



Certified Loader of Coiled Metal Products
Letter of Agreement

Effective _____, _____ ("the Certified Loader") agrees to comply with the following conditions for intermodal domestic and international shipments of metal plates, sheets, rods and strips, in coils, ("Coiled Metal Products") shipped in trailers or containers on CN's railway. This agreement applies solely on CN lines and does not apply on shipments moving interline between other railroads or switching carriers. This Letter of Agreement is valid for a period of three (3) years from the above date, after which time a new certification will be required and a new Letter of Agreement will have to be executed.

1. The Certified Loader understands that the following procedures are being implemented to help ensure a safe rail environment for all CN employees, the general public, and shippers while protecting CN customers' best interests. No metal coils will be transported unless this Letter of Agreement has been signed by the Certified Loader and is on file at CN, indicating the shipper's awareness and acceptance of the requirements for shipping Coiled Metal Products in trailers or containers on CN.
2. The Certified Loader acknowledges having received and reviewed a copy of CN Tariff 6800 supplements thereto and reissues thereof, including Item 4000 respecting Intermodal Coiled Metal Products. When tendering Coiled Metal Products, the Certified Loader is fully responsible for ensuring compliance with CN Tariff 6800 supplements thereto and reissues thereof, for using equipment in suitable condition to carry concentrated weights, and for properly distributing the weight of the load over the flooring, sills, and cross-members of the Intermodal unit.
3. CN will not accept Coiled Metal Products unless loaded in accordance with CN Tariff 6800 supplements thereto and reissues thereof.
4. In no event will the Certified Loader exceed 85% of the intermodal unit manufacturer's cargo weight limitation, unless using an LRP, Holland Sled, or a Langh Coil Container (Railroad).
5. CN will not accept Coiled Metal Products in a trailer/container that is more than seven (7) years old determined on the basis of the date of shipment and the date of construction the trailer/container.
6. If the Certified Loader provides the Bill of Lading, Coiled Metal Products must be designated by commodity description, "COILED METAL PRODUCTS", and proper Standard Transportation Commodity Code ("STCC") on the shipping instructions. The Certified Loader must not use a "Freight All Kinds", FAK STCC Commodity Description. If container contains multiple commodities, in addition to Coiled Metal Products, a Coiled Metal Product STCC must be used.
7. If the Certified Loader provides the Bill of Lading, the Certified Loader shall provide a printed and signed bill of lading accompanied by or including the following certification:

"The Intermodal unit is not more than seven (7) years old; has been inspected; is structurally sound; is in proper condition for transport of coiled metal product; and is blocked and braced to AAR and CN-approved standards for safe rail transport & handling at Intermodal terminals."
8. The Certified Loader also agrees to load the shipment in compliance with AAR and/or CN loading regulations including weight distribution, blocking and bracing. Certified Loader agrees to properly block and brace shipments to prevent any occurrence of longitudinal or lateral movement during the entire transport cycle when using this method. Certified Loader agrees that Coiled Metal Products will not exceed an imposed weight restriction of 12,500 lbs per coil including bracing and support material. If the Certified Loader uses a LRP, a Holland Sled, or a similar device approved by the AAR/CN, the

weight restriction will be 24,500 lbs per coil. Gross weight of product and weight distribution device (i.e. LRP, Sled or Similar AAR/CN-approved Device) must not exceed the weight capacity of the container in which the product is shipped.

9. Acceptance for transportation of an Intermodal unit of Coiled Metal Products that is not in compliance with this letter of agreement or CN Tariff 6800 supplements thereto and reissues thereof shall not release the Certified Loader from its obligations.
10. The Certified Loader agrees to indemnify, defend and hold CN harmless from any and all claims, liabilities, fines, penalties, costs, losses, liens, causes of action, suits, demands, judgements, expenses, and damages (including, without limitation, court costs and attorneys' fees) resulting, in whole or in part, from:
 - a) the improper blocking and bracing or loading of Coiled Metal Products;
 - b) the use of a container or trailer that is for any reason unsuitable for the movement of Coiled Metal Products; or
 - c) the failure of the floor, walls, or doors in the trailer or container.
11. Insurance:
 - a) The Certified Loader will procure and maintain throughout the term of this Agreement, commercial general liability insurance including bodily injury, death, property damage, cross liability and Environmental Impairment Coverage on a Sudden and Accidental coverage basis, with liability coverage in an amount of not less than \$5,000,000 per occurrence. It is understood that the employees of the Certified Loader shall not be considered employees of CN and its affiliated companies. The insurance coverage shall have CN and its affiliated companies as additional insured.
 - b) Upon the written request of CN, the Certified Loader shall provide to CN evidence of such insurance having been obtained and maintained in the form of a certificate of insurance, and such insurance shall not be subject to cancellation and/or alteration in a manner material to this Agreement except after at least thirty (30) days prior written notice to CN. If the Certified Loader fails to comply with the requirements hereof to obtain insurance, CN may, but need not, obtain such insurance and keep the same in effect and the Certified Loader shall pay to CN the premium cost thereof upon demand.
 - c) CN shall not be responsible for the payment of any premiums with respect to such insurance, and shall not be responsible for notifying the insurers of any occurrence or accident.
 - d) The Certified Loader agrees that the insurance provided herein does in no way limit the Certified Loader's liability pursuant to the Indemnity provisions of this Agreement.
12. In the event that the terms of this Letter of Agreement are not met, or the certification given to CN is not accurate, the Certified Loader agrees to release CN from any and all claims it could otherwise assert against CN for loss or damage to Certified Loader's shipments or their contents. In addition, the Certified Loader is not absolved from any responsibility or liability in the event of failure resulting from non-compliance with CN Tariff 6800, supplements thereto and reissues thereof.
13. This Letter of Agreement may at any time be amended, cancelled, or revoked by CN, if CN considers for any reason, in its sole discretion, that such amendment, cancellation, or revocation is appropriate in light of the requirement for safe railway operations. CN reserves the right to stop any shipment in transit, or tendered to CN.
14. The certification is not transferable and cannot be assigned.

The undersigned Certified Loader agrees to the terms and conditions set forth above.

Name of Certified Loader: _____
Date: _____

By: _____
Title: _____