



MITA 2-A

Item: 540-B
METAL PRDCTS SHPPD INTRMDL UNITS

METAL PRODUCTS SHIPPED IN INTERMODAL UNITS

The following lists of metal products when shipped in an Intermodal Unit on UPRR shall be considered a Restricted Commodity. In addition to the special terms and conditions set forth in sections A), B) and C) of this Item 540, a special AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR (example follows paragraph C) herein) must be signed by the Shipper and on file with UPRR not less than twenty-four (24) hours prior to tender of the Intermodal Unit to UPRR.

Failure to follow any of the special terms and conditions as set forth in this MITA, by any party tendering to UPRR any coiled metal products described below herein, and those terms set forth in the AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR will result in that party being fully liable for any incident and all associated costs resulting from tendering an Intermodal Unit containing any coiled metal product to UPRR. This liability may include, but is not limited to; derailments, injuries, death, damage or destruction of property, equipment, Commodity, or UPRR Intermodal Terminal or train operation interruption costs.

THE SHIPPER, OR ANY PARTY TENDERING COILED METAL PRODUCTS ON BEHALF OF SHIPPER, SHALL DEFEND, INDEMNIFY AND HOLD UPRR HARMLESS FROM AND AGAINST ANY ACTS OF NEGLIGENCE OR DAMAGES OF WHATSOEVER KIND RESULTING FROM A PARTY FAILURE TO FOLLOW THE PROVISIONS OF THIS ITEM 540.

STCC No Commodity Description

- 3312145 - STEEL, SEMI-FINISHED, IN LENGTHS (COLD REDUCTION BREAKDOWNS) IN ROLLS
- 3312332 - SHEET, STEEL, (SHEET STEEL) IN COILS. PLAIN OR GALVANIZED
- 3312340 - SHEET. IRON OR STEEL FLAT OR IN COILS. GALVANIZED AND LAMINATED WITH THERMOPLASTIC COAL TAR BASED RESIN ON ONE SIDE AND A POLYMER COATING ON THE REVERSE SIDE
- 3312346 - STEEL, STRIP, IN COILS
- 3312350 - SHEETS, HOT ROLLED, IRON OR STEEL 13 GAUGE OR THICKER IN COILS
- 3312355 - SHEETS, COLD ROLLED, IRON OR STEEL, IN COILS, FOR GALVANIZING. IN STRAIGHT OR MULTIPLE LOADS
- 3312445 - WIRE RODS, IRON OR STEEL ROLLED
- 3312455 - RODS, IRON OR STEEL, COILED, ROUGH HOT ROLLED
- 3315120 - WIRE ROPE OR STRAND, IRON OR STEEL
- 3315130 - WIRE CABLE, IRON OR STEEL, NOT INSULATED
- 3315530 - WIRE, COPPER CLAD OR COPPERWELD STEEL, COVERED, INSULATED OR PLAIN
- 3315532 - WIRE ROPE OR STRAND, IRON OR STEEL
- 3315535 - WIRE STRAND, IRON OR STEEL, ALUMINUM COATED

3315541 - WIRE, IRON OR STEEL PLASTIC COATED

3315545 - WIRE, IRON OR STEEL, ACID COPPERED, GALVANIZED, PAINTED, PLAIN OR TINNED, OR ALUMINUM, BRASS, BRONZE, CADMIUM OR COPPER COATED, NEC

3352112 - ALUMINUM SHEET, HOT ROLLED, IN COILS

3352335 - RODS, ALUMINUM OR ALUMINUM ALLOY

3356951 - BARS, PIPE, PLATES, RINGS, RODS, SHEETS, STRIP OR TUBING, OR OTHER FORMS OR SHAPES, NEC, METAL OR METAL ALLOY, NEC, NOT IRRADIATED NOR REQUIRING PROTECTIVE SHIELDING

3357110 - ALUMINUM OR ALUMINUM ALLOY WIRE, SOLID OR WITH STEEL CORE, PLAIN

3357120 - CABLE, ELECTRIC, ALUMINUM, NEC, NOT INSULATED, WITH OR W/O STEEL CORES

3357210 - WIRE, BRASS, BRONZE OR COPPER, PLAIN

3357215 - WIRE ROPE OR STRAND, BRASS, BRONZE OR COPPER, PLAIN

3357220 - WIRE ROPE OR STRAND, BRASS, BRONZE OR COPPER, WITH STRANDS OF STEEL WIRE

3357225 - CABLE, ELECTRIC, BRASS, BRONZE OR COPPER, NEC

3357320 - WIRE, LEAD

3357345 - WIRE, NICKEL, NICKEL-COPPER OR NICKEL IRON CHROMIUM ALLOY

3357350 - WIRE, FERRO-COBALT-NICKEL ALLOY

3357360 - WIRE, ZINC OR ZINC ALLOY

3357361 - WIRE, METAL, NEC, OR METAL ALLOY, NEC, NOT IRRADIATED NOR REQUIRING PROTECTIVE SHIELDING

3357362 - WIRE, MOLYBDENUM, NEC, NOT IRRADIATED NOR REQUIRING PROTECTIVE SHIELDING

3357390 - WIRE, NEC

3357410 - WIRE, BRASS, BRONZE OR COPPER, COVERED OR INSULATED

3357415 - WIRE ROPE OR STRAND, BRASS, BRONZE OR COPPER, COVERED OR INSULATED

3357420 - ALUMINUM OR ALUMINUM ALLOY WIRE, SOLID OR WITH STEEL CORE, INSULATED

3357423 - CABLE ELECTRIC, ALUMINUM, NEC, INSULATED, WITH OR W/O STEEL CORES

3357425 - CABLE, ELECTRIC, ALUMINUM, BRASS, BRONZE OR COPPER, STEEL ARMORED, LEAD COVERED OR ARMORED LEAD COVERED

3357445 - WIRE, IRON OR STEEL, COVERED OR INSULATED, NEC

3481610 - BARBED OR TWISTED WIRE, IRON OR STEEL, ACID COPPERED, GALVANIZED, PAINTED, PLAIN OR TINNED OR ALUMINUM, BRASS BRONZE, CADMIUM OR COPPER

3481615 - WIRE, BARBED, ALUMINUM OR ALUMINUM ALLOY, SOLID OR WITH STEEL CORE

3499466 - RODS, IRON OR STEEL, ALUMINUM COATED, COILED (NOT ALUMINUM RODS WITH STEEL CORE)

3499468 - WIRE, ALUMINUM OR ALUMINUM ALLOY, COPPERCLAD

A. General Blocking and Bracing Requirements:

1. Shipments of coils, rolls, reels, or spools (Commodity(ies) must be palletized or on the prescribed load roll Pallet (LRP) or an equivalent weight distribution device.
2. Maximum weight of coils, rolls, reels, or spools is 12,500 lbs. or 5,681.8 kg or as amended by contract addendum.
3. All Commodities must be blocked and braced with 2 inch by 6 inch (2x6) laminated (two high independently nailed) dimensional lumber in the lateral and longitudinal direction with 16 penny nails applied in a staggered nailing pattern spaced 4 to 5 inches apart.
4. When loading heavy or concentrated weight Commodities, no more than 25,000 lbs. may be uniformly distributed over any 10 linear feet within the Intermodal Unit. In lading with small supporting bases, no more than 3,500 lbs. may be on a floor area of less than 25 square inches (minimum dimension 3.1 inch x 8 inch) with such areas no closer than 35 inches to one another.
5. Coil strips (slits) must be unitized in stacks not to exceed 45 inches high and secured to the Pallet.

B. Rate Authority: Rates applicable on Shipments of coiled, rolled, reeled or spooled metal products described in this Item are published in Special Commodity Quote (SCQ) 46133, or any special rates agreed to and published by UPRR in SCQ's.

C. Required Signed Agreement: Prior to UPRR's acceptance of Intermodal Units containing any of the Commodities listed above in this Item 540, Shippers, Intermodal Marketing Companies (IMC's), Ocean Carriers, Brokers, or their Agents are required to enter into a signed agreement with UPRR agreeing to the provisions of this Item 540 which outlines the conditions under which UPRR will accept Shipments of coiled, reeled, spooled or rolled metal products for transportation in Intermodal service. To obtain a written copy of the "AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR" contact:

Union Pacific Railroad Company
Union Pacific Center
Freight Loss and Damage Prevention Group
1400 Douglas Street, Stop 1250
Omaha, NE 68179
Phone: (402) 544 -3791
Fax: (402) 233-2920

Failure by any of the above mentioned responsible parties to execute this AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR shall not relieve that party from any of the terms and conditions thereof.

AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR

Shippers tendering Shipments of Commodities covered by this Item 540 are required to enter into the following agreement:

- (a) All items described above must be shipped in an Intermodal Unit that is suitable for the Shipment of concentrated loads. The Intermodal Unit must be approved by the equipment owner/supplier for the Shipment of metal products and meet all current governmental regulations, trucking, and A.A.R. standards.
- (b) The maximum weight per coil, roll, reel, or spool is 12,500 lbs, or as may be provided in a contract between the parties that makes reference to this MITA. The maximum total cargo in the Intermodal Unit must not exceed the manufacturer's specifications or government regulations.

- (c) All coiled, rolled, reeled or spooled metal products must be securely fastened by an accepted method to a load roll Pallet or similar weight distribution system and that distributes the weight of the Shipment evenly across the floor surface of the Intermodal Unit. The weight distribution device must be capable of withstanding the rigors of rail transportation and approved by UPRR's Damage Prevention or Mechanical Maintenance Group.
- (d) Coiled, rolled, reeled or spooled metal products are prohibited from shipping as FAK (Freight All Kinds) and must be clearly identified on shipping papers by the appropriate STCC number and commodity description. In addition, the notation "Coiled, Rolled, Reeled or Spooled Metal Product" must clearly appear on all shipping papers and Waybill.
- (e) The Intermodal Unit must be inspected by the Shipper prior to loading to determine it's suitability for high density Shipments, to detect the existence of any structural damage, rust or other condition that would render the Intermodal Unit unfit for service for transporting coiled, reeled, rolled or spooled metal products. Shipper's failure to detect any structural damage or any defect that would render the Intermodal Unit unfit for the transport of coiled metal products shall not relieve it from any damages resulting from failure of the Intermodal Unit during transit.
- (f) Shipments of metal coiled, reeled, rolled or spooled products must comply with and will be subject to all other provisions of this MITA.
- (g) Following the above guidelines will be evidence of the Shipper's due care.
- (h) IN ADDITION TO THE PROVISIONS OF PARAGRAPH (I) HEREIN, ANY PARTY TENDERING THE CARGO TO UPRR COMPANY AGREES TO INDEMNIFY AND HOLD UPRR AND ALL OTHER RAIL CARRIERS HARMLESS FOR ANY AND ALL DAMAGES RESULTING FROM THE TRANSPORTATION OF COILED, ROLLED, REELED, OR SPOOLED METAL PRODUCTS TENDERED BY THE WAYBILL SHIPPER, OR ANY OF ITS AGENTS. All parties tendering the cargo acknowledge its familiarity with all aspects of this MITA, the requirements for proper loading, the A.A.R. loading requirements.
- (i) As an alternative to the conditions set forth in sub paragraph (h), the party tendering the cargo can provide written verification that the tendering party and every party that has shipped, loaded or arranged transportation of the metal coils, reels, rolls or spools has in force a policy of insurance covering its business activities and expressly covering the shipment of or the handling of metal coils, in the amount of \$1,000,000.00 (One Million Dollars), which names UPRR as additional insured.
- (j) Any Shipment that fails to comply with the conditions set forth above will be removed from transportation and placed in storage pending further disposition. The entity tendering the Commodity who fails to comply with the above guidelines will be assessed an additional surcharge of **\$10,000.00 (Ten Thousand Dollars)**, for each Intermodal Unit, as liquidated damages to cover the cost of additional handling or any disruption of service. Storage Charges and recouping charges will be in addition to all other applicable transportation charges. UPRR may, at its option, retain the Shipment until all fees and costs, including liquidated damages have been paid.
- (k) The above conditions are minimum standards and do not relieve the Shipper of its duty to tender cargo that is loaded with reasonable care given the inherent nature of the Commodity.

[c]

Date _____	Actual Shipper _____	Representing _____
Date _____	Shipper's Agent _____	Representing _____
Date _____	Waybill Shipper _____	Representing _____
Date _____	Equipment Provider _____	Representing _____