



MITA 2-A

Item: 520-E
PROHIBITED & RESTRICTED ARTICLES

PROHIBITED AND RESTRICTED ARTICLES

A. Prohibited Articles: The following Prohibited Articles will not be accepted and UPRR will not accept responsibility for these Prohibited Articles shipped in Intermodal Units over the lines of UPRR. Any articles named herein, shipped in violation of this Item 520 may be forfeited **and** will be assessed a surcharge of **Ten Thousand Dollars (\$10,000.00)** per Intermodal Unit. This surcharge will be in addition to the applicable FAK (Freight All Kinds) rate and any other charges applicable to the Prohibited Article Shipment.

1. Any article, product, Commodity or substance considered to be illegal contraband by any state or federal government entity, forbidden to be owned, possessed or forbidden to be transported by any government entity.
2. Blacks (carbon gas or oil blacks), lamp blacks or vegetable blacks, dry NEC, not activated, no dyes or dyestuffs when loaded in railroad controlled equipment.
3. Bulk commodities when loaded in railroad controlled equipment.
4. Coal or coke when loaded in railroad controlled equipment.
5. Hazardous Materials of Asbestos, Class 6 or any subsidiary Class 6, Class 7 (radioactive material) and hazardous waste or liquids, as described in the current edition of DOT CFR 49, Parts 106-180 Hazardous Materials Regulations and the Hazardous Materials section of this MITA when shipped in railroad controlled equipment.
6. Hides, furs, pelts or skins, green or green salted when shipped in railroad controlled equipment.
7. Municipal garbage waste, solid, digested and ground, fertilizer material when shipped in railroad controlled equipment.
8. Municipal garbage waste, solid, digested and ground, other than sewage waste or fertilizer when shipped in railroad controlled equipment.
9. Sodium compounds (STCC 28-123-NN) when shipped in railroad controlled equipment.
10. Batteries, used, (electric) spent, with or without chemicals having value for reclamation of materials.
11. Used machinery, equipment, auto parts; assembled or in components moving in rail owned or leased equipment.
12. Hazardous materials listed by the AAR as Toxic by Inhalation (T.I.H.). (Effective 1/1/2006)

B. Restricted Articles: The following list of Restricted Articles will not be accepted nor will the UPRR accept responsibility for these articles in Intermodal service unless a special rate or agreement is made and on file with UPRR not less than seventy-two (72) hours prior to Shipment being tendered to UPRR for shipment. In no event will it be permissible for any Commodity identified in this Restricted Articles section to be shipped over UPRR lines unless a special rate has been

established. Under no circumstances are FAK rates acceptable for the movement of Restricted Articles. Additionally, any articles named herein, shipped in violation of this Item will be assessed a surcharge of **Six Thousand Dollars (\$6,000.00)** per Intermodal Unit. This surcharge will be in addition to the special rate that would have been established had it been requested and any other charges applicable to the Restricted Article Shipment. UPRR reserves the right, at its sole discretion, to hold any Intermodal Unit containing Restricted Articles at an Intermodal Facility until assessed charges, which may include but are not limited to the special rate, surcharge, and any Accessorial charges resulting from handling or holding at the Intermodal Facility, are paid in full.

- a) The actual shipper and its agents agree to properly describe, package and block and brace the cargo to prevent longitudinal and lateral movement in accordance with industry accepted blocking and bracing practices as provided by the Association of American Railroads pamphlet 45 and as specified by the Code of Federal Regulations (CFR) 49 in addition to all local, state and federal regulations.
 - b) UPRR will not be held liable for any losses or damages, direct, indirect special, consequential or punitive, that result from delay or an interruption of rail services, nor does the carrier guarantee rail services on any schedules, published, projected or implied. The provisions of this agreement are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
 - c) The Shipper agrees to indemnify, defend and hold UPRR harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses / costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss / damages resulting from or arising out of the shipper's negligence in the preparation and transportation of Restricted Articles.
 - d) The Shipper acknowledges that UPRR makes no representations as to the suitability of the above mentioned Commodity for rail transportation, the Shipper further acknowledges that there are significant differences in the forces exerted on the cargo in rail transportation that may require additional packing and Blocking and Bracing measures for the Commodity to move safely.
 - e) All other provisions of Union Pacific's, Master Intermodal Transportation Agreement (MITA), remain in effect. The MITA also sets forth other terms and provisions under which this movement may be made including full liability coverage under 49 USC 11706 see Item 320 of this document.
1. Aircraft, aircraft parts, airplanes, airplane parts, airplane components; helicopters, helicopter parts or components, or any other instrumentality used for flying.
 2. Animals, game, fowl, or poultry, live, refrigerated, frozen, fresh meat and packing house products and dressed poultry as described in Items 67780 through 68010 of UFC 6000-series.
 3. Animals, fish, or fowl, trophies, stuffed or mounted, or research cadavers.
 4. Bulk commodities unless shipped in privately owned or controlled Intermodal Units with the cargo properly secured, blocked, and braced for rail transportation.
 5. Ceramics, pottery, glassware, crystal, and china other than those shipped at a released value of 35 cents per pound.
 6. Cigarettes and tobacco products. Shipper is solely responsible for ensuring that any Cigarettes or tobacco products tendered for shipment in an Intermodal Unit are protected with a waterproof barrier that is not less than five (5) millimeters thick. **NOTE:** Failure by Shipper to secure and completely enclose any Cigarette or tobacco products Shipment as required herein will relieve UPRR from any loss or damage to Shipment caused by moisture.
 7. Coal or coke unless shipped in privately owned or controlled Intermodal Units with the cargo

properly packaged, secured, blocked and braced for rail transportation.

8. Extraordinary value, generally items where the size of the item bears little relationship to the value of the cargo or an item whose value cannot be accurately assessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses; jewelry, other than costume or novelty; postage stamps; United States mail of any class; precious metals or articles manufactured therefrom; precious stones, revenue stamps; antiques; collectibles; or other related or unrelated old, rare or precious articles of extraordinary value, and all individual items worth more than \$10,000 each or where a Intermodal Unit Shipment of the Commodity is worth more than \$250,000.
9. Fish, shellfish, crustaceans, fresh or frozen.
10. Fresh fruits or vegetables, of any kind.
11. Hides, furs, pelts or skins, green or green salted unless shipped in privately owned or controlled Intermodal Units with the cargo properly packaged, secured, blocked and restrained for rail transportation. All Shipments must be properly lined with a durable liner to prevent **any** leakage. The Waybill Shipper will be responsible for all associated clean up costs of the facilities and any equipment remediation that may occur from any hide, pelt or fur Shipment documented to be leaking on UPRR property.
12. Ice, ice cream and/or frozen novelties.
13. Loaded temperature-controlled Trailer or Containers billed as FAK (Freight All Kinds), or any temperature controlled Shipments. (See Item 550 for provisions to apply)
14. Marine vessels of any kind including ships, boats, canoes, launches, yachts, or sailboats.
15. Medical equipment, medical supplies, or medical hardware including x-ray machines, CT scanning devices or MRI devices.
16. Medicines, drugs, pharmaceuticals, prescription and non-prescription medication.
17. Metal products shipped in coils, rolls, reels, or spools, when the gross weight of the product and packaging exceeds 3,500 lbs. (1591 kg) per package. (See Item 540).
18. Military communications outfits, as described in Item 73785 of Uniform Freight Classification Code (UFC).
19. Military tracking, radar, communications equipment, electronics, or surveillance equipment.
20. Any items moving in conjunction with a military field exercise.
21. Missiles, guided or rockets, guided; guidance systems or electronic guidance control apparatus for installation in missiles or in missile sections; missile or rocket frame assemblies containing electronic apparatus, or mobile missile guidance control systems, as described in Items 69093 through 69098 of Tariff UFC 6000-series.
22. Motor vehicles of any kind unless individually crated and properly blocked and braced for rail transportation.
23. Over Dimensional shipments (See Item 440).
24. Plants, living or fresh cut including Christmas trees, floral or nursery stock.
25. Raw wooden logs when shipped in railroad controlled equipment.

26. Trailers, modular housing, pre-fabricated housing, modular or pre-fabricated offices, carts, freight or passenger. Buildings, houses or offices; fabricated or portable.

27. Used business equipment, office furnishings or furniture.

28. Used household goods, furnishings, or furniture.

29. Used machinery, equipment, auto parts; assembled or in components moving in private equipment.

30. Used tires.

31, [c] Domestic shipments of Consumer Electronics. Union Pacific's liability for the contents of any Domestic Intermodal shipments of Consumer Electronics will be limited to \$100,000.00. However, the maximum liability limit described in MITA Item 310-series can be obtained by contacting UPRR Damage Prevention at 402-544-3791 to obtain a high value STCC Code and providing an executed seal agreement and complying with all the terms and conditions therein. (See MITA Item 345-series). **(Effective date postponed until March 1, 2008)**

UPRR reserves the right to refuse Commodities in addition to those listed in this Item 520 at its sole discretion.