

## RULE 112 – TANK CARS AND/OR TANK TRUCKS

### Section 1. BUYER'S OR SELLERS'S TANK CARS

At time of sale, it shall be specified whether Buyer's or Seller's tank cars are to be used. If there is failure, then it is understood Buyer's tanks are to be provided.

### Section 2. TANK CAR APPLIANCES

All tank cars furnished either by the Seller or the Buyer must be provided with steam coils and the necessary appliances for their ready loading and unloading in all kinds of weather.

### Section 3. INSPECTION OF TANK CARS AND/OR TANK TRUCKS

All tank cars or tank trucks must be inspected by Seller before loading as to cleanliness, condition of steam coils, cap, dome cover and valve, and must be sealed at the dome and the outlet valve when so equipped before shipped.

Seller shall inspect Buyer's tank cars or tank trucks before loading and, if found unsatisfactory, notify Buyer by wire. In the event that tank trucks cannot be effectively inspected, they shall not be loaded until Buyer has been notified by telegram, and specifically authorizes such loading. Buyer shall have the option of replacing the tank cars or tank trucks. In case of tank cars or tank trucks which can be effectively inspected, Buyer may request Seller to clean the tank cars or tank trucks at Buyer's expense, or Buyer shall accept responsibility for the condition of the oil. Any necessary cleaning and repairing shall be performed at the expense of the Buyer on the basis of actual cost. Failure by Shipper to observe the foregoing shall constitute negligence on his part, and shall relive Buyer of responsibility for any and all loss or damage resulting therefrom.

If a loaded Seller's tank car or tank truck is delivered to Buyer in a faulty condition, immediate request must be made by Buyer for inspection by Seller. Seller shall thereupon either make such inspection or arrange with Buyer to correct fault condition, the seller being liable only to the extent of the expense incurred in correction it.

### Section 4. RECONSIGNMENT

Buyer and Seller shall not divert or reassign tank cars without mutual consent. Any expense incidental to reassignment or diversion is for the account of the party responsible.

### Section 5. UNLOADING TIME

Buyer agrees to empty Seller's tank cars promptly upon arrival and to return same empty as per Seller's instructions. Forty-eight (48) hours free time will be allowed for unloading, unless railroad rules permit longer periods at specific export points under

export bill of lading. Standard railroad straight demurrage regulations will define when penalty charge for car detention starts. Charges thereafter will be at \$4.00 per day for the first four (4) days and \$8.00 per day thereafter. For 20,000 gallon jumbo tank cars the penalty charge for car detention shall be \$10.00 per day for the first (4) days and \$20.00 per day thereafter. Average agreement demurrage rules shall not apply, absence of instructions for return routing. Buyer shall wire Seller for same, and, in case of delayed answer, demurrage and delay shall be for Seller's account. Buyer cannot be held responsible for failure of carrier to set cars as ordered.

Seller agrees to load Buyer's tank cars promptly upon arrival, provided cars have not been received at Seller's plant prior to scheduled loading dates. Forty-eight (48) hours free time will be allowed for loading after scheduled loading dates. Standard railroad demurrage rates shall be paid by Seller to Buyer as penalty for delay in loading tank cars. This penalty is independent of any demurrage due the railroad by the Seller. Seller cannot be held responsible for failure of carrier to set cars as ordered.