

REISSUE
INCREASE

Q.N.S. & L. Ry. TARIFF No. F.23-R
Cancelling No. F.23-Q

**QUEBEC NORTH SHORE & LABRADOR RAILWAY
COMPANY**

(FOR PARTICIPATING CARRIERS, SEE PAGE 2 OF TARIFF)

LOCAL AND JOINT FREIGHT TARIFF

OF CHARGES ON

NON-CARLOAD FREIGHT TRAFFIC

APPLYING BETWEEN STATIONS ON THE

QUEBEC NORTH SHORE & LABRADOR RAILWAY COMPANY

ALSO TO

STATIONS ON LINES OF LOCAL CARRIERS

ISSUED December 1, 2018

EFFECTIVE January 1, 2019

Issued by : Maurice McClure
Vice President, Business Development and Strategy
1 Retty St.
Sept-Iles, Quebec G4R 3C7

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

| CHECK SHEET | | | | | |
|-------------|----------|-------------|-----------------------|-------------|-----------------------|
| PAGE Nos | | PAGE Nos | NUMBER OF REVISION | PAGE Nos | NUMBER OF REVISION |
| Title page | Revised | 13 | Original | | |
| 1 | Original | 14 | Original | | |
| 2 | Original | 15 | Revised | | |
| 3 | Original | 16 | Revised | | |
| 4 | Original | 17 | Revised | | |
| 5 | Original | 18 | Revised | | |
| 6 | Original | 19 | Original | | |
| 7 | Original | 20 | Revised | | |
| 8 | Original | 21 | Revised | | |
| 9 | Original | 22 | Revised | | |
| 10 | Original | | | | |
| 11 | Original | | | | |
| 12 | Revised | | | | |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

TABLE OF CONTENTS

| | | PAGE NOS. |
|--|----------------------|-----------|
| Abbreviations, Explanation of | | 3 |
| | | 21, 22 |
| | | 1 |
| | | 20 |
| | | 6 to 19 |
| | | 3 |
| | | 3 |
| Charges | | |
| Check Sheet | | |
| Exception List | | |
| Index of Rules and other Governing Regulations | | |
| List of stations on connecting carriers | | |
| Routing Instructions | | |
| PARTICIPATING CARRIERS | | |
| CARRIERS | ABBREVIATIONS | |
| Arnaud Railway Company | Arnaud Ry. | |
| Quebec North Shore & Labrador Railway | Q.N.S. &L. Ry. | |
| Tshuetin Railway Transportation Inc. | T.R.T. Ry. | |
| Wabush Lake Railway Company | W.L. Ry. | |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

| ABBREVIATION | EXPLANATION | ABBREVIATION | EXPLANATION |
|-----------------|--------------------------------|---------------------|---|
| Arnaud Ry | Amaud Railway Company | ORD&C | Owner's Risk of Damage and Chafing |
| C.O.D | Cash on Delivery | Que. | Quebec |
| CTA..... | Canadian Transportation Agency | Q.N.S. &L. Ry | Quebec North Shore & Labrador Railway |
| Etc | Etcetera | Ry | Railway |
| Jct | Junction | St | Street |
| kg | Kilogram | SU..... | Set Up |
| kg/m | Kilograms per metre | T.R.T..... | Tshiuentin Railway Transportation Inc. |
| m | Metre | W.L. Ry | Wabush Lake Railway Company Limited |
| NFLD | Newfoundland | % | Percent |
| No(s) | Number or Numbers | □ | Reduction |
| ORB | Owner's Risk of Breakage | ▲ | Change in wording which Results in neither increase nor reduction of charge |
| ORD. | Owner's Risk of Damage | ◆ | Increase |
| ORDET | Owner's Risk of Deterioration | | |

LIST OF STATIONS ON CONNECTING CARRIERS TO WHICH CHARGES WILL APPLY

| STATION | CARRIER |
|---|--|
| Gibault Que. | Amaud Railway Company |
| Pointe Noire Que. | Amaud Railway Company |
| Wabush Lake Nfld. | Wabush Lake Railway Company Limited |
| All stations on the T.R.T. Ry. Nfld. | Tshiuentin Railway Transportation Inc. |

ROUTING INSTRUCTIONS

| FROM STATIONS ON | TO STATIONS ON | ROUTE |
|------------------|----------------|--|
| Q.N.S. & L. Ry. | Arnaud Ry. | Q.N.S. &L. Ry. to Arnaud Jct., Que. and Arnaud Ry. |
| Q.N.S. & L. Ry. | W.L. Ry. | Q.N.S. & L. Ry. to Ross Bay Jct., NFLD and W.L. Ry. |
| Q.N.S. & L. Ry. | T.R.T. Ry. | Q.N.S. & L. Ry. To Emeril., NFLD and T.R.T. Ry. |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

TABLE OF CONTENTS

| SUBJECT | RULE NO. | PAGE NO. |
|--|-------------|-------------|
| Addressing of Shipment..... | 75 | 11 |
| Agreement as to time of delivery or mode of conveyance | 45 | 10 |
| Arrival Notice..... | 55 | 10 |
| Articles at Owner's risk..... | 125 | 13 |
| Bill of Lading..... | 65 | 10 |
| Blocking and Stacking | 120 | 12 |
| Boats and Canoes..... | 185 | 16 |
| Camper's supplies | 200 | 17 |
| Carrier's Agent must not act as Agent of shipper or consignee... | 50 | 10 |
| Cars not fully loaded | 236 | 19 |
| Charges covering the loading and unloading of freight by means of power cranes or derrick..... | 115 | 12 |
| Class and commodity rates vs non-carload charges | 30 | 9 |
| Combination rates..... | 35 | 9 |
| Conditions governing the acceptance..... | 60 | 10 |
| Condition of shipments | 105 | 12 |
| Definition of piece | 100 | 12 |
| Definition of shipment..... | 85 | 11 |
| Delivery of non-carload freight | 225 | 19 |
| Detaching parts when articles are loaded on open cars | 130 | 13 |
| Exception List of Commodities..... | 240 | 20, 21, 22 |
| Facilities at stations..... | 10 | 9 |
| Freight liable to damage other freight or equipment | 180 | 16 |
| Freight loaded at non-agency stations | 230 | 19 |
| Freight requiring heat or refrigeration | 165 | 15 |
| Fuel Surcharge | 245 | 21 |
| Government regulations..... | 40 | 10 |
| Household goods, used | 190 | 16 |
| Labelling of shipments | 80 | 11 |
| Mass of shipment | 90 | 11 |
| Metric conversion..... | 36 | 9 |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

TABLE OF CONTENTS

| SUBJECT | RULE NO. | PAGE NO. |
|--|-------------|-------------|
| Packaging..... | 110 | 12 |
| Payment or guarantee of payment..... | 220 | 18 |
| Perishable freight, conditions for handling of | 235 | 19 |
| Personal effects, used | 190 | 16 |
| Pick-up and delivery service | 20 | 9 |
| Receiving non-carload freight..... | 225 | 19 |
| Reference to other tariffs | 5 | 9 |
| Reference to other Rules and Regulations | 6 | 9 |
| Refused shipments | 140 | 13 |
| Refused or otherwise undelivered perishable freight or household pets..... | 145 | 14 |
| Restricted commodities | 155 | 14 |
| Shipments on account of length requiring two or more cars or bulky articles loaded in or on one car | 205 | 17 |
| Shipments not accepted | 160 | 15 |
| Shipments protected by water ice | 170 | 15 |
| Shipping description on bill of lading..... | 70 | 11 |
| Signature on bill of lading..... | 95 | 11 |
| Storage charges..... | 210 | 18 |
| Synthetic resin containers, inner or shipping..... | 150 | 14 |
| Terms and conditions for the carriage of non-carload freight..... | | 6,7,8 |
| Traffic to non-agency stations | 25 | 9 |
| Transportation of dangerous articles | 175 | 15 |
| Warfage at Sept-Iles, Que..... | 15 | 9 |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

TERMS AND CONDITIONS FOR THE CARRIAGE OF NON-CARLOAD FREIGHT TRAFFIC

1. (a) In this contract "Carrier" means the Carrier issuing this shipping document as well as any other Carrier subject to the *Canada Transportation Act* to whom the shipment may be delivered to complete the transportation of the shipment from origin to destination; and "Local Carrier" means any Carrier not subject to the *Canada Transportation Act* to whom the shipment may be delivered to complete the transportation of the shipment from origin to destination.

(b) This contract shall inure to the benefit of and be binding upon the shipper and consignee and all persons claiming or asserting any right to the ownership of possession of the shipment, and shall inure to the benefit of and be binding upon any Carrier to whom the shipment may be delivered for furtherance to destination, and shall apply to any reconsignment or return of the shipment.

(c) The rights and obligations of any Local Carrier with respect to the shipment, whether the Local Carrier issues a Bill of Lading or a receipt only, shall be those which would be in a Bill of Lading issued by the Local Carrier, to the same extent as if the shipment had been delivered directly by the shipper to such Local Carrier.

2. (a) When in accordance with the terms of this contract the Carrier is liable for any damage (which damage shall mean herein any complete or partial loss, or destruction, injury or delay) with respect to any shipment, whether such damage arises through negligence or otherwise, the amount for which the Carrier shall be liable in accordance with clauses 2(b), 2(c), 2(d) hereof, shall not exceed, in any event, the actual value of the shipment, which actual value shall mean the value of the shipment at the time and place of receipt hereof by the Carrier, including transportation and other charges if paid and the duty as payable or paid, and not refundable.

(b) The maximum liability of the Carrier in respect of the shipment of goods, other than personal effects or used household furnishings and appliances, shall be limited

(i) for any shipment of one hundred pounds (45.36 kilograms) or less, to fifty dollars, and

(ii) for any shipment in excess of one hundred pounds (45.36 kilograms), to an amount not exceeding fifty cents per pound (\$1.20 per kilogram) (actual mass), unless the shipper indicates in the shipping contract his intention to take advantage of paragraph (d).

(c) The maximum liability of the Carrier in respect of the shipment of personal effects or used household furnishings and appliances shall be limited.

(i) for any shipment of one hundred pounds (45.36 kilograms) or less, to fifty dollars, and

(ii) for any shipment in excess of one hundred pounds, (45.36 kilograms) to an amount not exceeding the greater of fifty dollars or thirty cents per pound (66 cents per kilogram) (actual mass), unless the shipper indicates in the shipping contract his intention to take advantage of paragraph (d).

(d) The maximum liability of the Carrier shall be the amount of the value declared by the shipper and embodied in the bill of lading if the valuation of charges are assessed in accordance with the applicable tariffs.

3. (a) Money, specie, negotiable papers, jewellery, precious or semi-precious metal or stones, gold or silver coins or bullion and similar goods, antiques, or other related or unrelated old, rare or precious articles of extraordinary value shall not be packed or included with shipments of merchandise and if so packed, the Carrier shall not be liable for damage to or loss of such goods.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

(b) The liability of the Carrier for a shipment of money, specie, negotiable papers, jewellery, precious or semi-precious metal or stones, gold or silver coins or bullion, and similar goods, antiques, or other related or unrelated, old, rare or precious articles of extraordinary value, will not be for a greater sum than that stated in the bill of lading, or for more than the actual value of the shipment at the time and place of receipt thereof by the Carrier, whichever may be the lesser amount; nor, in the event of partial loss or damage, for a greater proportion of the sum declared, or of such lesser actual value, as the case may be, than that which the portion lost or damaged bears to the whole shipment.

4. When the shipment is carried at owner's risk in accordance with the terms of this contract or the bill of lading is so endorsed and initialled by the Carrier and the shipper, the Carrier shall be liable only for damage to, loss of, or delay which may result from the negligence of the Carrier.

5. The Carrier shall transport the shipment with reasonable dispatch, but shall not be bound to transport any shipment in time for any particular market or connection, except as mutually agreed upon between shipper and Carrier by special arrangement as provided for in applicable tariffs.

6. (a) If a shipment remains undelivered after forty-eight (48) hours or in the case of bonded goods, seventy-two (72) hours, (exclusive of legal holidays) after notice of arrival of the shipment at destination or at point of delivery has been delivered to the consignee, the Carrier may hold the shipment at its premises, subject to storage charges assessed in accordance with applicable tariffs and the Carrier's liability in such event shall be that of a warehouseman only, or at the Carrier's option, such undelivered shipment may be removed to and stored in a public or licensed warehouse at the cost of the owner and there held without any liability on the part of the Carrier and subject to a lien for all lawful charges. This section shall not prejudice any of the rights of the Carrier to otherwise dispose of such shipment.

(b) The Carrier shall not be liable:

(I) For any loss, damage or delay caused by the act of God, the Queen's or public enemies, the authority of law, quarantine, riots, strikes, perils of navigation, defect or inherent vice, or the act or default of the shipper or owner of the goods, or damages resulting from conditions beyond the control of the Carrier. If the goods move under a tariff providing that the Carrier or Carriers party thereto shall be liable for loss from perils of navigation, then as to such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this contract.

(II) For any loss or damage occurring in Customs warehouses, not under control of the Carrier.

(III) For any loss, damage or delay resulting from improper packing or marking.

(IV) For any loss, damage or delay in any way arising out of the examination by, or partial delivery to the consignee of C.O.D. shipments, when such examination or partial delivery is authorized in writing by the shipper.

(V) For any loss, damage or delay to shipments of live objects arising from the conduct or acts of such objects to themselves or to each other, or arising from the condition of such objects when received for shipment, or from their nature or propensities; all such shipments shall be transported at owner's risk.

(VI) For any loss, damage or delay occurring to shipment addressed to stations where there is no agent of the Carrier after such shipment has been left at such station.

(VII) For any partial loss, damage or delay unless a notice of such loss, damage or delay is filed in writing with the receiving or delivering Carrier, or Carrier issuing the shipping contract, or Carrier on whose line the partial loss, damage or delay occurred, within two (2) months after the date of delivery of the shipment, or the date of mailing of notice of arrival, and unless the shipment container of damaged shipment or shipment involving partial loss therefrom is made available for inspection by the Carrier's representative; and unless the claim is filed within twelve (12) months from the date the shipment was delivered by the shipper to the Carrier.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

(VIII) For non-delivery or complete loss or destruction of the shipment in Canada, unless a claim is filed at any office of the Carrier within nine (9) months from the date the shipment was delivered by the shipper to the Carrier,

7.

(b) The Carrier will advise the consignee of the arrival of the shipment.

8. If the shipment is tendered bearing special instructions of the shipper to the Carrier not incorporated by endorsement on the shipping contract and affecting the handling or delivery of the shipment or calling for service not provided for elsewhere in the tariffs of the Carrier, the Carrier will not be liable for any loss, damage or delay resulting from or attributable to compliance, in whole or in part, with such instructions, or for failure to comply with all or part of such instructions.

9. (a) Every shipper shipping explosives or other dangerous articles without proper packaging and markings and without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss, damage or personal injury caused thereby, and such shipments may be warehoused at owner's risk and expense, or destroyed without compensation.

(b) Federal, Provincial, State and Municipal Governments issue regulations constraining the movement of certain commodities. The Carrier will not be responsible for the consequences to the shipper or consignee or any person claiming or asserting any right to the ownership or possession of the shipment resulting from contravention by the shipper or consignee of any such regulations.

10. The shipper or consignee shall pay the transportation and all other lawful charges accruing on the shipment and, if required, shall pay same before delivery.

11. The Carrier may return the shipment to the shipper and collect all lawful charges, including those for transportation both ways and for storage, if the shipment remains undelivered for twenty-one (21) days after written notification has been sent to the shipper.

12. Any alteration, addition or erasure in the shipping contract shall be signed or initialled by an agent of the Carrier issuing the same and the shipper and, if not so signed or initialled, shall be without effect, and the shipping contract shall be enforceable according to its original tenor.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

REFERENCE TO OTHER TARIFFS

RULE 5: Whenever reference is made herein to other tariff it is intended also to include supplements thereto or reissues thereof.

REFERENCE TO OTHER RULES AND REGULATIONS

RULE 6:— Governed in addition to the rules named herein, by rules and regulations published in Q.N.S.& L. Ry. Tariff F. 5.

FACILITIES AT STATIONS

RULE 10:— Governed by carrier's distance table, as to additions and abandonment of stations, and except as otherwise specified herein, as to prepay requirements, change in name of stations, restrictions as to non-acceptance or non-delivery of freight and changes in station facilities.

WHARFAGE AT SEPT-ILES, QUE.

RULE 15: The charges named in the Tariff are exclusive of Wharfage charges at Sept-Iles, Que.

PICK-UP AND DELIVERY SERVICE

RULE 20: The charges named in this Tariff are exclusive of Pick-Up and Delivery Service. The carrier will not undertake to provide such service.

TRAFFIC TO NON-AGENCY STATIONS

RULE 25: Shipments addressed to non-agency stations will be handled in accordance with the contract of carriage.

CLASS AND COMMODITY RATE VS NON-CARLOAD CHARGES

RULE 30: The carload class rate at actual mass, subject to the minimum mass named in Standard Transportation Commodity Code of the Association of American Railroads or the carload commodity rate, subject to the carload minimum will apply if it makes a lower charge per shipment than the non-carload charge named herein.

COMBINATION RATES

RULE 35: The charges published herein will not apply as factors for construction of combination rates.

METRIC CONVERSION

RULE 36: Where the provisions of this tariff are governed by specific tariffs which do not reflect METRIC UNITS, the following conversion factors will be applied:

| FROM | TO | CONVERSION FACTOR |
|-------------------|---------------------|---|
| Fahrenheit | Celsius | (Fahrenheit - 32) x 5/9 (rounded off to nearest whole No.) |
| Feet& inches | Metres | 0.0254 |
| Gallons | Litres | 4.546 090 |
| Miles | Kilometres | 1.609344 |
| Pounds | Kilograms | 0.453 592 4 |
| Pounds | Tones | 0.000 453 592 4 |
| Pounds per gallon | kilograms per litre | 0.099 776 37 |

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

GOVERNMENT REGULATIONS

RULE 40: Federal, Provincial and Municipal Governments issue regulations constraining the movement of certain commodities. The carrier will not be responsible to the shipper or consignee or any other person claiming or asserting any right or ownership or possession of the shipment resulting from contravention by the shipper or consignee of any such regulations.

AGREEMENT AS TO TIME OF DELIVERY OR MODE OF CONVEYANCE

- RULE 45:**
- (a) The carrier does not guarantee the time of delivery of a shipment.
 - (b) The carrier is not bound to transport goods in any particular mode of conveyance.

CARRIERS AGENT MUST NOT ACT AS AGENT OF SHIPPER OR CONSIGNEE

RULE 50: Carrier's agent must not act as agent of shipper or consignee for the assembling or distribution of commodities in non-carload quantities.

ARRIVAL NOTICE

RULE 55: The carrier will notify the consignee that the shipment has arrived and that it will be held on warehouseman responsibility basis awaiting instructions.

CONDITIONS GOVERNING THE ACCEPTANCE

RULE 60: The carrier's liability shall be deemed to relate to each piece of the shipment separately and not to the shipment as a whole.

BILL OF LADING

RULE 65: A bill of lading is required for each shipment on the appropriate forms supplied by the carrier.

The shipper will complete the bill of lading by inserting:

- (a) Name, street, address, city/town and province of the consignee
- (b) Date of shipment
- (c) Number of pieces in the shipment
- (d) Commodity and description of packaging
- (e) Shipper's name and address

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

SHIPPING DESCRIPTION ON BILL OF LADING

RULE 70:— The description of a shipment on the bill of lading must include a commodity description and contain sufficient information for determination of this acceptability for carriage, assessment of proper charges and fixing the extent of carrier's liability. When shipments are not properly described the carrier will not be responsible for loss or damage.

ADDRESSING OF SHIPMENTS

RULE 75:— Each piece of a shipment must be properly labelled to the satisfaction of the carrier's agent and bear the name and address of the shipper, street address, city/town and province. Old marks must be removed or effaced by the shipper.

LABELLING OF SHIPMENTS

Rule 80:— Shipments containing fragile commodities must be clearly marked or labelled to indicate that special handling is required.

DEFINITION OF SHIPMENT

RULE 85:— A shipment is a consignment received from one shipper on a bill of lading at one shipping point at one time for delivery to one consignee at one local address.

MASS OF SHIPMENT

RULE 90:— (a) The shipper must declare the mass of the shipment however, the carrier's agent reserves the right to verify the mass

(b) The actual mass of a shipment is its mass in kilograms at time of shipping including all packing, wrapping or protective material incorporated in the packing.

(c) When the volume of traffic is so large as to make it impractical to determine the mass of each separate piece, estimated mass may be used, provided they closely approximate the actual mass. Such estimated mass will be arrived at by obtaining the mass of a number of packages of the same size and containing the same commodity, the average mass to be adopted as the estimated mass.

SIGNATURE ON BILL OF LADING

RULE 95:— The shipper or his representative and the agent of the carrier will each sign the bill of lading in the spaces provided for this purpose on the bill of lading form at the time shipment is accepted by the carrier for transportation.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

DEFINITION OF PIECE

RULE 100: - A piece is a single part of a shipment which by reason of its nature or its packing will not become separated into two or more parts in the course of normal handling by the carrier.

CONDITION OF SHIPMENT

RULE 105: - Articles must be in such condition and so prepared for shipment so as to render the transportation thereof reasonable safe and practical.

Wallboard, in bundles, all edges must be protected by solid fireboard and securely strapped with metal bands, otherwise shipment will be accepted under provisions of Rule 125.

When the goods are not properly packed when there may be any possibility of damage not only to the goods offered but also to other shipments carried in the same load the carrier reserves the right to accept or refuse the shipment.

PACKAGING

RULE 110: - Articles to be carried under the provisions of this Tariff are to be packaged in accordance with the requirements of STCC for carload shipments.

**CHARGES GOVERNING THE LOADING AND UNLOADING OF FREIGHT BY MEANS
OF POWER CRANES OR DERRICKS**

RULE 115: - Please refer to tariff document F.5 article 25.

BLOCKING AND STAKING

RULE 120: - When the carrier at point of origin of a shipment, finds it necessary or is required by shippers to furnish labour and materials for staking, blocking or otherwise securing for safe transportation:

1. The actual cost of labour and materials will be charged against the property on:
 - a) Shipments other than automobiles, loaded on flat or gondola cars.
 - b) Shipments having a mass of 1000 kg or over per piece or package loaded in box cars.
 - c) Shipments of gas cylinders, empty or filled.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

ARTICLES AT OWNER'S RISK

RULE 125: The following articles will only be accepted for shipment at Owner's risk of Breakage:

| | |
|-----------------------------|---------------------------|
| Aquariums | Lamps |
| Chinaware | Mirrors |
| Earthenware | Porcelain Articles |
| Glassware | Stoneware |
| Glass Articles | Targets (Clay or Pitch) |
| Glass (Window) | Windows or Doors (Glazed) |
| Confectionary, Hollow Mold | Windshields (Vehicles) |
| Light bulbs and fluorescent | Electronic Material |

Articles specified in this tariff to be carried under Owner's Risk conditions, shall, unless otherwise required by the shipper, be carried at Owner's Risk as so specified and defined, and special notation to that effect is not necessary on the bill of lading. These conditions are intended to cover risks necessarily incidental to transportation; but no such limitation, expressed or otherwise, shall relieve the carrier from liability for any loss or damage which may result from any negligence or omission of the carrier, its agents or employees.

Should the shipper decline to ship at "Owner's Risk" as specified and defined in this tariff, any article shown as to be so carried, the articles will be carried subject to the terms and conditions of the bill of lading approved by the Canadian Transport Commission, in which case one-hundred percent (100%) over and above the rates which would be payable if such articles were shipped at "Owner's Risk" will be charged.

DETACHING PARTS WHEN ARTICLES ARE LOADED ON OPEN CARS

RULE 130: When articles are loaded on open cars, small detachable parts must be removed and placed in barrels or boxes or secured within the article. Barrels or boxes must be encircled at ends with iron straps and securely attached to the article or to the floor of the car. Such barrels or boxes must be specified on shipping orders and bills of lading. Fragile parts not detached must be protected.

à

REFUSED SHIPMENTS

RULE 140: When a shipment is refused or unclaimed after seven (7) days by the consignee, the carrier will notify the shipper giving reason for refusal. All costs of carrying out the shipper's disposal instructions will be borne by the shipper.

If the consignee refuses any part of a shipment the whole shipment will be considered refused and delivery withheld until authority is obtained from shipper to deliver a portion only. In such cases billing must be corrected to read as two or more shipments and charges assessed accordingly.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

REFUSED OR OTHERWISE UNDELIVERABLE PERISHABLES & LIVE CREATURES

RULE 145: (a) When a shipment of a perishable item, or live creatures, is refused by the consignee or is otherwise undeliverable, the carrier reserves the right to either notify the shipper at shipper's expense, or to sell the shipment to best advantage, for account of whom it may concern or both.

(b) When time permits notification to shipper, such notification will be given before shipment is sold, and shipper must provide immediate disposal instructions to protect interests of both shipper and carrier.

(c) When perishable shipments are forwarded from point of origin in good condition, and become deteriorated in transit, resulting in sale by the carrier under the above conditions, the amount realized from such sale, if less than the assessable charges, shall be the charge for all transportation and accessorial service, provided, however, that if the goods are sold to the consignor or consignee, or to anyone representing either of them, this item shall be inoperative.

SYNTHETIC RESIN CONTAINERS, INNER OR SHIPPING

RULE 150: The carrier is not responsible for loss of or damage to commodities packed in synthetic resin containers through failure of containers, due to inherent nature of commodity or due to weakness in manufacture or design.

The carrier will not be liable for damage to the shrink-wrap polyethylene covering and/or packaging protecting the goods therein.

RESTRICTED COMMODITIES

RULE 155: The following articles or commodities are subject to restricted movement and must be offered on a separate bill of lading:

(a) Shipments with a declared value exceeding \$10,000.00 will not be accepted without prior arrangement with the carrier.

(b) Controlled drugs, narcotics, hand guns and radioactive materials will not be accepted unless previous arrangements have been made with the carrier.

(c) Explosives and other dangerous articles will be transported only when not in contravention of the laws, rules and regulations of the Federal Government, and of the Province, Cities, Municipalities through which the shipment passes.

Shipments of explosives must bear the following certification:

"This is to certify that the above named articles are properly classified, described, packaged, marked and labelled, and are in proper condition for transportation according to the applicable regulations of the Canadian Transport Commission".

Shipments of explosives must be delivered at the carrier's office by the shipper at a time designated by the carrier, and such shipment must be picked up by the consignee at destination at a time designated by the carrier.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

SHIPMENTS NOT ACCEPTED

RULE 160: - The following property will not be accepted for shipment:

Bank Bills, Coins of Currency, Deeds, Drafts, Notes or Valuable Papers or any kind, Postage Stamps or Letters and Packets of Letters with or without Postage Stamps affixed Precious Metals or Articles manufactured therefrom, Precious Stones, Revenue Stamps, Antiques, Valuable Paintings, or other related or unrelated old, rare or precious articles of extraordinary value.

- Animals other than domestic.
- C.O.D. Shipments
- Jewellery other than Costume, Imitation or Novelty Jewellery.
- LIVESTOCK

FREIGHT REQUIRING HEAT OR REFRIGERATION

RULE 165: - Non-carload charges applying on freight requiring protection against heat or cold do not obligate the carrier to provide refrigeration, or refrigerator or lined cars, heater or heated cars otherwise specifically equipped for such protection, except under the conditions named herein.

- (a) Refrigerated or heater service will not be provided unless:
 - (i) Shipper indicates on the bill of lading that protective service is required for which charges will be assessed in accordance with this tariff.
 - (ii) Each piece in the shipment bears a distinctive label and/or marking clearly indicating that protection against heat or cold is required.
 - (iii) The carrier shall not be responsible for deterioration of shipments for which the shipper failed to apply a distinctive label and/or marking on each piece of the shipment indicating that protection from heat or cold is required.
- (b) Shipments requiring heated or cooler service will be assessed an additional 20% of the transportation charges, subject to the following minimum charge per shipment.

| | |
|-------------------------|--------|
| 1 to 50 kilograms | \$3.83 |
| over 50 kilograms | \$7.84 |

SHIPMENTS PROTECTED BY WATER ICE

RULE 170: - Shipments of a perishable nature requiring protection by water ice during transit will be accepted only if the container in which the goods are packed contain sufficient water ice to protect the contents to destination and is so constructed to prevent any seepage from the container during transportation.

It shall be the responsibility of the shipper to ensure a sufficient supply of water ice provided at time of shipping to protect the contents to destination. The carrier will not supply water ice.

TRANSPORTATION OF DANGEROUS ARTICLES

RULE 175 : - This traffic is governed by the *Transportation of Dangerous Goods Act* 1992 (1992, c. 34) and *Transportation of Dangerous Goods Regulations* (SOR/2001/286).

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

RULE 180 : - The carrier is not obliged to accept freight liable to impregnate or otherwise damage equipment or other freight. Such freight may be accepted and receipted for "Subject to delay for suitable equipment", or may, for lack of suitable equipment, be refused.

BOATS AND CANOES

RULE 185 :

Shipments of boats and canoes will be charged at a flat rate of \$152.82 (max. 4.57 m).

Shipments of boats and canoes above 4.57m and up to 5.5m will be charged at flat rate of \$229.21.

Shipments of boats and canoes above 5.5m will be charged at flat rate of \$305.62.

Outboard motors shall be removed from all boats prior to acceptance, and gasoline tanks must be completely emptied. Outboard motors may be placed in the boat for transportation provided the motor is securely chained and locked within the boat to prevent movement.

Outboard motors when placed in the boat for transportation will be charged for as a separate item.

HOUSEHOLD GOODS AND/OR PERSONAL EFFECTS, USED

RULE 190 : - Used household goods will not be accepted unless properly crated. Cardboard or corrugated cartons which do not conform to the provision of this tariff must not be used to ship personal effects. Trunks, suitcases and other containers or personal effects must be securely locked and/or bound. The carrier will not be responsible for chafing, marring, scratching or other damage, including normal wear and tear to suitcase, trunk, etc. which could have been avoided if finished surfaces had been adequately protected as required.

(a) When forwarded at a released valuation of 12.91cents per pound, (28.47¢ per kg.) such shipment will be rated at 150 percent of the applicable charges, subject to minimum charge.

(b) The minimum charge, when released or not released, will be \$52.25 per shipment.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

CAMPER'S SUPPLIES

RULE 200 : - Camper trailers, tent trailers, travel trailers and motor homes may contain camper's supplies (including bedding, cooking utensils or equipment or wearing apparel), the carrier will not accept responsibility for loss or damage of camper's supplies.

**SHIPMENTS ON ACCOUNT OF LENGTH REQUIRING TWO OR MORE OPEN CARS OR BULKY
ARTICLES LOADED IN OR ON ONE CAR**

RULE 205 : - (a) When a non-carload shipment contains an article or articles, the dimensions of which require the use of any open car, it shall be charged at the actual mass subject to a minimum of 3402 kilograms.

(b) When a non-carload shipment requires on account of length, more than one car, the actual mass shall be charged for but not less than 3402 kg for each car.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

STORAGE CHARGES

RULE 210: - (a) After free allowance time of seventy-two (72) hours (exclusive of legal holidays), has elapsed, on hand traffic, or traffic left with carrier by the shipper's or consignee's choice or default, will be held subject to storage charges. Carrier liability will be that of a warehouseman only.

(b) Storage charges will begin seventy-two (72) hours from the first 7:00 A.M. after written notice has been delivered to the consignee. (Saturdays, Sundays and legal holidays will be excluded from the computation of free time, but included in the computation of storage time).

(c) The carrier reserves the option to remove and to store in a public or licensed warehouse any shipment on hand after the free time allowance has expired; such shipments to be held there at the risk and expense of the Owner, subject to lien for all lawful charges.

(d) After expiration of free storage time, storage charges will be ♦ \$2.52 per day for each 50 kg. Any fractional part of 50 kg. will be treated as 50 kg. and any fractional part of 24 hours will be computed as one day. Chargeable mass of the shipment will be used for computing storage charges.

PREPAYMENT OF CHARGES

RULE 220: - Freight charges must in all cases be prepaid unless they can be charged to the consignee's open freight account.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY**Q.N.S. & L. Ry. TARIFF No. F.23-R****RECEIVING AND/OR DELIVERING NON-CARLOAD SHIPMENTS**

RULE 225:— The shipper shall be responsible to deliver and place non-carload shipments on the floor inside or outside the freight shed or railway car as directed by the Railway.

Any individual accessing the Railway's secured zone will need to conform to the Railway's health, security and environment policies that are in effect and follow the instruction of the Railway.

The Railway shall only be responsible to deliver and place non-carload shipments in the designated area for pick-up by the consignee. . The Railway will not undertake to load shipments into vehicles.

FREIGHT LOADED AT NON-AGENCY STATIONS OR INTERMEDIATE SIDINGS

RULE 230:— Freight loaded at non-agency stations or intermediate sidings will be charged at the rate in force from that station when shown in tariff. If shipping point is not indicated in the tariff, the rate applying from the next regular station beyond point of shipment will be used, unless distance Tariffs govern, in which case apply the rate for the distance from the non-agency station or intermediate siding.

Bills of Lading covering freight loaded at non-agency stations or intermediate sidings will be issued or signed at the first agency station next beyond after the railway agent has seen that the freight for which it calls is in the possession of the railway, following which waybills will be issued.

The agent who makes out the waybill must carefully examine the freight when passing or received at his station, and must not issue or sign Bill of Lading until he has seen that the freight for which it calls is in the possession of the Railway.

The Bill of Lading issued or signed at the agency station must bear the notation "Freight loaded at non-agency station, and received at owner's count and risk".

CONDITIONS FOR HANDLING NON-CARLOAD SHIPMENTS OF PERISHABLE FREIGHT

RULE 235:— As the Railway does not have facilities at any of its terminals for the protection of perishable freight against heat or frost such traffic will be held in mechanically heated or cooled refrigerator cars under the following conditions:

1. Such traffic must be picked up by the Consignee within twelve (12) hours following the first 7:00 A.M. after the Arrival Notice has been sent or given.
2. When the Consignee fails to pick up the freight within the time allowed the Railway reserves the right to unload the freight in order to release the car. The Railway will not assume any responsibility for damage which may occur to the shipment after being unloaded from cars at destination.
3. The Railway will not assume any risk or liability for loss or damage to the shipment by heat or frost while in cars caused by the opening of the car doors for loading or unloading purposes.

CARS NOT FULLY LOADED

RULE 236:— When the shipper loads non-carload freight in or on a car and such a car is not fully loaded, if the shipper requests that the car be forwarded without other freight in or on it, the shipper will be charged for a carload lot. Otherwise the car will be held for loading of other freight.

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

RULE 240 : EXCEPTION LIST

- Antlers Flat rate: \$30.57 each
- Boats, canoes (see rule 185)
- Motorcycles, skidoos, all terrain vehicles (ATV)..... Flat rate : \$114.63
- Argo ATV vehicles, Side-by-Side Utility task vehicle..... Flat rate : \$171.95
- Venison : this item applies to the product of deer, caribou & moose.
- When suitably wrapped Flat rate : \$38.21 each

QUEBEC NORTH SHORE & LABRADOR
RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

| RULE 240 : EXCEPTION LIST (cont'd.) | | | | | | |
|--|---|---|--|--|--|--|
| | COMMODITIES | FROM | | TO | | ◆ RATES PER100kg |
| A | Vehicles, freight or passenger self propelling SU on own wheels, when loaded on standard type railway flat cars. Actual mass subject to a minimum of 2268 kg for each unit. NOTE : - All exterior accessories including hubcap also articles left in the vehicle are carried at owner's risk of loss or damage. | Sept-Îles |Que. | Esker Labrador City Schefferville Wabush Lake | Nfld. Nfld. Que Nfld. | 25.64 19.11 29.05 24.27 25.64 19.11 |
| | | Esker Labrador City Schefferville | ...Nfld. ...Nfld. ...Que. | Sept-Îles | Que. | 29.05 |
| | | Labrador City Schefferville | ...Nfld. Qc | Schefferville Labrador City | Que. ...Nfld. | 15.59 15.59 |
| B | Vehicles, freight or passenger self propelling. Trailers; travel, tent Actual mass subject to a minimum of 1814 kg for each unit. NOTE : - Rates applicable only on vehicles or trailers suitable for and when loaded on bi-level automobile cars. All exterior accessories including hubcaps also articles left in the vehicles or trailers are carried at owner's risk of loss or damage. | Sept-Îles | ...Que. | Esker Labrador City Schefferville Wabush Lake | Nfld. Nfld. Que Nfld. | 21.08 15.95 24.06 20.1 21.08 15.95 24.06 |
| | | Esker Labrador City Schefferville | ...Nfld. ...Nfld. ...Que. | Sept-Îles | Que. | 12.99 12.99 |
| | | Labrador City Schefferville | ...Nfld. Que. | Schefferville Labrador City | Que. ...Nfld. | |
| | COMMODITIES | BETWEEN | AND | MINIMUM | ◆ RATES PER100kg | |
| C | VEHICLES as described herein : Automobiles, pick-up trucks or panel truck when coupled to travel trailers Travel trailers when coupled to automobiles, pick-up trucks or panel trucks. | Sept-Iles, Que. | Labrador City, Nfld. Schefferville, Que. Eric, Que | 1814 kg | 15.95 24.06 10.79 50.79 60.12 40.68 | |
| | | Sept-Iles, Que. | Labrador City, Nfld Schefferville, Que. Eric, Que | 1361 kg | | |
| "The minimum mass for travel trailers up to 6.10 m in length will be 1361 kg. For trailers in excess of 6.10 m in length the minimum will be arrived at by using 223 kg/m from the mid-point of the ball hitch to the extreme outside of the rear bumper." | | | | | | |

Fuel Surcharge

◆ **Rule 245:** The rates specified herein are subject to (and shall be increased by) Q.N.S. & L. Ry.

QUEBEC NORTH SHORE & LABRADOR RAILWAY COMPANY

Q.N.S. & L. Ry. TARIFF No. F.23-R

Tariff F-100 Fuel Surcharge.

TABLE OF CHARGES
♦ (rates per 100 kg)

Table with 6 columns: Mass in kilograms, Sept-Îles Schefferville Sept-Îles, Sept-Îles Labrador City Sept-Îles, Labrador City Schefferville Labrador City, QNS&L connecting points (1). Rows include Min Charge and Up to/ categories with mass values from 100 to 7500 kg.

(1) Other than Emeril.