CP’S GUIDE TO PRODUCTS AND SERVICES

Tariff 1

www.cpr.ca
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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Frequently asked questions please visit www.cpr.ca
What CP can do for you

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 inherent 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. Please go to our website for further information on Canadian Pacific Logistics Solutions at www.cpr.ca.
What we move

**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.

**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.

**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
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 32

Automotive compounds Item 33
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.

### 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

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.
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

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<th>Included =</th>
<th>Optional service for additional fee =</th>
<th>Intermodal</th>
<th>Transload</th>
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<td>Not available =</td>
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</table>

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 41a

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 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?  Item 42

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 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.

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 28 have been fulfilled. If you aren’t sure how to do it right or you need help, please contact our Damage Prevention Team at contact_dpfc@cpr.ca.
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 16.

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<tr>
<th>Included = ✓</th>
<th>Not available = ✗</th>
<th>Optional service for additional fee = ●</th>
<th>Intermodal</th>
<th>Transload</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>One in-gate or out-gate at the terminal, per trailer/chassis</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Direct shipment transfer between trailer/chassis and railcar</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
<td>✗</td>
</tr>
<tr>
<td>Load &amp; secure vehicles, or unload vehicles</td>
<td>✗</td>
<td></td>
<td></td>
<td>✗</td>
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</table>

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 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 28 have been fulfilled. If you aren’t sure how to do it right or you need help, please contact our Damage Prevention Team at contact_dpfc@cpr.ca.

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 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.

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 15, 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.

- 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 18 and 25 for more specific shipping guidelines for intermodal, transload or automotive shipments.
Intermodal Rules & Regulations

Please refer to pages 10 and 15 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 (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, 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. 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.

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 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. 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. 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).

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<table>
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<td>Pick up of released car</td>
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<td>One switch per scheduled service day</td>
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<td>Standing instructions</td>
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<td>Specific switching requests</td>
<td>●</td>
</tr>
<tr>
<td>Move unreleased cars to execute or placement or pick up</td>
<td>●</td>
</tr>
<tr>
<td>Move cars after placement</td>
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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

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

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 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. Rail equipment must be approved for potential loading on a railroad as specified in the Association of American Railroads Circular OT-5 for Rules Governing the Assignment of Reporting Marks, Mechanical Designations and for the Use of Private Equipment, by submitting a Loading Authority (OT-5) application to the linehaul carrier for the loading location.

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 for details. Charges per Tariff 2 for cars without OT5 approval will apply. 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  

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.

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 rail yard 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 96 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  

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  

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, and submit substantiating evidence (e.g. pictures) 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 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 28 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.
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 times 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.

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 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 96 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 10 and 15 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 page 15 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.
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 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

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 37.

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, 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.
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 affect 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
• All Wood Packing Material (pallets, crates, boxes and/or dunnage) must be marked an approved international stamp certifying compliance with the international standard and/or regulatory standard

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 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
Fax 1-877-685-3555
E-mail contact_dpfc@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 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.

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 you’re not sure.
### Important Components of a Complete Bill of Lading

**Item 122**

<table>
<thead>
<tr>
<th>AAll shipments require this information:</th>
<th>To cross a national border:</th>
<th>To ensure safety when shipping hazardous commodities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Equipment details: initial, number, size, type, etc</td>
<td>• Customs broker</td>
<td>• UN number</td>
</tr>
<tr>
<td>• Payer of freight or “billable party”</td>
<td>• Country of origin</td>
<td>• Class number</td>
</tr>
<tr>
<td>• Shipper’s name and full address</td>
<td>• Invoice value and currency (if inbound)</td>
<td>• Packing group</td>
</tr>
<tr>
<td>• Consignee’s name and full address</td>
<td>• Full shipper/exporter name and full address</td>
<td>• 24-hour telephone number</td>
</tr>
<tr>
<td>• Any other parties related to the shipment including any delivery information</td>
<td>• Full consignee/importer name and full address</td>
<td>• Emergency response plan # &amp; phone #</td>
</tr>
<tr>
<td>• Origin, destination and route</td>
<td>• ITN, T&amp;E, CCN, and any other required information required. Please consult your customs broker</td>
<td>• Any other information required for your commodity and region(s)</td>
</tr>
<tr>
<td>• Load or empty status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Detailed commodity description and STCC (Standard Transportation Commodity Code) for all commodities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All seal numbers affixed to secure equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Net weight, weight terms (e.g., kg or tons)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Total # of pieces and package type to the smallest package size</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Shipping authority (contract/tariff #)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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
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. 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.

Wood Packing Material & Cross Border Traffic  Item 132

For all import loads or empty shipments tendered to CP, Customer must represent and warrant that any Wood Packaging Material (WPM) that is used to support or brace the cargo shall be either heat treated or fumigated with methyl bromide and marked with an approved international stamp certifying compliance with the international standard and in compliance to applicable regulations. WPM shall constitute but not be limited to pallets, crates, boxes and/or dunnage. The Customer shall further represent and warrant that interior and exterior of all commodities, packaging or equipment shall be free of pests including insects (live or dead), insect larva, insect eggs and weed seed prior to the shipment being tendered.

Shipments will be denied entry/border crossing should the shipment not conform to the above or the standards as outlined by applicable government and regulatory requirements. Non-compliance shall be subject to any applicable fee as outlined in CP Tariffs and may be immediately re-routed for export from Canada or US Border locations at customer expense. CP reserves the right to request that Shipper or Billable party provide proof of compliance to regulations and standards associated to WPM.

Safe transportation  Item 133

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 contact_dpfc@cpr.ca for more details.

Common rail transit supplemental services  Item 134

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, 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 37.
Payment Item 140

Payment must be made no later than the due date on your invoice. Appropriate electronic payment options include CP’s online Manage Invoices tool. For additional electronic invoicing and payment options, please contact CP’s e-Business team by email at 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 as indicated above together with the documentation required to support the dispute, as per Table A below. A dispute must be made electronically through the Manage Invoices tool available on Customer Station, 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, the type of dispute and documentation required to support the dispute as per Table A below. Disputes submitted without the proper documentation will be declined. 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.

Table A: Documentation Required to support a Freight Dispute

<table>
<thead>
<tr>
<th>Type of Dispute</th>
<th>Rate Authority (CPRS or Foreign Road)</th>
<th>Amount Expected</th>
<th>Correspondence to prove dispute is valid (If available)</th>
<th>Bill of Lading or Purchase Order</th>
<th>Contact Person</th>
<th>Correct Payer of Freight</th>
<th>Duplicate Invoice No. &amp; Date</th>
<th>Payment Information (Check #, Total Amount, check date, details or check remittance)</th>
<th>Foreign Line Contact (Email &amp;/or Phone#)</th>
<th>Correct Reference, PO or Branch Number</th>
<th>Total # of Cars shipped or car numbers or other invoice numbers (provide reason if incentive amount is not met)</th>
<th>Tax Exemption Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incorrect Rate Applied</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Surcharge Error</td>
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<td></td>
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<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incorrect Bill to Party</td>
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<td></td>
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<td>Duplicate Invoice</td>
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<td>No Physical Move</td>
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<td>Already Paid</td>
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<td>Movement/ Service should be Free</td>
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<td>Incorrect Reference Number or Branch</td>
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<td>Supplemental Surcharges Incorrect</td>
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<td>Incentive Rate Errors</td>
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<td>Tax Issues</td>
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<td>Origin/Destination/Route Error</td>
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<td>Operations (eg. Derailment, Pulled in Error Error)</td>
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<td>Additional Disputes not covered above</td>
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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

For the most complete and up-to-date contact list, please visit www.cpr.ca or call 1-888-333-8111 for assistance.

<table>
<thead>
<tr>
<th>Team</th>
<th>Phone</th>
<th>Fax</th>
<th>Internet/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>24 Hour Emergency Contact</strong></td>
<td>800-716-9132</td>
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<tr>
<td><em>In case of a railway or safety emergency</em></td>
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<tr>
<td><strong>Get set-up to ship</strong></td>
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<tr>
<td>e-Business Team</td>
<td>888-333-8111</td>
<td><a href="mailto:eB_Support@cpr.ca">eB_Support@cpr.ca</a></td>
<td></td>
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<tr>
<td><em>For assistance with online tools and</em></td>
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<tr>
<td><em>electronic shipping instructions</em></td>
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<tr>
<td>Quote Request For Rail Services</td>
<td>877-277-7283</td>
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<tr>
<td><em>To set-up service and get a quote</em></td>
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<tr>
<td>Quote Request For Intermodal Services</td>
<td>877-225-5277</td>
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<tr>
<td><em>To set-up Intermodal Terminal or Door</em></td>
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<tr>
<td><em>service and get a quote</em></td>
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<tr>
<td>Damage Prevention &amp; Claim Services</td>
<td>888-333-8111</td>
<td>877-685-3555</td>
<td><a href="mailto:contact_dpfc@cpr.ca">contact_dpfc@cpr.ca</a></td>
</tr>
<tr>
<td><em>For assistance with safe loading practices</em></td>
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<tr>
<td>Credit Office</td>
<td>877-404-0433</td>
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<tr>
<td><em>For assistance with applying for credit</em></td>
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<tr>
<td><strong>Manage your shipments</strong></td>
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<tr>
<td>Customer Service Team “CST”</td>
<td>888-333-8111</td>
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<tr>
<td><em>For assistance with problem resolution</em></td>
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<tr>
<td>Customer Service Operations “CSO” - Canada</td>
<td>800-704-4000</td>
<td>800-420-5655</td>
<td><a href="mailto:CSF_CAN_Customer_Contact@cpr.ca">CSF_CAN_Customer_Contact@cpr.ca</a></td>
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<tr>
<td><em>For local rail service requests in Canada</em></td>
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<tr>
<td>Customer Service Operations “CSO” – US</td>
<td>888-872-8720</td>
<td>888-765-7245</td>
<td><a href="mailto:CSO_MPLS_Customer_Contact@cpr.ca">CSO_MPLS_Customer_Contact@cpr.ca</a></td>
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<tr>
<td><em>For local rail service requests in the US</em></td>
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<tr>
<td>Intermodal Central Operations Group “COG”</td>
<td>866-721-2771</td>
<td>866-301-2772</td>
<td><a href="mailto:COG_Appointments@cpr.ca">COG_Appointments@cpr.ca</a></td>
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<tr>
<td><em>For dispatch &amp; appointment services on</em></td>
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<tr>
<td><em>Intermodal shipments</em></td>
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</table>
| International Intermodal Central Operations Group | 866-337-5772| 866-201-2937| International_COG@cpr.ca | *For customs releases and re-manifests,*  
| *storage guarantees or payment,* or *pick-up* |          |              |                          |
| *or delivery for ocean carrier import or export* |          |              |                          |
| *shipments*                               |             |              |                          |
Rules and regulations  

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

Details on liability & applicability of terms

1. Application
In this Tariff 1, and all other applicable CP tariffs (including but not limited to tariffs 2 through 10) and other ancillary tariffs and supplements ("CP Tariffs"), “CP” shall mean, each and together, Canadian Pacific Railway Company, Dakota, Minnesota & Eastern Railroad Corporation, Delaware and Hudson Railway Company, Inc., and SOO Line Railroad Company, respectively where each is involved in the movement of the shipment. CP’s Tariffs shall be enforced in accordance with the laws of the province or state in which the shipment tendered originates, together with applicable federal legislation and the custom and usage of the railway industry. Customer acknowledges and agrees that on shipments moving to or from other railways, all applicable tariffs of the other railways apply to that portion of the shipment on the respective other railways, and that the services offered on other railways may differ from CP. For greater clarity, Customer acknowledges and agrees that such other railways are independent contractors and are not agents, representatives, or subcontractors of CP, nor shall anything be construed as establishing or implying a relationship of agency, subcontractor, or joint venture or partnership between CP and any of the connecting railways.

“Carrier” or “Carriers” shall mean CP and any connecting railway. “Commodities” mean the goods transported. “Hazardous Commodities” are as specified in CP’s Tariff &. 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 cannot be used to construct combination rates.

Shipping Instructions, also referred to as Bill Of Lading, shall be duly authorized when submitted and are valid and binding, irrespective of mean of transmission, including electronic submission of same, including but not limited to “EDI 404”. Any Shipping Instruction 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. Each Bill of Lading, whether issued under the authority of a rate tariff or a confidential contract, shall constitute a “Contract of Carriage”

In addition to this Tariff 1, Shipper is responsible for ascertaining all other applicable CP Tariffs and complying with all requirements therein.

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. To subscribe, please visit cpr.ca.

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 Representations and Warranties
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 of Carriage 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 of Carriage.

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 unloaded 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, Customer agrees 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, Customer agrees to CP’s tariffs. Team tracks can be accessed upon CP permission and signed written agreement. CP may deny access if, in CP’s discretion, it
is determined 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 Customer is agreeing to CP’s tariffs. Team tracks can be accessed upon CP permission and signed written agreement. CP may deny access if, in CP’s discretion, it is determined 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 any shipments tendered by Customer 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 Customer disputes any portion of the invoice, Customer shall pay the invoice by the due date shown on the invoice less the disputed amount in accordance with Customer’s records and indicating the reason for the 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. Any claim or dispute must include all documentation required in accordance with Item 141 stated in the Invoicing and Payment section of this Tariff 1. Failure to file all required information and documentation within the times and as stipulated in this Tariff 1 will result in denial of the claim or dispute. 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 the Contract of Carriage or any other contract for the transportation of Commodities between Carrier and Customer; or (iii) terminate the Contract of Carriage or any contract for the transportation of Commodities between Carrier and Customer on five (5) days written notice to Customer. Where Performance Security is provided it shall be maintained by Customer during the entirety of the duration that Customer is tendering shipments to CP, unless otherwise agreed by Carrier,. 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 the Contract of Carriage. 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 a Confidential 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. S 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 Commodities 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 Commodities only in the case of replenishment movements (Transfer of Stock). For Transfer of Stock, Customer 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 legal fees or indirect, consequential, punitive or special 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 Commodities 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 Commodities due to expiration of shelf life or delay while in transit.
i) Claims for damaged private equipment as defined in Tariff 6 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) When transporting Commodities in carload form to or from a siding, station, wharf or landing, the Commodities will only be at risk of the Carrier from the time the car is picked-up until the car is placed at destination.
k) CP will not be liable for loss of, damage to, or delay in transportation of Commodities of extraordinary value where Customer, before shipping, does not disclose in writing the value of the Commodities to CP.
l) CP shall not under any circumstances be liable for concealed loss or damage to any container or the contents thereof.
m) CP will not be liable for loss of, damage to, or delay in the transportation of Commodities arising from consignee’s failure to unload the Commodities in a timely manner.
n) The onus is on Customer to prove loss, damage or contamination to the commodity.
o) 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.
p) CP will not be liable for damaged packaging of Commodities unless it is the direct result of derailment occurrence.
q) CP will not be liable for damaged Commodities due to overhead stacking compression onto lower layers.
r) 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.
s) 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.
t) There shall be no presumption of CP fault for the loss of, damage to, or delay in the transportation of Commodities. The burden of proof to establish the culpability of CP is upon the claimant. CP is not liable for any loss of, damage to or delay in transportation of Commodities, except where CP’s intentional act or omission, gross negligence or simple negligence is the direct and proximate cause of the injury.
u) Customer is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the Commodities. Shifting of a load en route is, of itself, not evidence of CP mishandling. If a car without mechanical protection against heat and cold is requested by the Customer, CP is not responsible for the deterioration of the product which may occur because of temperature within the car.
v) Full Liability Transportation
As an alternative to the preceding Restricted Liability provisions, CP 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 Customer elects to use the Carmack Amendment or alternative, it must comply with all of the following procedures:
1.1 Customer must notify their CP marketing representative and damage prevention and claims services 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 Customer must obtain a special CP price authority from their marketing representative that is no less that 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 Customer’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-resources-site/Pages/Intermodal.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-resources-site/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-resources/damage-prevention-and-claims. 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 Customer 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 Customer 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 Contract of Carriage 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 four (4) months after delivery. A formal claim must be submitted within the statute of limitations. On shipments moving under United States Bill of Lading, notification of loss/damage must be received within nine (9) months from date of delivery. Documents needed to support Customer’s 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 CP’s Warehouse Agent, please contact CP’s Account Manager for details.

14. Emergency Routing
In the event the Carriers transport the commodity (ies) over a route other than that specified in the Contract of Carriage because of traffic congestion, washout, wreck or other similar emergency, or the Carriers 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 CP.

15. Claims for Damage to Containers
CP liability for any alleged loss or damage to the container or trailer shall be as outlined in the AAR Intermodal Interchange Rules except as otherwise provided below where CP shall:

a) not be liable to Customer for damage in excess of the lesser of the calculated depreciated value, cost to repair or $20,000/unit of equipment (“Liability Limit”), and shall not be claimed against for damage per container or trailer for amounts of $1,000.00 or less;
b) not be liable to Customer for damage that does not impair the structural integrity of the trailer or container, nor internal damage to the trailer or container, unless damage is proven to be the result of Carrier mishandling;
c) not be liable to Customer for damage to trailer or container appurtenance or external mountings or fuel tanks which are not compatible or come into contact with the railcar;
d) not be liable to Customer for damage to trailer or container prior damage, damage the result of vandalism (graffiti) or damage to the door or securement mechanisms;
e) not be liable to Customer for any special, consequential, reliance, indirect, incidental or punitive damages or loss resulting from the loss of use of the trailer or container;
f) not be liable to Customer for damage as the result an Event of Force Majeure.

A claim for equipment damage must be submitted within two (2) months of the incident occurring. The nature of repair must be reflect the standards as outlined AAR Intermodal Interchange Rules.

CP shall calculate the depreciated value of units based on the following information and method:

- Manufactured Date (month and year)
- Damaged Date (month and year)
- Original Purchase Price OR Reproduction Price with invoice support
- Monthly Depreciation Factor – 180 (months) for “steel welded” or 120 (months) for “post and panel” design
- Original Purchase Price (Divided By)
- Monthly Depreciation Factor (Equals)
- Monthly Depreciation (Multiply)
- Months in Service (Equals)
- Depreciation (Subtract from)
- Original Purchase Price (Equals)
- Depreciated Value

16. Force Majeure
a) Customer, Consignee, and CP shall be excused from its or their obligations, with the exclusion of obligations related to ensuring safety, under the Contract of Carriage 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, rocksides, landslides, snow-sides, 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 (an “Event of Force Majeure”). 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. Upon the occurrence of an 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 an Event of Force Majeure.