

Bulletin No. 8

(This bulletin cancels Bulletin No. 7)

KCSM – Shipper Terminal Services Agreement

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KCSM – Shipper Intermodal Terminal Services Agreement

This official statement and the rules contained apply to all Intermodal traffic in containers or trailers, originating and / or destined KCSM Controlled and / or Private Controlled Terminals, interchanged to and carried by KCSM.

In addition, Shippers will also be bound to the Rules Tariff Publications (current and future posted) listed on the KCSM website <http://www.kcsouthern.com/en-us/Services/Pages/PricingRules.aspx>, which includes KCS 9012 effective November 1, 2012, KCS 9011 effective November 1, 2012, KCS 37 effective September 16, 2008, Rules Publication KCSM effective October 2011, and as well as the Intermodal Terminal charges stated in the General Rate of Operations and Services <http://www.kcsouthern.com/en-us/Services/Pages/IntermodalCharges.aspx>.

1. KCSM Controlled Intermodal Terminals

1.1. Overview. As used in this agreement the term “KCSM Controlled” means any intermodal terminal facility that is owned and operated by KCSM (or one of KCSM’s subsidiaries), which are Puerta Mexico, EM; Interpuerto, SLP; and Salinas Victoria, N.L.. KCSM line-haul rates provides: switching, primary lifts, gate-house services, chassis inventory for rail controlled owned / lease containers (private asset ownership excluded), and other related intermodal services. KCSM is responsible for cargo liability and security while containers / trailers are parked within KCSM Controlled terminals. Shippers will abide to the KCSM intermodal rules, policies, and yard tariffs for free time, daily storage fees, and secondary lift charges.

1.2. Terminal Gatehouse Hours of Coverage. The 3 Terminals controlled by KCSM operates from Monday to Sunday 24 hours.

1.3. Customs Hours of Coverage at Terminals (Sundays closed)

- Puerta Mexico, EM: Monday to Friday from 9:00 to 17:00. Saturday from 10:00 to 14:00.
- Interpuerto, SLP: Monday to Friday from 9:00 to 19:00. Saturday from 10:00 to 13:00.
- Salinas Victoria, N.L.: Monday to Friday from 9:00 to 18:00. Saturday closed.

1.4. Intermodal Yard Free Time and Storage: At KCSM Controlled terminals the free time for Intermodal equipment located within the terminal for revenue empty or loaded container / trailers are as follows:

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1.4.1 The free days from notification of train discharge (bonded and non-bonded):

Inbound rail traffic	Day of notification plus 5 calendar day
	Includes weekends and holidays.

If Notify is on:	Then Free Time will end:
Monday	Saturday 23:59
Tuesday	Sunday 23:59
Wednesday	Monday 23:59
Thursday	Tuesday 23:59
Friday	Wednesday 23:59
Saturday	Thursday 23:59
Sunday	Friday 23:59

NOTE: The Notification starts at the moment of unload from the train. Notification will be sent electronically to the shipper's designated contacts.

1.4.2. The free days from in-gate at the bonded yard gatehouse:

Outbound rail traffic on the bonded area.	Day of in-gate plus 13 calendar days.
	Includes weekends and holidays.

1.4.3. Storage charges: Once exceeding the last free day a storage charge will be applied at USD \$30.00 plus IVA tax (16%) per storage day. Storage charges are independent of any extra flip, swing and / or per-diem equipment cost generated. REZ-1 will invoice Shippers for yard storage associated with KCMU and TMXU products for the Puerta Mexico, Salinas Victoria, and San Luis Potosi KCSM Controlled terminals. All other private equipment ownership will be invoiced by KCSM. Private Controlled terminals will continue to invoice Shippers directly based on their yard storage tariff for free time, daily storage rates, and secondary lifts. Private bare 53' chassis not removed within the forty eight (48) hour period following notification will incur storage charges at USD \$30.00 per day plus IVA tax (16%).

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1.5 Secondary Lift Charges (aka extra flips or swing charges). Primary lifts are included in the Shipper’s line-haul rates at KCSM Controlled terminals. Primary lifts include unloading from the rail car to a chassis and / or to the ground. Primary lifts are also included in the Shipper’s line-haul rates from a chassis and / or from the ground to the rail car. Secondary lifts will be charged to the Shipper for lifts from the ground to a chassis, chassis to the ground, and / or chassis to chassis if the Shipper is deficient of chassis or is experiencing a mechanical issue with the chassis. Secondary lift charges will be applied at USD \$30.00 plus IVA tax (16%) per secondary lift.

1.6 REZ-1 Rail – Controlled Container Equipment Per Diem Rates - KCMU / TMXU Product. KCSM has authorized REZ-1 to invoice the KCSM Shippers for equipment per diem charges on KCMU and TMXU container usage. These units will be available for Shipper use for intermodal shipments originating and terminating within the Intermodal Terminals controlled by KCSM. KCMU and TMXU product are offered only at Puerta Mexico, Salinas Victoria, and San Luis Potosi KCSM Controlled terminals. KCSM will not provide equipment per diem free time (includes weekends and holidays) for the KCMU and TMXU products. Revenue loaded or empty containers discharged from rail cars the equipment per diem clock begins on the notification date. Empty container equipment per diem clock begins on the reservation date. The KCSM storage tariffs 1.4.1, 1.4.2 and 1.4.3 also applies to the KCMU and TMXU product.

KCSM Per Diem Rates – TMXU Product

Escalating Per Diem	Charges	
Days 1 thru 10	USD \$20.00 per day	plus IVA tax (16%)
Day 11 thru 30	USD \$50.00 per day	plus IVA tax (16%)
Days 31 +	USD \$100.00 per day	Plus IVA tax (16%)

KCSM Per Diem Rates – KCMU Product

Escalating Per Diem	Charges	
Days 1 thru 10	USD \$17.00 per day	plus IVA tax (16%)
Day 11 thru 30	USD \$50.00 per day	plus IVA tax (16%)
Days 31 +	USD \$100.00 per day	plus IVA tax (16%)

Please visit the following web address for detail REZ-1 information:
http://channelspeed.rez1.com/policies/REZ-1_Policies_and_Procedures.htm

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1.7 All Equipment (Container, Chassis, and Trailer) outside the KCSM Controlled Intermodal Terminals

- 1.7.1** All equipment located outside the terminal is the sole responsibility of the Shipper that out-gated the equipment.
- 1.7.2** The Shipper's drayman is responsible to return the empty equipment clean, without any residue.
- 1.7.3** Any empty container or trailer with trash or residues will not be allowed in the KCSM Controlled terminal.
- 1.7.4** Twist lock mechanism to secure the container to a chassis must be used. Chains will not be allowed to secure the container to a chassis.
- 1.7.5** All containers or trailers must have all its hazardous placard labels removed prior to in-gate if they are moving under a non-hazardous waybill.
- 1.7.6** The Shipper is responsible for paying the DV (Depreciated Value) and any other legal cost to KCSM for any KCSM rail controlled equipment that is stolen or is determined to be a total lost caused by an accident once the equipment has been out-gated.
- 1.7.7** Any damages detected in the in-gate inspection will be recorded on the J-1 format (EIR) and handling carrier damages (AAR guidelines) will be invoiced to the Shipper's assigned Intermodal drayage company.
- 1.7.8** Any failure of the Shipper's drayage company to pay for such damage may result in their suspension of accessing any Intermodal terminal. In addition, the Shipper will be held responsible for all outstanding invoices incurred by their Intermodal drayage company of choice.

Note: Upon arrival to the Intermodal terminal in-gate, the drayman will be responsible to notify the Intermodal terminal personnel of any damage that occurred outside the Intermodal terminal. The drayman will also be responsible during the in-gate inspection process to open the empty container / trailer doors so that the unit's interior can be inspected. The Intermodal terminal personnel will inspect the equipment outside and the inside (empty container / trailer) physical condition and will record any damages on the J-1 format (EIR) both owner and handling carrier damages (AAR guidelines). Once the inspection process is completed the Intermodal terminal personnel will provide the drayman a copy of the J-1.

1.8 Maintenance of Containers / Chassis / Trailers at KCSM Controlled Terminals: The cost of repairs for the Shipper's private fleet of containers / chassis / trailers (non-controlled railroad equipment) shall be allocated at the KCSM Controlled terminals as follows:

- 1.8.1** Shipper shall perform at their expense both AAR's owner and handling carrier responsible repairs:
 - All Shipper's owned / leased chassis either bare or mounted under a container.
 - All Shipper's owned / leased containers / trailers received **empty** by rail car from a foreign railroad, by rail car from a Private Controlled terminal, or by the KCSM Controlled terminals in- gate lanes.
- 1.8.2** KCSM shall pay handling carrier damages as governed by the AAR's rules for the shipper's **loaded** container / trailer if not recorded by a J-1 and or J-2 inspection form. Shipper will

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be required to receive a Purchase Order approval from KCSM prior to any repairs to the loaded container or trailer. The shipper's repair invoice will require the approved KCSM Purchase Order number with the approved repair cost for payment from KCSM. The equipment owner has ten (10) calendar days from the time the equipment enters the KCSM Controlled intermodal terminal (off the rail car or through the gatehouse) to receive a Purchase Order number for any and all KCSM handling carrier damage responsibilities. After the 10th calendar day KCSM will not be responsible for handling carrier damages. KCSM will have the date of the receipt of the Purchased Order request plus three (3) calendar days to respond concerning their responsibility of the equipment damages.

- 1.8.3** As between the Shipper and KCSM, KCSM shall not be responsible for any repairs that become necessary while a shipper's container / chassis / trailer is in the possession of a third party, including a motor carrier, Private Controlled terminals, or other foreign railroads.
- 1.8.4** Damages to trailers not equipped with full-length lift pads will not be the responsibility of KCSM.
- 1.8.5** KCSM shall be liable for costs and / or damages for equipment (AAR DV standards) and lading (KCSM current liability limits) resulting from KCSM train accidents, (derailments, collisions, side- swipes, etc) while shipments are in the possession of KCSM. KCSM will also be responsible for reported KCSM Controlled intermodal terminals accidents that are attributed to their intermodal lift operator.
- 1.8.6** Depreciated Value Calculation (DV) concerning containers and trailers are assumed to have a useful life of fifteen (15) years and a residual value equal to 10% of the original purchase price. Chassis are assumed to have a useful life of twenty (20) years and also a residual value equal to 10% of the original purchase price.
- 1.8.7** KCSM shall not be liable for any loss, damage, or delay to the lading and / or intermodal equipment, caused by Act of God, the public enemy, and the authority of law, act of default of the Shipper or Owner, or natural shrinkage, riots, or strikes

1.9 General Operating Rules

- 1.9.1** KCSM enforces the "No Bill – No Gate" policy at all of their in-gate lanes. Shippers are responsible to provide KCSM all required billing information prior to the Shipper's drayage company entering the KCSM Controlled terminal. All units without waybills will be rejected at the gate.
- 1.9.2** KCSM will load containers exclusively on flatbeds / chassis which have been modified with bulkheads or twist locks that provide a positive locking mechanism. Other different mechanism to secure containers will not be considerate.
- 1.9.3** KCSM will only load containers / trailers heading to the U.S. and Canada presenting the Mexico Customs pedimento and U.S. Entry Number.
- 1.9.4** Shipper will ensure that the lading does not exceed the weight capacity of the equipment owner's container / trailer guidelines. KCSM will not accept COFC or TOFC units with the combined gross weight exceeding 65,000 pounds. Gross weight means combined weight of the container / trailer and its lading.
- 1.9.5** Twenty (20') foot containers must be tendered by the Shipper in pairs. Containers not tendered in pairs will be held for a matching twenty (20') foot container from each Shipper

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in order to fill a railcar. KCSM will not be responsible to cover additional costs (yard storage, Customs clearance, etc.) nor to transport empty containers free of charge due to lack of 20' pair.

- 1.9.6 KCSM will not accept coiled metal or scrap metal intermodal shipments via steel-wheeled interchange with another railroad or from on-dock locations, regardless if stated in a price authority.
- 1.9.7 The Shipper is responsible for any charges, cost, expenses, duties, taxes, and fees that are associated with a shipment's clearance at the border and Customs (or any government agency) inspections or examinations. In addition, the Shipper is responsible for any charges resulting from the shipment being delayed, detained, moved, lifted, drayed, and stored at the border, an examination facility, or a KCSM facility.
- 1.9.8 For any reason due to the Shipper's action for a rail car destined to the U.S. or Mexico has to be removed from the train at the border rail bridge and / or on the KCSM rail network (container / trailer load shifts, improper documentation / waybill, illegal commodities / contraband, Customs intensive inspection, etc.) the Shipper will be assessed all fines in addition to a USD \$500.00 plus IVA tax (16%) per rail car penalty switch fee plus USD \$100.00 plus IVA tax (16%) per day per diem penalty fee until the rail car has been released for the next available train movement.
- 1.9.9 For any reason the Shipper request that a container / trailer is required to be unloaded from the train prior to reaching its final destination will be assessed all fines in addition to a USD \$500.00 plus IVA tax (16%) per rail car switch. KCSM will not guarantee removing containers / trailers from active train movements. A fee of USD \$75.00 plus IVA tax (16%) will be applied for the waybill correction for each container unloaded from the train short of its destination.
- 1.9.10 KCSM will require KCSM indemnity agreements to be signed by the Shipper and their service vendors to enter a KCSM Controlled terminal.

2 Private Controlled Intermodal Terminals

2.1 **Overview.** As used in this agreement the term "Private Controlled" means any intermodal terminal facility that is not owned and operated by KCSM. Private Controlled terminals may or may not be opened to the public. In addition, Shippers will also be bound to the Rules Tariff Publications (current and future) listed on the KCS website <http://www.kcsouthern.com/en-us/Services/Pages/PricingRules.aspx>, which includes KCS 9012 effective November 1, 2012, KCS 9011 effective November 1, 2012, KCS 37 effective September 16, 2008, Rules Publication KCSM effective October 2011, as well as the Intermodal Terminal charges stated in the General Rate of Operations and Services <http://www.kcsouthern.com/en-us/Services/Pages/IntermodalCharges.aspx>.

2.2 **Private Controlled Intermodal Terminals Open To The Public.** Private Controlled means any intermodal terminal not owned or operated by KCSM. Any intermodal terminal not listed in the KCSM Controlled terminal section is considered a Private Controlled terminal. KCSM line-haul rates include only train service to the Shipper's designated spot inside the Shipper's

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choice of Private Controlled terminals. Shippers will abide to the Private Controlled terminal intermodal rules, policies, and yard tariffs for free time, daily storage fees, and primary / secondary lift charges. Private Controlled terminals will be responsible for cargo liability and security while containers / chassis / trailers are parked within the Private Controlled terminals. Shipper will also be responsible to follow the KCSM Private Controlled intermodal terminals tariffs. Private Controlled terminals opened to the public include (but not limited to):

Cuautitlan II (aka Contrimodal)

Guadalajara

Pantaco (KCSM line-haul rates also include primary intermodal lift rates)

Queretaro (KCSM line-haul rates also includes primary intermodal lift rates)

Ferroservicios (aka Ahorcado)

SLP Jesus Maria (aka Espanita)

Hidalgo TILH

All Mexico Port Terminals

2.3 Private Controlled Intermodal Terminals Not Open To The Public. Private Controlled means any intermodal terminal not owned or operated by KCSM. Any intermodal terminal not listed in the KCSM Controlled terminal section is considered a Private Controlled terminal. KCSM line-haul rates include only train service to the Shipper's designated spot inside the Shipper's choice of Private Controlled terminals. Shippers will abide to the Private Controlled terminal intermodal rules, policies, and yard tariffs for free time, daily storage fees, and primary / secondary lift charges. Private Controlled terminals will be responsible for cargo liability and security while containers / chassis / trailers are parked within the Private Controlled terminals. Shipper will also be responsible to follow the KCSM Private Controlled terminals intermodal tariffs. Private Controlled terminals not opened to the public include:

Encantada	(aka as Saltillo)	Chrysler Plant
Rojas	(aka Ramos Arizpe)	GM Plant
Silao		GM Plant

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2.4 KCSM Private Controlled Terminal Tariffs. All shippers of record will be accountable to abide with the KCSM Private Controlled intermodal terminal tariff guidelines:

2.4.1 Point of Interchange

- KCSM will provide line-haul services to its designated point of spot for rail cars inside the Shipper's choice of Private Controlled terminal.
- KCSM will provide the Shipper with a designated point of pick-up for rail cars loaded and / or bare at the Shipper's choice of Private Controlled terminal.
- Shipper will be accountable to provide KCSM rail cars that have undergone a proper railroad initial terminal inspection. Inspection includes: initial air brake test, container / trailer securement on the rail car, and a mechanical rail car inspection.

2.4.2 Facility Standards

- The Shipper's choice of Private Controlled terminal must meet KCSM track standards and be approved by KCSM personnel at any given time.
- The Shipper's choice of Private Controlled terminal must be free and clear of any hazardous conditions for KCSM personnel to enter and work within.
- KCSM will have the right to enter the Shipper's choice of Private Controlled terminals at all time to validate the safe conditions of the Private Controlled terminal.

2.4.3 Demurrage / Costs

- Intermodal rail cars spotted to a Shipper's choice of Private Controlled terminal will be handled under public tariff provisions for Demurrage. Tariff KCS 6000-F Revision 1 issued September, 1, 2011 contains rules and charges governing demurrage and storage. This publication is available on the Internet. The KCS Home Page address is <http://www.kcsouthern.com>. From the Home Page choose the 'Customers' link, then click the 'Accessorial Charges' link and click 'KCS 6000 Demurrage Tariff' link.
- Each chargeable debit (debits greater than credits) will be invoiced at USD \$75.00 plus IVA tax (16%) per debit.
- Shippers will be responsible for using the KCSM on-line Demurrage system.
- The Shipper will not be responsible for Demurrage on Intermodal rail cars at the Mexico Port intermodal on-dock facilities located on the KCSM network, Pantaco, nor Queretero.
- Shipper will be responsible for fees / costs associated with re-railing / clearing / damage to rail cars, and facilities.

2.4.4 Load Planning

- KCSM will furnish a load blocking plan that the Shipper must comply with on each track released to KCSM.
- KCSM will notify in writing any destinations allowed to be co-mingled to a single rail car.
- KCSM will expect a minimum 95% car well / hitch utilization: Shipper must manage its choice of Private Controlled terminal to comply with this requirement. Rail cars with less than 92% rail car utilization are subject to not being pulled from the Private Controlled terminal.
- Shipper will supply sufficient IBC inventory to reload maximum containers to each rail car. KCSM is not responsible for supplying IBC inventory for Private Controlled intermodal terminals.

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- Shipper will ensure their choice of Private Controlled terminal to follow AAR / KCSM loading rules and guidelines to rail cars. Examples of some of the rules / guidelines include: not to exceed the maximum gross weight per each rail car position, heaviest container loads on the bottom well position / lightest container load on the top position in the same car well, no 20' containers loaded in the top well position, no single 20' container loaded in the bottom rail position, all IBC's are in the proper locked position, right containers / trailers in the right position listed on the final load plan, container / trailers have proper door seals applied, all container / trailers with proper KCSM way-billing requirements / containers / trailers tied in the KCSM MCS system to the rail car, and containers / trailers loadings are properly blocked and braced for rail transport.
- Shipper will ensure that the lading does not exceed the weight capacity of the equipment owner's container / trailer guidelines. KCSM will not accept COFC or TOFC units with the combined gross weight exceeding 65,000 pounds. Gross weight means combined weight of the container / trailer and its lading.
- Over width shipments that exceed AAR and KCSM Railway Line Clearances will not be accepted unless authorized by KCSM.
- KCSM will not receive containers and / or trailers containing restricted hazardous materials and / or hazardous waste. Shipper will comply with the KCSM publication.
- Shipper must comply with the regulations governing the transportation of hazardous materials, including hazardous wastes and hazardous substances (where the movement of said material on the carrier is not restricted), and where a hazardous material is shipped, must be precisely and clearly identified on the shipping documents the commodity being transported by proper shipping name, hazard class, and UN / NA number. Shipper is also required to apply the proper hazardous placard label. Where the Shipper fails to comply with the foregoing requirements, the Shipper shall hold KCSM harmless against and reimburse KCSM for all costs, damages, penalties and other liabilities incurred by KCSM in the event the commodity is spilled or released from the shipping package into the environment for any reason. Shipper also must include on their bill of lading the safety contact number in case of an emergency and / or accident.
- Shipper must verify that the Private Controlled terminal has the proper permits to handle the specific hazardous material shipment, including hazardous wastes and hazardous substances (where the movement of said material on the carrier is not restricted). Where the Shipper fails to comply with the proper permits, the Shipper shall hold KCSM harmless against and reimburse KCSM for all fines and / or penalties.
- For the specific traffic origin from Lazaro Cardenas (El Cayacal), the Shipper must complete the load plan and programming procedure with at least 24 hours of the shipping document validity by the cut off time of the Service Design. It is recommended to complete the load plan with 48 hours prior the shipping document expiration.
- KCSM will not absorb additional costs from any private terminal.

2.4.5 Penalties / Fines

- Failure to comply with initial terminal inspections and / or proper brake test will result in a penalty of actual costs from KCSM.
- Failure to comply with Facility Standards will result in the immediate discontinuance of service by KCSM.
- Failure to comply with the approved block plan will result in a USD \$100.00 plus IVA

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tax (16%) per car penalty for KCSM to reposition said rail car into its proper train block sequence.

- Co-mingling container / trailer units on the same rail car not approved by KCSM will result in said rail car to be delivered to the interchange railroad partner as – is and the Shipper will be responsible for actual costs if any imposed upon KCSM by any party. If the rail car must be handled at a KCSM / KCSR facility, an unapproved co-mingling of destinations on a rail car will result in a USD \$500.00 plus IVA tax (16%) per rail car switch penalty fee for KCSM / KCSR to re-work the rail car.
- Failure to comply with Cross Border documentation / waybill requirements will result in penalties assessed in KCSM's public tariff. Any and all fines from Mexico Customs and / or U.S. Customs assessed against KCSM / KCSR will be passed on the Shipper.
- For any reason due to the shipper's action for a rail car destined to the U.S. or Mexico has to be removed from the train at the border rail bridge and / or the KCSM rail network (container / trailer load shifts, improper position of the container / trailer on the rail car vs. the train consist, improper documentation / waybill, illegal commodities / contraband, Customs intensive inspection, etc.) the Shipper will be assessed all fines in addition to a USD \$500.00 plus IVA tax (16%) per rail car penalty switch fee plus USD \$75.00 plus IVA tax (16%) per day per diem penalty fee until the rail car has been released for the next available train movement.
- For any reason the Shipper request that a container / trailer is required to be unloaded from the train prior to reaching its final destination will be assessed all fines in addition to a USD \$500.00 plus IVA tax (16%) per rail car switch. KCSM will not guarantee removing containers / trailers from active train movements. A fee of USD \$75.00 plus IVA tax (16%) will be applied for the waybill correction for each container unloaded from the train short of its destination.