

Rail Provisions

The foregoing provisions shall apply to Transaction(s) where the Product sold pursuant to the Agreement will be transported by railcars.

1. **Seller's Railcars.** The foregoing provisions shall apply to Transaction(s) where railcars owned or leased by Seller are used to deliver the Product:
 - (a) Time. For the purpose of detention, time shall start at the first 00:01 after the loaded railcars are either Constructively Placed or Actually Placed (whichever occurs first) at the unloading Terminal. For the purpose of detention, time shall end when all railcars are fully unloaded and made available at the unloading Terminal for transport or on behalf of Seller. Buyer shall be liable for detention charges to the extent it delays discharge of the railcars beyond the allowed freetime. Buyer shall also pay to Seller, upon receipt of Seller's invoice, for any demurrage, additional freight, or storage charges, including, but not limited to, as a result of Buyer causing delay to Seller's railcars (if the railroad re-routes, etc.).
 - (b) Rates and Payment. The allowed freetime and associated demurrage charges shall be as per the applicable railroad tariff and the allowed freetime and associated detention charges shall be seventy-five dollars (\$75) per railcar per Calendar Day. Detention charges shall not apply to the first five Calendar Days of delay.
 - (c) Buyer shall be responsible for protecting Seller's railcars against theft, injury or damage while under its control.
 - (d) No Diversion. Buyer will not divert Seller's railcars or consign them to any other routing or to any other destination than that set out in the bill of lading instructions without obtaining the prior written consent of Seller. All diversion charges, additional freight charges and any other costs or expenses incurred, sustained or paid by Seller from such diversion shall be for Buyer's account. Buyer may use the Seller's railcars only for the discharge of the Product at the unloading Terminal.

2. **Buyers' Railcars.** The foregoing provisions shall apply to Transaction(s) where the Product will be transported by Buyer's railcar:
 - (a) Time. For the purpose of detention, if railcars have been either Constructively Placed or Actually Placed at the loading Terminal, time shall start at the first 00:01 after the expiration of the loading window for the Product agreed to between the parties.. For the purpose of detention, time shall end when all railcars are fully loaded and made available at the loading Terminal for transport or on behalf of Buyer. Seller shall be liable for detention charges to the extent it delays discharge of the railcars beyond the allowed freetime.
 - (b) Rates and Payment. The allowed freetime and associated demurrage charges shall be as per the applicable railroad tariff and the allowed freetime and associated detention charges shall be seventy-five dollars (\$75) per railcar per Calendar Day. Detention charges shall not apply to the first five Calendar Days of delay.
 - (c) Seller shall be responsible for protecting Buyer's railcars against theft, injury or damage while under its control.

(d) No Diversion. Seller will not divert Buyer's railcars or consign them to any other routing or to any other destination than that set out in the bill of lading instructions without obtaining the prior written consent of Buyer. All diversion charges, additional freight charges and any other costs or expenses incurred, sustained or paid by Buyer from such diversion shall be for Seller's account. Seller may use the Buyer's railcars only for the loading of the Product at the loading Terminal.