time frames in which a claimant may file a claim. Under a Canadian Bill of Lading notification of loss/damage must be received by the delivering carrier within 4 months after delivery. A formal claim must be submitted within the statute of limitations. On shipments moving under a United States Bill of Lading, your claim must be received within nine months from date of delivery. Documents needed to support your claim

- a) Bill of Lading and paid freight invoice.
- b) Invoice showing ownership and costs.
- c) Detailed breakdown of all items damaged/lost and the amount claimed for each.
- d) A copy of a survey report (if applicable) and/or an Exception Report or its number.
- e) In the case of bulk shipment(s), a copy of the scale documentation both at origin and destination to substantiate the amount of product lost or damaged.
- f) A copy of the delivery receipt or proof of delivery (POD).
- g) If a shortage claim, verification of quantity shipped and quantity received, as well as seal record at time of unloading and on receipt from CP.

- h) If repairs are done, include invoices for parts and labour.
- i) If shipment is a transfer of stock, a stock transfer certification is required.
- j) For claims on shipments under perishable protective service related to "off-temperature" a temperature history log for the unit in question

For product overages, disposition will be handled by our Warehouse Agent, please see your Account Manager for details.

#### 14. Emergency Routing

In the event the Carrier(s) transport the Commodity(ies) over a route other than that specified in the Contract or tariff because of traffic congestion, washout, wreck or other similar emergency, or the Carrier(s) error, the rates to be charged shall be the lesser of the rates in the Confidential Rate Quote or the most recent applicable rates for the route published by CPR.

#### 15. Claims for damage to Containers

Canadian Pacific will accept responsibility for container damage subject to the following conditions. No claim for cosmetic damage will be accepted for any container. Cosmetic damage is defined as damage that does not impair the structural integrity of the marine container. Also, no claim for internal damage will be accepted unless damage is a direct result of mishandling by CP or its contractors. In the event Canadian Pacific is liable for loss or theft, payment will be made for the depreciated value of the unit. In the event unit is damaged, maximum CP liability will be for the depreciated value or repair costs, whichever is less. CP will not be liable for any charges resulting from the loss of use of the marine container. Depreciated value of units will be calculated as follows:

Container Number

Manufactured Date

Damaged Date

Original Purchase Price Factor Of Year Prior To Damage (Multiply)

Factor For Year Of Manufacture (Divide)

Reproduction Cost (Equals)

Monthly Depreciation (Divided By 180 for steel welded design and 120 for post & panel design)

Scrap weight allowance will be deducted from total claimable amount

Months In Service (Multiply)

Depreciation (Equals)

Depreciated Value (Reproduction cost less depreciation)

#### 16. Force Majeure

- a) Either Shipper, or Consignee, or CP shall be excused from its or their obligations, with the exclusion of obligations related to ensuring safety, under the Contract or applicable tariffs provided that Customer or CP 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, flood, rockslides, landslides, snow-slides, washouts, avalanches, storm earthquake, expropriation, fire or explosion, strikes, lockouts, walkouts or other industrial dispute, war, sabotage, riot, Insurrection, 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 an event of force majeure.
- b) All time periods provided for in the applicable tariffs 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, state 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.

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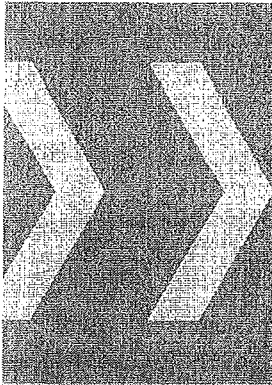
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**Private Equipment**

Tariff 6

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This document is updated regularly. For the most recent version, please subscribe to our e-mail notifications or update to this and other tariffs, please visit [www.cpr.ca](http://www.cpr.ca).

Changes can be identified by these icons

-  **TEXT** Wording change
-  Price decrease
-  Price increase

## Tariff 6 - Private equipment

### Application *Item 1*

In addition to any other applicable tariff, the prices, charges and rules of this Tariff, as amended from time to time, apply. The rates apply as published at the time the service was rendered, in the currency of the country in which it occurs, unless otherwise specified.

### Definitions *Item 2*

**Private Railcars** or private cars refers to cars not owned by a rail carrier.

**Private Containers** refers to containers not owned by a rail carrier.

**Private Equipment** refers to both Private Railcars and Private Containers.

### **Private railcars require approval** *Item 10*

Prior to moving on CP, Private Railcars must be registered and approved as per the terms of industry Circular OT-5 as published in the Official Railway Equipment Register (details of the OT-5 program are available at <https://www.railinc.com/rportal/web/guest/cot-5>). CP shall not be required to accept Private Railcars that do not have OT-5 approval.

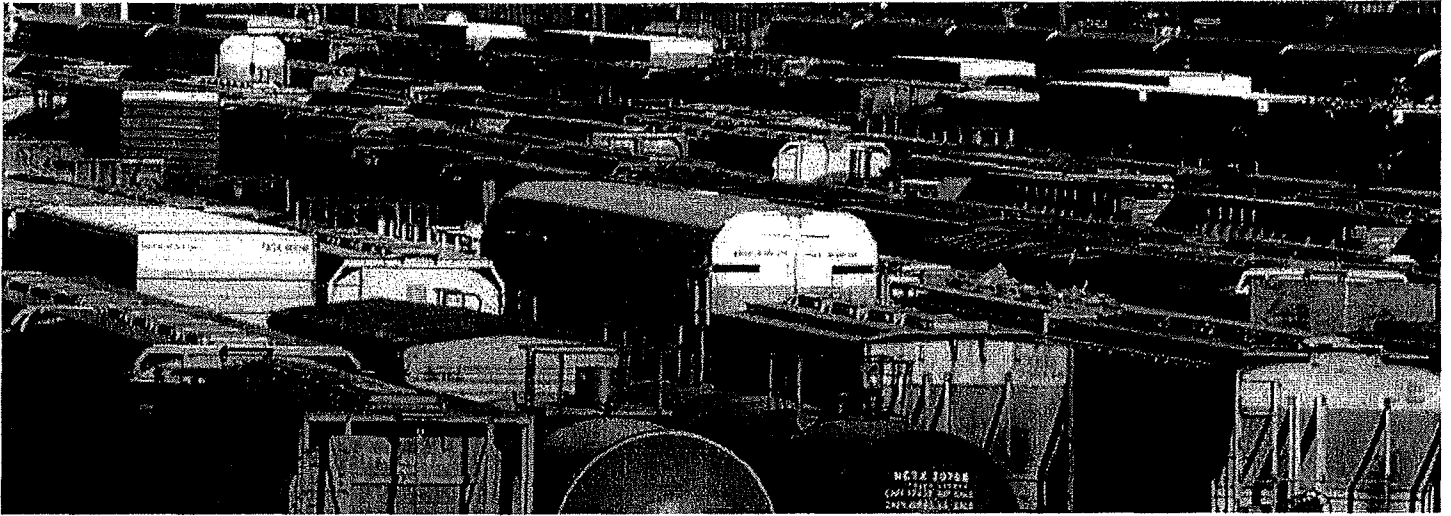
### **Private containers must meet industry standards** *Item 11*

Private Containers must comply with industry standards (e.g. AAR, ISO). CP shall not be required to accept Private Containers that do not comply with such standards.

### **Private equipment with hazardous commodities** *Item 15*

For requirements specific to Private Equipment carrying Hazardous Commodities, refer to CP Tariff 8.





## Private equipment terms

Item 20

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

- are free from mechanical defects and failures;
- contain no prohibited or obsolete parts;
- comply with all applicable tariffs;
- comply with all applicable industry, federal, provincial, state and local laws, regulations, rules, permits, licenses and decisions including without limitation those issued, decided, or established by the Association of American Railroads ("AAR"), Railway Association of Canada ("RAC"), Transport Canada, the U.S. Department of Transportation and the Federal Railroad Administration (FRA) regulations; and
- are otherwise in suitable condition for the safe rail transportation of Commodities.

Shipper shall fully indemnify, defend and hold harmless CP from all losses, including, without limitation, attorneys' 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 this Tariff.

In addition to any other applicable freight charges, Shipper shall be solely responsible for any and all costs associated with the movement of Private Equipment, including, but not limited to, lease costs, car hire charges, and mileage compensation charges that are in excess of CP's express obligations under this Tariff. At CP's option, Shipper shall either (i) release, defend, indemnify and hold CP harmless from claims for such costs including reasonable attorney's fees and costs of litigation, or (ii) reimburse CP for excess car hire or mileage compensation paid by CP to such Party within thirty (30) days of notice by CP.

## Railcar mileage equalization

Item 30

The price of a loaded freight move from origin to destination includes the direct empty return of Private Equipment to origin. However, for several reasons, empty car miles generally exceed that of loaded revenue miles on CP. For example, a shipper might request that the empty car be diverted to a maintenance facility or to a destination other than the last point of origin. CP participates in mileage equalization programs in Canada and in the United States which are intended to ensure that carriers are compensated for empty car miles that are in excess of the loaded revenue miles.

### Canadian Mileage Equalization Program

CP's Canadian mileage equalization program applies only to miles on private cars moving in Canada, except for "bridge traffic" which only passes through Canada for routing purposes and is subject to the US program below. CP does not pay historic "distance allowance" fees. Car owners and Shippers are ultimately responsible for fees related to their cars moving on CP.

Each year, ended December 31, all revenue miles are compiled by car type, and car owner. All non-revenue miles are compiled similarly, and compared. When non-revenue miles exceed 106 % of revenue miles, each mile in excess of 106 % is subject to a rate of \$1.10 per mile, without minimum. CP will notify the car owner of the amount due by issuing an invoice. Any distance allowance fees will be in Canadian Dollars. Any disputes must be made within the terms of the invoice.

The following types of moves are not eligible as non-revenue shipments, and are to be paid for and counted as revenue miles under the mileage equalization program, subject to freight pricing under CP Tariffs (e.g. CP Tariff 4000) and chargeable to the car owner or party listed on the bill of lading, or freight price quote from your CP sales account manager:

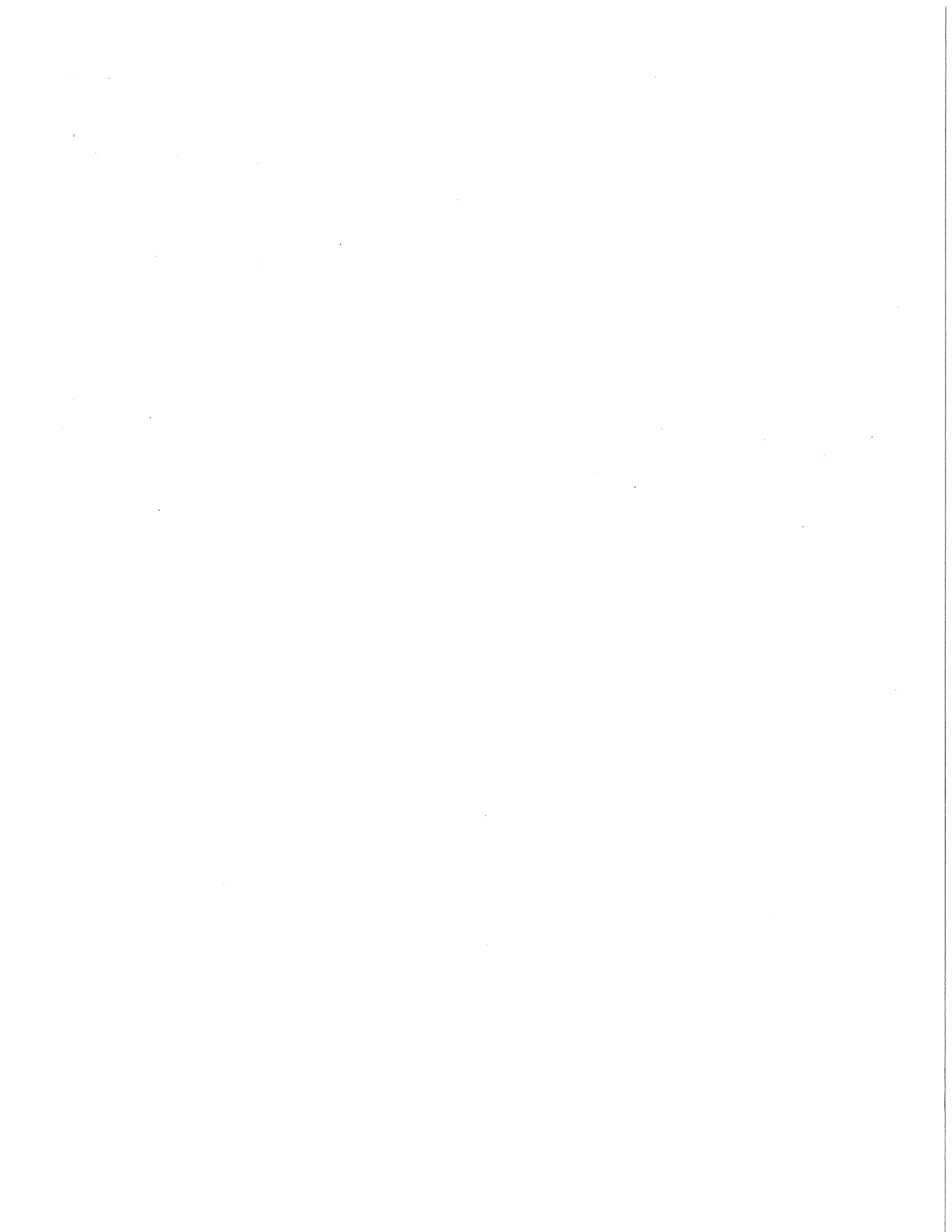
- The empty movement was not immediately preceded by a revenue linehaul move on CP,
- A movement into or out of a repair facility that was not immediately preceded by a revenue line haul move on CP (applicable freight charges are chargeable to the car owner),
- The first move on cars that are new or have been re-stenciled with new initials and/or numbers,
- Cars not listed in UMLER,
- Cars moving for scrap or sale.

A revenue mile above refers to a shipment where CP receives a division of linehaul revenue and does not include switch or inter-switch amounts or other accessorial charges, excluding returned shipments or partially unloaded shipments.

When a car changes ownership, calculation of mileage shall be done separately for each owner based on the calculation period before and after the ownership change, unless otherwise negotiated with CP. CP will only recognize the ownership of a car as indicated on the reporting marks painted or stenciled on the body of the car. Cards, placards, boards, etc, are not recognized. The distance used to compute mileage starts at the CP origin station and ends at the CP destination station, or for shipments moving over more than one railway, is from the origin or destination CP station to the interchange station with the connecting railway (using direct route as guided by tariff OPSL 6000 at the time of shipment). It excludes distance from loading point or unloading point and the nearest origin or destination station.

### The US Mileage Equalization Program

The US Mileage Equalization Program is set out in industry tariff Mileage Allowance RIC 6007 Series (available at [http://www.narps.org/national\\_tariffs.htm](http://www.narps.org/national_tariffs.htm)) and applies to miles on tank cars moving in the US, and miles in Canada for "bridge traffic" which only passes through the Canada for routing purposes. The US program is calculated separately from CP's Canadian program. The US program shall apply on CP to the extent that it does not conflict with CP's Tariff 1, Guide to Products and Services, in which case Tariff 1 will govern.



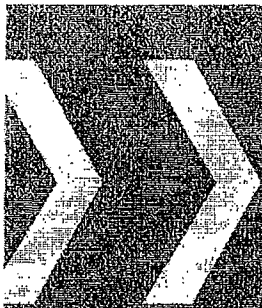
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## Hazardous Commodities

Tariff 8

**CANADIAN PACIFIC**

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Changes can be identified  
by these icons:

-  Wording change
-  Price decrease
-  Price increase

## Tariff 8 - Hazardous commodities

### Application *Item 1*

In addition to any other applicable tariff, the prices, charges and rules of this Tariff apply to commodities which are Dangerous Goods, Hazardous Materials, Poisonous Inhalation Hazards or Toxic Inhalation Hazards.

### Definitions *Item 2*

**Toxic Inhalation Hazard (TIH) / Poison Inhalation Hazard (PIH)** means any product considered poisonous or toxic 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 (<http://boe.aar.com/boe-download.htm>). The terms PIH and TIH are used interchangeably.

**Dangerous goods laws** means all applicable Canadian and United States federal, provincial, state, and local laws, rules and regulations governing the handling, packaging, disposing and transportation of dangerous goods in Canada and hazardous materials in the United States, including but not limited to the Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34, Title 49 CFR of the United States Code of Federal Regulations, Hazardous Material Transportation Act (49 U.S.C 1801 et. Seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et. Seq.) and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et. Seq.), and regulations promulgated thereunder.

**Dangerous goods** means the dangerous goods listed in the Schedule 1 of the Transportation of Dangerous Goods Regulations, as amended or replaced from time to time.

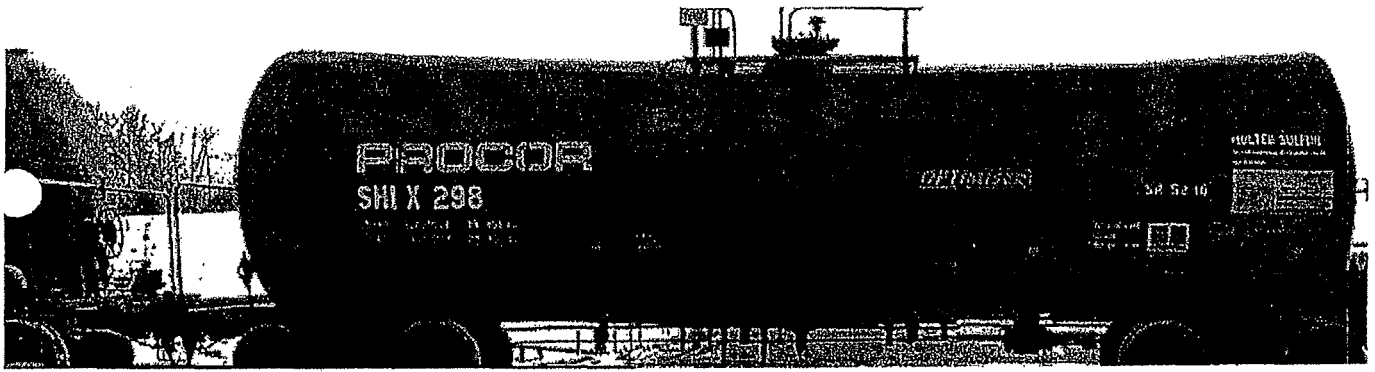
**Hazardous materials** means the hazardous materials listed in the table set forth in Title 49 C.F.R. 172.101 of the Hazardous Materials Regulations, as amended or replaced from time to time.

**Hazardous commodities** means PIH, TIH, Dangerous Goods, or Hazardous Materials.

**High Threat Urban Area (HTUA)** means any area as defined in Appendix A to Part 1580 of 49 C.F.R. §1580, as amended or replaced from time to time. CP served areas include Buffalo, Chicago, Detroit, Milwaukee, New York, Philadelphia, Twin Cities. DME served areas include Chicago, Kansas City, Twin Cities.

**Private equipment** means a railcar or container that is owned, leased, or provided by Customer.

**Rail Security-Sensitive Material (RSSM)** means any material as set forth in 49 C.F.R. §1580.100 (b), as amended or replaced from time to time, including but not limited to any TIH/PIH material, division 1.1, 1.2, or 1.3 (explosive) material, or highway route-controlled Class 7 radioactive Material.



## Surcharges *Item 3*

For your convenience, the below items highlight fees specifically applicable to Hazardous Commodities. Without exception, traffic classified as TIH or PIH is not eligible for storage (Item 17 of Tariff 2) on CP property, and may not be tendered for movement in a container.

**\$5500<sup>00</sup>**

\$10,000.00 for TIH as outlined in Item 51 of Tariff 2, or Item 21 of Tariff 3

### **Unsafe or improperly loaded** *Item 4*

For any Hazardous Commodities, as detailed in Tariff 2 for railcars or Tariff 3 for containers.

**Cost + 25%**

Minimum \$2000.00 as outlined in Item 52 of Tariff 2 or min \$1000.00 as outlined in Item 22 of Tariff 3

### **Major adjustment** *Item 5*

For any Hazardous Commodities, as detailed in Tariff 2 for railcars or Tariff 3 for containers.

**\$160<sup>00</sup>**

per day  
As outlined in Items 10 - 16 of Tariff 2

### **Asset use: hazardous commodity charge** *Item 7*

For any railcars of Dangerous Goods or Hazardous Materials, the daily surcharge shall be applied as described in Tariff 2.

**\$1500<sup>00</sup>**

per day  
As outlined in Items 10 - 16 of Tariff 2. Includes surcharge described in Item 7

### **Asset use: TIH** *Item 8*

For any railcars of TIH (loaded or residue), the daily rate of \$1500 per day shall apply, calculated as described in Tariff 2.

**\$2500<sup>00</sup>**

Supersedes Item 18 of Tariff 2  
Or as outlined in Item 71 of  
Tariff 3

### **Unauthorized Shipment/Use Of CP's Assets** *Item 9*

For any shipments of RSSM without an effective price authority issued by CP at the time the shipment is tendered (ref item 40), or container not in full compliance with the Intermodal Commodity Restrictions (ref item 30).

**\$500<sup>00</sup>**

+ **Extra Switching/Handling**  
Fees for the additional  
handling as per items 31 or 32  
of Tariff 2 for railcars, or Items  
35 or 36 of Tariff 3 for  
containers

### **Failure To Provide Positive Chain Of Custody** *Item 10*

For any shipment not attended by the customer as required under regulations included in Dangerous Goods Laws specific to RSSM shipments (ref Item 40). Appropriate fees for CP being unable to pick-up or unable to place a shipment, plus any additional movement or switching due to failure of positive chain of custody will apply.

**\$80<sup>00</sup>**

per container

### **Hazardous Commodity Surcharge Intermodal** *Item 11*

This surcharge shall be applied for US Domestic, Cross-Border, and International Import/Export shipments of Dangerous Goods or Hazardous Material.

## **Private equipment** *Item 20*

All Hazardous Commodities subject to this Tariff shall be transported in Private Equipment, or as detailed in the intermodal Commodity Restrictions referenced in Item 30. It shall be the responsibility of Customer to pay for the costs of the Private Equipment, including, but not limited to, lease costs. It shall be the responsibility of Customer to ensure that the Private Equipment is in serviceable condition for the safe transportation of Hazardous Commodities over rail lines, and is otherwise free of mechanical defects or failure that could result in leakage, release, spillage, dumping or other discharge of the Hazardous Commodities, or could otherwise become unsuitable for the safe transportation of the Hazardous Commodities over rail lines, and complies with:

- all applicable Canadian and United States federal, provincial, state and local laws, regulations, rules, permits and licenses; and
- industry rules, regulations and decisions applicable to private rail cars including without limitation rules established by the Association of American Railroads ("AAR") Railway Association of Canada ("RAC"), Transport Canada, the U.S. Department of Transportation and the Federal Railroad Administration.

Use of Private Equipment to transport Hazardous Commodities is limited to Private Equipment which has been authorized by CP to operate over the rail lines of CP. Where AAR form OT-5 approval is applicable or required, CP shall not be required to accept Private Equipment that does not have OT-5 approval from CP.

CP's acceptance of Private Equipment in interchange shall not relieve Customer of its obligations with respect to Private Equipment under this Tariff and shall not constitute a waiver by CP of Customer's obligations hereunder.

Shippers are responsible for product classification and selection of packaging in accordance with legal requirements.

## **Loading and documentation** *Item 21*

Customer is responsible for the safe loading, tender and unloading of all shipments of Hazardous Commodities. Customer shall prepare, bill and document for shipment, and load and unload, all shipments of Hazardous Commodities in accordance with and subject to the Dangerous Goods Laws.

Hazardous Commodities shall be properly marked, labelled and placarded by Customer as required by the Dangerous Goods Laws. Hazardous Commodities shall also be accompanied by any manifests required by Dangerous Goods Laws. Each shipping document (including the Bill of Lading) shall contain all information required by the Dangerous Goods Laws. In addition to Bills of Lading, manifests and

other documentation with each shipment under this Contract, Customer shall, upon CP's request, provide CP with accurate and descriptive chemical and physical data on the character of the Hazardous Commodities to be transported prior to the actual shipment. Customer shall have and will maintain in effect all applicable registrations, permits and licenses required under Dangerous Goods Laws to be a shipper of the Hazardous Commodities.

In the event of any leakage, release, spillage, dumping or other discharge of the Hazardous Commodities while in the custody of CP, Customer shall, at CP's request, provide prompt advice with respect to the proper method of cleanup, disposal and other remedial actions to take with respect to such leakage, release, spillage, dumping or other discharge, and Customer shall cooperate fully with CP to expeditiously and prudently abate or eliminate any hazard and to meet the requirements of all Dangerous Goods Laws; provided, however, that nothing contained in this paragraph shall alter the responsibilities and obligations of Customer under this Tariff.

Customer agrees that CP may enter Customer facilities to inspect and review all aspects of the loading of Hazardous Commodities. CP reserves the right to reject any shipment of Hazardous Commodities that it deems unsafe or otherwise unsuitable for transportation. CP's acceptance of Hazardous Commodities for transportation shall not relieve Customer of its obligations under this Tariff, shall not constitute a waiver by CP of Customer's obligations hereunder, and shall not alter the apportionment of responsibilities and liabilities under this Tariff.

## **Additional charges due to government action**

### *Item 22*

If any action or ruling by any Canadian or United States federal, provincial, state or local government precludes or restricts the transportation of any trains or cars carrying Hazardous Commodities through their jurisdiction, CP will re-price the affected traffic, providing 30 days notice to Customer.

## **Intermodal commodity restrictions**

### *Item 30*

Details on Restricted/Prohibited Commodities, Hazardous Materials, and Overweight Restrictions for Intermodal Containers apply as published in the Appendix to Tariff 1- Intermodal Safety Standards and Restricted Commodities. Any shipments not in full compliance will be assessed penalties for both Unauthorized Use and Unsafe or Improperly loaded as per Tariff 3.

## **Removal and disposition of Hazardous Materials at destination**

### *Item 35*

Final delivery of shipments of Hazardous Materials in the United States is governed by 49 CFR 174.16. Consignees are required to accept Hazardous Material shipments within 48 hours after receiving notice of their arrival in the final serving area. The 49 CFR governs the disposition of Hazardous Material cars after 48 hours.

## **Positive chain of custody of RSSM shipments**

### *Item 40*

Effective April 1st 2009, the US Department of Homeland Security's Transportation Security Administration (TSA) has mandated new security measures (reference 49 C.F.R. §1580) to enhance safe transportation of RSSM. This requires every customer originating an RSSM shipment in the US or any customer receiving an RSSM shipment in an HTUA to provide positive chain of custody, including having a representative physically present to ensure "attended transfers" of RSSM shipments. Every RSSM shipment on CP must have an effective price authority issued by CP before shipping to ensure safe routing of the shipment.





## Transportation of Toxic Inhalation Hazards / Polson Inhalation Hazards

### Application *Item 51*

In addition to any other applicable Tariffs, contracts, or agreements, the rules of items 52, 53 and 54 of this Tariff apply to commodities which are considered Toxic Inhalation Hazards (TIH) or Polson Inhalation Hazard (PIH) moving on CP without a valid TIH specific contract/agreement between CP and the Customer.

### Definitions *Item 52*

**The Customer** means any shipper of goods, payer of freight, consignee, or foreign railway that is responsible for the movement of TIH goods on CP.

**A TIH Specific Contract/Agreement** means any signed contract or agreement between CP and the customer for the movement or future movement(s) of the specific TIH commodity where indemnification and liability provisions are identified and agreed to in the contract or agreement between CP and the Customer.

### Insurance provisions *Item 53*

The Customer shall, at its own cost and expense, take out and maintain in full force and effect a Comprehensive General Liability Insurance Policy with an inclusive limit of not less than TEN (10) MILLION DOLLARS (in the currency of the originating party) per occurrence for any and all liability and indemnity obligations assumed by Customer under this Tariff. Such insurance shall include no provisions excluding loss, damage or injury arising out of or resulting from any incidents occurring, or doing business or conducting operations, on, near, adjacent to or within fifty (50) feet of any railroad track, right-of-way or facilities. Such Insurance shall specifically:

- a) name CP as an additional insured;
- b) contain a "cross-liability" clause which shall have the effect of insuring each person, firm, or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each; and
- c) provide that the policy shall not be cancelled or materially altered unless written notice is given by the Insurer to CP thirty (30) days before the effective date of such cancellation or alteration

The Customer shall, at CP's request, furnish to CP, certified copies of the insurance policies or Certificates of Insurance evidencing the above coverages.

The acquisition and maintenance of this insurance policy by the Applicant shall in no manner limit or restrict liabilities incurred by the Applicant under the provisions of this Tariff.



## Indemnification and liability

Item 54

In addition to the provisions set out above, CP shall not be liable to Customer, and Customer shall fully indemnify, defend, and hold harmless CP, from and against any and all claims, lawsuits, actions, applications, demands, complaints, loss, harm, judgments, liens, awards, costs (including, without limitation, attorney's fees and other reasonable costs of litigation), emergency response and evacuation costs, remediation costs, and government oversight costs, damages (including without limitation special and consequential damages), injury to or death of persons, or adverse effects on wildlife or the environment (collectively "Liabilities") which are caused by or arise from:

- Any failure of, or defect in Private Equipment tendered by Customer for the transportation of TIH commodity;
- Any actual or threatened discharge, release, leak or escape of the TIH commodity from the Private Equipment tendered by Customer for the transportation of TIH commodity;
- Loading, sealing and/or securing the TIH commodity by Customer in the Private Equipment;
- Removal, unloading, transfer, delivery, treatment, dumping, storage, or disposal of the TIH commodity carried in the Private Equipment; or
- Failing to properly placard or failing to provide complete and accurate shipping information concerning the TIH commodity in such Private Equipment.

However, the Customer shall have no such obligation to indemnify CP to the extent that Liabilities arise from the negligence or willful misconduct of CP.

Customer's indemnity obligations under this Item do not include claims for alleged loss, damage, or delay to the TIH commodities.

### **Joint liability**

Where Liabilities are caused in whole, or in part, by the joint, contributory, or concurrent negligence or fault of CP, responsibility for Liabilities shall be adjudicated under principles of comparative fault in which the trier of fact shall determine the percentage of responsibility for CP, Customer, and any other party. CP shall be liable only for the amount of such Liabilities allocated to CP in proportion to CP's percentage of responsibility. Customer shall be liable for all other Liabilities.

**TIH product codes** *Item 55*

This list of TIH/PIH commodities is for reference only. It includes commodities identified by item 2 of this Tariff but is not inclusive of all TIH/PIH commodities.

Hazardous materials response code	Proper shipping name	See note for additional information	Class	UN number
4821019	WASTE ALLYL ALCOHOL		6.1	UN1098
4821029	WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384
4821722	WASTE HEXACHLOROCYCLO- PENTADIENE		6.1	UN2646
4830030	WASTE SULFURIC ACID, FUMING		8	UN1831
4904210	AMMONIA, ANHYDROUS		2.2	UN1005
4904211	AMMONIA SOLUTION		2.2	UN3318
4904879	AMMONIA, ANHYDROUS		2.2	UN1005
4907409	ISOBUTYL ISOCYANATE		3	UN2486
4907434	ETHYL ISOCYANATE		3	UN2481
4909306	ISOPROPYL ISOCYANATE		3	UN2483
4909307	METHOXYMETHYL ISOCYANATE		3	UN2605
4910370	METHACRYLONITRILE, STABILIZED		3	UN3079
4916138	PENTABORANE		4.2	UN1380
4918180	TETRANITROMETHANE		5.1	UN1510
4918505	BROMINE PENTAFLUORIDE		5.1	UN1745
4918507	BROMINE TRIFLUORIDE		5.1	UN1746
4920101	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3304
4920102	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920103	COMPRESSED GAS, TOXIC OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920104	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3308
4920105	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920106	SELENIUM HEXAFLUORIDE		2.3	UN2194
4920107	DIBORANE	1	2.3	UN1911
4920108	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920110	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920111	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920112	NITRIC OXIDE, COMPRESSED		2.3	UN1660
4920113	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES		2.3	UN1975
4920115	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.		2.3	UN3355
4920122	HYDROGEN SELENIDE ANHYDROUS		2.3	UN2202
4920135	ARSINE		2.3	UN2188
4920160	PHOSPHINE		2.3	UN2199
4920164	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920165	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920167	STIBINE		2.3	UN2676

Hazardous materials response code	Proper shipping name	See note for additional information	Class	UN number
4920173	OXYGEN DIFLUORIDE, COMPRESSED		2.3	UN2190
4920174	DINITROGEN TETROXIDE		2.3	UN1067
4920175	NITROGEN TRIOXIDE		2.3	UN2421
4920178	CYANOGEN CHLORIDE, STABILIZED		2.3	UN1589
4920180	FLUORINE, COMPRESSED		2.3	UN1045
4920181	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920184	PHOSGENE		2.3	UN1076
4920187	SULFUR TETRAFLUORIDE		2.3	UN2418
4920188	TELLURIUM HEXAFLUORIDE		2.3	UN2195
4920189	CHLORINE PENTAFLUORIDE		2.3	UN2549
4920195	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920301	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.		2.3	UN3304
4920303	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920304	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920305	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920307	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920308	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920309	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920310	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920311	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920312	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920313	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920314	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920315	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920316	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920317	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920318	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920319	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920320	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920321	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920324	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.		2.3	UN3304
4920325	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920326	PHOSPHORUS PENTAFLUORIDE	2	2.3	UN2198
4920331	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3304
4920337	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920342	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE		2.3	UN3300
4920343	CARBON MONOXIDE AND HYDROGEN MIXTURE, COMPRESSED		2.3	UN2600
4920344	OIL GAS, COMPRESSED		2.3	UN1071
4920346	TRIFLUOROCHLOROETHYLENE, STABILIZED		2.3	UN1082

Hazardous materials response code	Proper shipping name	See note for additional information	Class	UN number
4920348	HYDROGEN IODIDE, ANHYDROUS		2.3	UN2197
4920349	BORON TRICHLORIDE		2.3	UN1741
4920351	CARBONYL SULFIDE		2.3	UN2204
4920352	CHLORINE TRIFLUORIDE		2.3	UN1749
4920353	ETHYLENE OXIDE		2.3	UN1040
4920354	GERMANE		2.3	UN2197
4920355	METHYL MERCAPTAN		2.3	UN1064
4920356	PERCHLORYL FLUORIDE		2.3	UN3083
4920357	SILICON TETRAFLUORIDE	3	2.3	UN1859
4920359	AMMONIA, ANHYDROUS		2.3	UN1005
4920360	AMMONIA SOLUTIONS		2.3	UN3318
4920368	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920369	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920371	TUNGSTEN HEXAFLUORIDE		2.3	UN2196
4920373	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920375	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920378	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920379	COMPRESSED GAS, TOXIC FLAMMABLE, N.O.S.		2.3	UN1953
4920380	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920381	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920382	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920392	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES		2.3	UN1582
4920394	METHYLCHLOROSILANE		2.3	UN2534
4920395	CYANOGEN		2.3	UN1026
4920396	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920398	DICHLOROSILANE		2.3	UN2189
4920399	CARBON MONOXIDE, COMPRESSED		2.3	UN1016
4920502	HYDROGEN BROMIDE, ANHYDROUS		2.3	UN1048
4920503	HYDROGEN CHLORIDE, ANHYDROUS		2.3	UN1050
4920504	HYDROGEN CHLORIDE, REFRIGERATED LIQUID		2.3	UN2186
4920508	SULFUR DIOXIDE		2.3	UN1079
4920509	NITROSYL CHLORIDE		2.3	UN1069
4920510	GAS IDENTIFICATION SET		2.3	NA9035
4920511	CARBON MONOXIDE, REFRIGERATED LIQUID		2.3	NA9202
4920513	HYDROGEN SULFIDE		2.3	UN1053
4920515	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS MIXTURES		2.3	UN1612
4920516	CHLOROPICRIN AND METHYL BROMIDE MIXTURES		2.3	UN1581
4920518	METHYL BROMIDE		2.3	UN1062
4920522	BORON TRIFLUORIDE	4	2.3	UN1008

Hazardous materials response code	Proper shipping name	See note for additional information	Class	UN number
4920526	SULFURYL FLUORIDE		2.3	UN2191
4920527	COAL GAS, COMPRESSED		2.3	UN1023
4920528	HEXAFLUOROACETONE		2.3	UN2420
4920530	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS		2.3	NA1955
4920534	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3168
4920535	PARATHION AND COMPRESSED GAS MIXTURE		2.3	NA1967
4920536	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.		2.3	UN3169
4920547	CHLOROPICRIN AND METHYL BROMIDE MIXTURES		2.3	UN1581
4920550	INSECTICIDE GASES, TOXIC, N.O.S.		2.3	UN1967
4920559	CARBONYL FLUORIDE	5	2.3	UN2417
4920570	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920571	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920715	BROMINE CHLORIDE		2.3	UN2901
4921000	TOXIC BY INHALATION LIQUID, N.O.S.		6.1	UN3382
4921003	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384
4921004	ALLYLAMINE		6.1	UN2334
4921006	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.		6.1	UN3386
4921008	METHYL PHOSPHONOUS DICHLORIDE		6.1	NA2845
4921009	CHLOROACETONITRILE		6.1	UN2668
4921010	CYCLOHEXYL ISOCYANATE		6.1	UN2488
4921016	PHOSPHORUS TRICHLORIDE		6.1	UN1809
4921019	ALLYL ALCOHOL		6.1	UN1093
4921020	ETHYL CHLOROFORMATE		6.1	UN1182
4921023	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.		6.1	UN3388
4921024	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3350
4921027	N-BUTYL ISOCYANATE		6.1	UN2485
4921028	HYDROCYANIC ACID, AQUEOUS SOLUTIONS		6.1	UN1613
4921029	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384
4921063	TRIMETHYLACETYL CHLORIDE		6.1	UN2438
4921202	DIMETHYLHYDRAZINE, UNSYMMETRICAL		6.1	UN1163
4921207	SEC-BUTYL CHLOROFORMATE		6.1	NA2742
4921211	ISOBUTYL CHLOROFORMATE		6.1	NA2742
4921213	TRIMETHOXSILANE		6.1	NA9269
4921216	PHENYL ISOCYANATE		6.1	UN2487
4921239	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL		6.1	UN3294
4921245	METHANESULFONYL CHLORIDE		6.1	UN3246
4921248	CROTONALDEHYDE	6	6.1	UN1143
4921251	DIMETHYLHYDRAZINE, SYMMETRICAL		6.1	UN2382
4921252	ISOPROPYL CHLOROFORMATE		6.1	UN2407

Hazardous materials response code	Proper shipping name	See note for additional information	Class	UN number
4921255	METHYL ORTHOSILICATE		6.1	UN2606
4921275	METHYL DICHOROARSINE		6.1	NA1556
4921287	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390
4921288	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390
4921304	METHYL IODIDE		6.1	UN2644
4921401	ACETONE CYANOHYDRIN, STABILIZED		6.1	UN1541
4921402	2-CHLOROETHANAL		6.1	UN2232
4921404	ETHYL DICHOROARSINE		6.1	UN1892
4921405	DIMETHYL SULFATE	7	6.1	UN1595
4921413	PHENYL MERCAPTAN		6.1	UN2537
4921414	CHLOROPICRIN		6.1	UN1580
4921420	ETHYLENE CHLOROXYDRIN		6.1	UN1135
4921437	PHOSPHORUS OXYCHLORIDE		6.1	UN1810
4921438	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID		6.1	UN1647
4921439	CHLOROACETONITRILE		6.1	UN2668
4921440	METHACRYLONITRILE, STABILIZED		6.1	UN3079
4921441	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.		6.1	UN3489
4921447	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.		6.1	UN3493
4921458	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.		6.1	UN3491
4921462	TITANIUM TETRACHLORIDE		6.1	UN1828
4921463	TETRAPNITROMETHANE		6.1	UN1510
4921465	THIOPHOSGENE		6.1	UN2474
4921473	PERCHLOROMETHYLMERCAPTAN		6.1	UN1670
4921487	METHYL ISOTHIOCYANATE		6.1	UN2477
4921495	2-METHYL-2-HEPTANETHIOL		6.1	UN3073
4921497	ETHYLENE DIBROMIDE		6.1	UN1605
4921558	CHLOROACETONE, STABILIZED		6.1	UN1695
4921587	PHENYL CARBYLAMINE CHLORIDE		6.1	UN1672
4921695	METHYL PHOSPHONIC DICHLORIDE		6.1	NA9206
4921722	HEXACHLOROCYCLOPENTADIENE		6.1	UN2646
4921727	BROMOACETONE		6.1	UN1569
4921730	N-BUTYL CHLOROFORMATE		6.1	UN2743
4921741	3,5-DICHLORO-2,4,6-TRIFLUOROPYRIDINE		6.1	NA9264
4921742	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS		6.1	NA2845
4921744	ETHYL PHOSPHORODICHLORIDATE		6.1	NA2927
4921745	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS		6.1	NA2927
4921746	CHLOROPIVALOYL CHLORIDE		6.1	NA9263
4921756	N-PROPYL CHLOROFORMATE		6.1	UN2740
4923113	ALLYL CHLOROFORMATE		6.1	UN1722

Hazardous materials response code	Proper shipping name	See note for additional information	Class	UN number
4923209	ARSENIC TRICHLORIDE		6.1	UN1560
4923293	THIOPHOSGENE		6.1	UN2474
4927004	IRON PENTACARBONYL		6.1	UN1994
4927006	ETHYLENEIMINE, STABILIZED		6.1	UN1185
4927007	ACROLEIN, STABILIZED		6.1	UN1092
4927008	METHYL CHLOROFORMATE		6.1	UN1238
4927009	METHYL ISOCYANATE		6.1	UN2480
4927010	NICKEL CARBONYL		6.1	UN1259
4927011	METHYLHYDRAZINE		6.1	UN1244
4927012	METHYL CHLOROMETHYL ETHER		6.1	UN1239
4927014	HYDROGEN CYANIDE, STABILIZED		6.1	UN1051
4927018	TOXIC BY INHALATION LIQUID, N.O.S.		6.1	UN3381
4927019	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3383
4927022	METHYL VINYL KETONE, STABILIZED		6.1	UN1251
4927023	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.		6.1	UN3305
4927024	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.		6.1	UN3387
4927025	N-PROPYL ISOCYANATE		6.1	UN2482
4927026	TERT-BUTYL ISOCYANATE		6.1	UN2484
4927028	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3389
4927029	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.		6.1	UN3492
4927031	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.		6.1	UN3488
4927034	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.		6.1	UN3490
4927035	ETHYL ISOCYANATE		6.1	UN2481
4927036	ISOBUTYL ISOCYANATE		6.1	UN2486
4927037	ISOPROPYL ISOCYANATE		6.1	UN2483
4927038	METHOXYMETHYL ISOCYANATE		6.1	UN2605
4927039	SULFURYL CHLORIDE		6.1	UN1834
4930024	HYDROGEN FLUORIDE, ANHYDROUS		8	UN1052
4930030	SULFURIC ACID, FUMING		8	UN1831
4930050	SULFUR TRIOXIDE, STABILIZED		8	UN1829
4930204	CHLOROSULFONIC ACID		8	UN1754
4930260	SULFURYL CHLORIDE		8	UN1834
4931201	NITRIC ACID, RED FUMING		8	UN2032
4932010	BORON TRIBROMIDE		8	UN2692
4932352	PHOSPHORUS OXYCHLORIDE		8	UN1810
4932385	TITANIUM TETRACHLORIDE		8	UN1833
4933327	ETHYL CHLOROTHIOFORMATE		8	UN2826
4935231	TRICHLOROACETYL CHLORIDE		8	UN2442
4935110	BROMINE		8	UN1744



Additional proper shipping name information						
Note	Hazardous materials response code	UN #	Class	Proper shipping name (International)	Proper shipping name (Canada)	Proper shipping name (US)
1	4920107	UN1911	2.3	DIBORANE	DIBORANE, COMPRESSED	DIBORANE
2	4920326	UN2198	2.3	PHOSPHORUS PENTAFLUORIDE	PHOSPHORUS PENTAFLUORIDE, COMPRESSED	PHOSPHORUS PENTAFLUORIDE
3	4920357	UN1859	2.3	SILICON TETRAFLUORIDE	SILICON TETRAFLUORIDE, COMPRESSED	SILICON TETRAFLUORIDE
4	4920522	UN1008	2.3	BORON TRIFLUORIDE	BORON TRIFLUORIDE, COMPRESSED	BORON TRIFLUORIDE
5	4920559	UN2417	2.3	CARBONYL FLUORIDE	CARBONYL FLUORIDE, COMPRESSED	CARBONYL FLUORIDE
6	4921248	UN1143	6.1	CROTONALDEHYDE	CROTONALDEHYDE, STABILIZED	CROTONALDEHYDE
7	4921405	UN1595	6.1	DIMETHYL SULPHATE	DIMETHYL SULFATE	DIMETHYL SULFATE

**CANADIAN PACIFIC**

**R-10**



The Trustee's arguments fail. The information the Trustee seeks to "protect" is not commercial information, and his efforts to do so violate the strong public policy in favor of public access to documents filed with the Bankruptcy Court.

### ARGUMENT

"There is a strong presumption and public policy in favor of public access to court records." *Togut v. Deutsche Bank AG, Cayman Islands Branch et al., (In re Anthracite Capital, Inc.)*, 492 B.R. 162, 170 (Bankr. S.D.N.Y. 2013). Section 107(a) of the United States Bankruptcy Code (the "Code"), codifying this strong public policy in favor of public access to documents filed in the bankruptcy court, provides that "a paper filed in a case under this title and the dockets of a bankruptcy court are public records and open to examination by an entity at reasonable times without charge." 11 U.S.C. § 107(a).

There are a few narrow exceptions to the public access presumption. The Code authorizes the Court to protect entities "with respect to a trade secret or confidential research, development, or commercial information" and to "protect a person with respect to scandalous or defamatory matter contained in a paper filed" in a bankruptcy case. 11 U.S.C. § 107(b). The Code also permits for the protection of certain personal identifiable information to mitigate, among other things, any undue risk of identity theft. 11 U.S.C. § 107(c).

Notwithstanding the exceptions, "a court's ability to limit the public's right to access remains an extraordinary measure that is warranted only under rare circumstances as 'public monitoring is an essential feature of democratic control.'" *Rivera v. Flores*, 524 B.R. 438, 443 (Bankr. D. P.R. 2015)(citations omitted). The burden is on the movant "to provide the court with specific factual and legal authority demonstrating that a particular document at issue is properly classified as 'confidential' or 'scandalous.'" *In re Anthracite Capital, Inc.*, 492 B.R. at 171

(citing *United States v. Continental Airlines, Inc. (In re Continental Airlines, Inc.)*, 150 B.R. 334, 340-41 (D. Del. 1993)). “The moving party bears the burden of demonstrating that the information it is seeking to protect from public view is both commercial and confidential.” *Id.* at 177 (citations omitted).

Section 107(b)(1) “is meant to prevent business competitors from seeing confidential business-related information and using that information to the detriment of the movant. *Id.* at 179 (citing *Gowan v. Westford Asset Mgmt. LLC (In re Dreier LLP)*, 485 B.R. 821 822-23 (Bankr. S.D.N.Y. 2013)). Commercial information is “information which would cause ‘an unfair advantage to competitors by providing them information as to the commercial operations of the [party seeking to seal the information].’” *Id.* at 178.

The Trustee, in support of his contention that the settlement sums to be paid pursuant to the Settlement Agreements constitutes confidential information, argues:

The Settlement Agreements contain specific dollar amounts to be paid by the Released Parties upon the Plan becoming effective. In the event the Plan does not become effective, the rights of third parties to sue the Released Parties will be restored in full. The Settlement Agreements also contain tolling agreements to preserve such causes of action. In that event, the Released Parties would be severely prejudiced if the amount each was willing to pay in settlement was generally known to future plaintiffs and their counsel.

*See* Motion to Seal at ¶¶ 12, 13. The information the Trustee seeks to protect is not commercial information. It has no bearing on the Released Parties’ business operations and does not give any competitors of the Released Parties’ any competitive advantage. Rather, the Trustee seeks to keep private information relating to a settlement, which, if the settlement fails because the information is disclosed, may impact the Released Parties’ leverage in future litigation. However, courts have repeatedly rejected this argument as grounds to seal and the Trustee does

not offer a single case which supports his contention that the sums to be paid by the Released Parties constitute commercial information.<sup>3</sup>

In fact, the arguments being advanced by the Trustee in this Motion were rejected by the Southern District of New York in an analogous case. In *Geltzer v. Andersen Worldwide, S.C.*, No. 05 Civ. 3339 (GEL), 2007 WL 273526 (S.D.N.Y. Jan. 30, 2007), the Southern District of New York was presented with a motion to approve a settlement agreement. The parties to the agreement sought to have the Court approve such a motion on a record which included a redacted settlement agreement which omitted the amount of the settlement at issue. The Court denied the motion. In so doing, it characterized the argument advanced in support of the motion - that “public disclosure [of the settlement amount] would enable other claimants against Andersen to determine how much Andersen is currently willing, and able, to pay in respect of the Trustee’s claim, thereby potentially undercutting Andersen’s negotiating leverage with such claimants” – as “*a wan excuse for impinging on the public’s right of access to judicial documents.*” *Andersen Worldwide*, No. 05 Civ. 3339 (GEL), 2007 WL 273526, at \* 4 (emphasis added).

Likewise, in the case of *In re Anthracite Capital, Inc.*, the Southern District of New York declined to grant a motion to seal certain documents, including, among others, a settlement agreement. In so doing, the Court not only considered, and rejected, arguments that the information the parties sought to seal was “scandalous,” “defamatory,” and “confidential and commercial,” *In re Anthracite Capital, Inc.*, 492 B.R. at 179, but also the fact that the settlement

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<sup>3</sup> The Trustee cites to *In re Dana Corp.*, 412 B.R. 53 (S.D.N.Y. 2008), which is distinguishable and which does not support the Trustee’s position. In *Dana Corp.*, no party was attempting to seal a settlement agreement. The propriety of the order sealing the agreement was not on appeal. *In re Dana Corp.*, 412 B.R. at 59. Rather, what was on appeal was whether the *Dana* Court had sufficient evidence before it (a redacted agreement) when it approved the settlement pursuant to Fed. R. Bankr P. 9019. *Id.* at 59-60.

agreement contained a “no seal, no deal” provision. *Id.* at 173 - 74. In declining to use this provision as grounds for sealing the settlement agreements at issue, the Court stated:

If [“no seal, no deal” provisions] were the standard for sealing, every settlement in a bankruptcy case would be sealed whenever a party insisted that a document be sealed. Such a test would remove the need for analysis under § 107 and would directly conflict with the statute, the common law, and the legislative history of § 107.

*Id.*, at 173.

Other courts that have considered the same issues before this Court have likewise declined to seal settlement agreements. *See In re Dreier LLP*, 485 B.R. at 822-23 (“The ‘commercial information’ exception is not intended to offer a safe harbor for those who crave privacy or secrecy for its own sake. Instead, it protects parties from the release of information that could cause them harm or give competitors an unfair advantage”); *Osborne v. American Express Travel Related Serv’s Co., Inc. (In re Global Vending, Inc.)*, Bankruptcy No. 04-23562-BKC-JKO, Adversary No. 05-2417-JKO, 2006 WL 1679732, \* 3 (Bankr. S.D. Fla. May 16, 2006)(discussing and dismissing both a “no seal, no deal” provision and the argument that the settlement sum is commercial information in support of request to seal under section 107(b)).

It is clear that the information the Trustee seeks to protect in this case – the settlement sums – is not commercial information. Consequently, well-settled public policy and the clear wording of section 107 of the Code mandate that the Motion to Seal be denied.

**RESPONSE REQUIRED BY D. ME. LBR 9013-1(f)**

As his specific response to each of the allegations contained in the Motion to Seal, the United States Trustee states as follows:

1. Paragraph 1 of the Motion to Seal contains conclusions of law to which no response is required.



2. Paragraph 2 of the Motion to Seal contains conclusions of law to which no response is required.
3. Admitted.
4. Admitted.
5. The United States Trustee lacks personal knowledge or information about the allegations contained in paragraph 5 of the Motion to Seal.
6. Admitted.
7. No response is required to paragraph 7 of the Motion to Seal.
8. No response is required to paragraph 8 of the Motion to Seal.
9. Paragraph 9 of the Motion to Seal contains conclusions of law to which no response is required.
10. Paragraph 10 of the Motion to Seal contains conclusions of law to which no response is required.
11. Paragraph 11 of the Motion to Seal contains conclusions of law to which no response is required.
12. Denied.
13. The terms of the Settlement Agreements speak for themselves. The United States Trustee denies the remaining allegations contained in paragraph 13 of the Motion.
14. Denied.
15. Paragraph 15 of the Motion to Seal contains conclusions of law to which no response is required. Answering further, the United States Trustee denies that *In re Dana Corp.*, supports the relief requested by the Trustee in the Motion to Seal.
16. Denied.

17. No response is required to paragraph 17 of the Motion to Seal.

**CONCLUSION**

WHEREFORE, the United States Trustee requests that the Court deny the Motion to Seal and such further and other relief as the Court deems just and proper.

Dated at Portland, Maine this 11<sup>th</sup> day of June, 2015.

Respectfully submitted,

WILLIAM K. HARRINGTON  
UNITED STATES TRUSTEE

By: /s/ Jennifer H. Pincus  
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Jennifer H. Pincus, Esq.  
United States Department of Justice  
Office of United States Trustee  
537 Congress Street  
Portland, ME 04101  
Phone: (207) 780-3564

**CERTIFICATE OF SERVICE**

I, Jennifer H. Pincus, being over the age of eighteen and an employee of the United States Department of Justice, U.S. Trustee Program, hereby certify that on June 11, 2015, I electronically filed the forgoing Objection of the United States Trustee to Motion for Entry of Order Authorizing Filing of Settlement Agreements Under Seal which was served upon each of the parties set forth on this Service List via U.S. mail, postage prepaid, on June 11, 2015. All other parties listed on the Notice of Electronic Filing have been served electronically.

Dated at Portland, Maine this 11th day of June, 2015.

/s/ Jennifer H. Pincus

**Service List:**

N/A

N<sup>o</sup>: 450-11-000167-134

PROVINCE DE QUEBEC  
COUR SUPERIEURE  
DISTRICT DE ST-FRANCOIS

**DANS L'AFFAIRE DE LA PROPOSITION OU  
PLAN D'ARRANGEMENT DE:**

**MONTREAL, MAINE & ATLANTIQUE  
CANADA CIE**

Debitrice

et

**RICHTER GROUPE CONSEIL INC.**

Syndic

et

**COMPAGNIE DE CHEMIN DE FER  
CANADIEN PACIFIQUE,**

Requerante

103037/111372-00027

BE1339

**AVIS DE COMMUNICATION DE PIÈCES  
ADDITIONNELLES DE LA REQUERANTE**

(Article 331.2 C.p.c.)

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