

**BEFORE THE  
SURFACE TRANSPORTATION BOARD**

234718

ENTERED

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**Docket No. 35504**

Office of Proceedings

August 27, 2013

Part of

Public Record

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**UNION PACIFIC RAILROAD COMPANY—PETITION FOR DECLARATORY  
ORDER**

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**MOTION TO SHOW CAUSE**

The American Chemistry Council; The Chlorine Institute; The Fertilizer Institute; and The National Industrial Transportation League (collectively the “Interested Parties”)<sup>1</sup> hereby submit this “Motion to Show Cause” in the above-captioned proceeding.

Specifically, the Interested Parties request that the Board order the Union Pacific Railroad Company (“UP”) to show cause why Items 50 and 60 in UP Tariff 6607, which was issued on June 28, 2013 and became effective August 1, 2012,<sup>2</sup> are reasonable under the Surface Transportation Board (“Board”) decision served in this proceeding on April 30, 2013 (“Final Decision”), because those tariff items suffer from precisely the same deficiencies as the previous iteration of Tariff 6607, which the Board concluded UP had not demonstrated to be reasonable.

**I. BACKGROUND**

On April 27, 2011, UP filed a petition, requesting that the Board issue a declaratory order finding reasonable Items 50 and 60 of Tariff 6607, “General Rules for Movement of Toxic or Poison Inhalation Commodity Shipments Over the Lines of the

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<sup>1</sup> These are the same organizations that have participated throughout this proceeding as the “Interested Parties.”

<sup>2</sup> A copy of the tariff is attached to this Motion as Exhibit 1.

Union Pacific Railroad.” Those tariff items required shippers of toxic inhalation hazard (“TIH”) commodities “to indemnify UP against liabilities resulting from the negligence or fault of shippers themselves, the negligence or fault of third parties, or acts of God.” Final Decision, slip op. at 2. The Board instituted a proceeding in response to UP’s petition and received three rounds of public comments.

On April 30, 2013, the Board issued the Final Decision, which denied UP’s petition. The Board concluded that Items 50 and 60 of Tariff 6607 were “overly broad” because UP had “not provided adequate support for requiring shippers to protect UP from smaller, non-catastrophic risks and from liabilities not due to the presence of TIH.” Final Decision at 3, 6.

Approximately two months later, on June 28, 2013, UP reissued Tariff 6607 with revised indemnity language in Items 50 and 60. That tariff became effective on August 1, 2013. Because the revised language suffers from precisely the same deficiencies as the prior iteration of Tariff 6607 that the Board concluded was not reasonable, the Interested Parties have filed this Motion asking the Board to order UP to show cause why the Board should not reach the same conclusion as to this revised version of Tariff 6607.

## II. **ARGUMENT.**

### A. **UP’s Disregard for the Final Decision Warrants a Show Cause Order.**

The revised language in Items 50 and 60 of Tariff 6607 have the same overly broad effect that the Board concluded was not reasonable in the Final Decision. The Board found the prior version of that tariff to be overly broad for two independent reasons.

- First, “the tariff language could subject TIH shippers to a wide range of liability that is not related to the presence of TIH.” Final Decision at 3.

- Second:

“UP’s indemnity requirement is not limited to the catastrophic incidents for which UP claims it cannot obtain insurance or other protection. Shippers would also be *required* to protect UP from smaller liabilities against which UP can already protect itself through insurance. We consider the effect of the tariff provisions to be overly broad in this respect.”

Id. at 4 [*italics in original*]. In the revised Tariff 6607, UP makes no attempt to address the Board’s second rationale for finding Items 50 and 60 not to be reasonable.<sup>3</sup> This failure, in and of itself, warrants the requested show cause order, because UP has so obviously ignored the Final Decision.

The Board could not have been more clear in the Final Decision that Items 50 and 60 are not reasonable because they require shippers to protect UP against liabilities for which UP can protect itself through the purchase of insurance. The Board considered and rejected each of UP’s four arguments as to why an indemnity is a better solution than insurance:

- “That UP self-insures for incidents up to \$25 million..., or that its premiums may increase following an incident, does not mean that UP is left unprotected from these smaller TIH incidents. To the extent appropriate, UP can recover these costs just as it would recover any other operating cost....”
- “The Board’s rate processes...permit recovery of these costs just as a railroad would recover any other cost. UP does not assert that its TIH-related insurance costs are treated differently than other costs.”
- “As for UP’s assertion that even a small TIH incident on UP...may lead insurers to reduce the amount of coverage available, this is an extension of UP’s argument that it needs the indemnity to protect itself from uninsurable risks. UP’s tariff provisions are overly broad in that they would require shippers to protect UP from risks against which UP can already protect itself through insurance, regardless of

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<sup>3</sup> UP does appear to have attempted to address the Board’s first rationale. Although the Interested Parties do not believe that UP has successfully done so, the Board need not decide that issue because UP’s failure to address the Board’s second rationale provides sufficient justification for a show cause order.

whether the threshold up to which this protection applies—i.e., the amount of insurance coverage available—changes or remains the same.”

- “UP’s insurance-related arguments, including its contention that smaller incidents could consume the coverage available in a given year, are not specific to TIH.... Thus, if UP’s rationale based on these aspects of its insurance policy were sufficient to support its indemnity provisions, this rationale would extend to shipper indemnification of UP for all commodities, not only TIH. Such an approach would have broad ramifications, which we are not prepared to endorse.”

Final Decision at 5. Because the indemnity in Tariff 6607 extended to insurable risks, the Board held that Items 50 and 60 were not reasonable.

The revised version of Tariff 6607, Items 50 and 60, also requires shippers to indemnify UP against the same insurable risks as the version that the Board found not to be reasonable in the Final Decision. The tariff indemnity is not restricted to uninsurable catastrophic liabilities.<sup>4</sup> Rather, Item 50(2) requires shippers to indemnify UP against “any and all TIH Liabilities” except those caused by UP or another rail carrier that participated in the transportation, regardless of whether UP can protect itself from such liabilities through the procurement of insurance. Consequently, the revised Tariff 6607, Items 50 and 60, is overly broad, and thus not reasonable, for precisely the same reason as the previous Tariff 6607, and the Board should order UP to show cause why the Board should not reach the same conclusion as to the revised Tariff 6607.

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<sup>4</sup> The Interested Parties do not concede that a tariff indemnity that was restricted to uninsurable liabilities would be reasonable. The Board previously noted that:

Opponents of UP’s indemnity tariff raised additional arguments to support their contention that the tariff is unreasonable [but that,] [g]iven our determination regarding the overly broad effect of UP’s tariff, we need not address these other arguments....

Final Decision at 6 (n. 12) [underline added]. The Interested Parties reserve those arguments for such time as UP or another carrier publishes such a tariff. For the purpose of this Motion, however, the Board still need not address these other arguments.

**B. The Board Can and Should Grant This Motion Without Requiring A New Proceeding.**

It is not necessary for the Board to institute a new proceeding to address the reasonableness of the revised Tariff 6607. The Board already has squarely addressed the salient facts in the Final Decision. Specifically, the UP tariff is not reasonable so long as it requires the shipper to indemnify UP for liabilities against which UP can protect itself by procuring insurance. By rearranging the words and phrases in Tariff 6607, but not their ultimate effect, UP has merely shuffled the deck. But, it is the deck itself that the Board found not to be reasonable in the Final Decision, not the order in which the cards appear in the deck.

The Board has used “show cause” orders in previous proceedings to enforce its decisions. In Railroad Ventures, Inc.—Abandonment Exemption—Between Youngstown, OH, and Darlington, PA, in Mahoning and Columbiana Counties, OH, and Beaver County, PA, STB Docket No. AB-556 (Sub-No. 2X) (served April 5, 2000), the Board ordered the abandoning railroad to show cause why the entire property that was considered in the Board’s decision setting an OFA valuation should not be transferred to the purchaser, after the railroad attempted to retain subsurface and air rights. In Central Kansas Ry., LLC—Abandonment Exemption—In Marion and McPherson Counties, KS, STB Docket No. AB-406 (Sub-No. 6X) (served June 23, 2000), the Board ordered a trail sponsor to show cause that it is meeting its responsibilities under Kansas Law for taxes, legal liability, and train management and that the trail condition should not be involuntarily revoked.

Through this Motion, the Interested Parties are asking the Board to enforce the Final Decision. If all UP has to do in order to avoid the consequences of the Board’s

decision is to change a few words in the tariff, declaratory orders will become meaningless and the Board will be confronted with an endless string of subsequent petitions that continually relitigate the same issues.

III. **CONCLUSION.**

The Final Decision unequivocally determined that UP Tariff 6607, Items 50 and 60, were not reasonable because they required shippers to indemnify UP against insurable risks. The revised versions of Items 50 and 60 impose the same requirement upon shippers, and thus they too cannot be reasonable. Therefore, the Board should order UP to show cause why its revised Tariff 6607 is any more reasonable than the previous Tariff 6607 was found to be in the Final Decision.

Respectfully submitted,



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American Chemistry Council, and The  
National Industrial Transportation League*

August 27, 2013

**Certificate of Service**

I hereby certify that on 27th day of August 2013, a copy of the foregoing “Motion to Show Cause” of the American Chemistry Council; The Chlorine Institute; The Fertilizer Institute; and The National Industrial Transportation League was served by electronic delivery on all parties of record in these proceedings.



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Jeffrey O. Moreno

# Exhibit 1



## **UP TARIFF 6607**

CONTAINING

General Rules for Movement of Toxic or Poison Inhalation  
Commodity Shipments over the Lines of the Union Pacific  
Railroad Company.

Issued By:

**E. A. HUNTER - MANAGER PRICING SERVICES**  
**B. A. ROMMEL - MANAGER PRICING SERVICES**

Union Pacific Railroad Company  
1400 Douglas Street Omaha, NE 68179

Issued: January 26, 2009  
Effective: March 4, 2009

**UP 6607**



UP 6607

TARIFF ITEM CHECKLIST

Item Number	Item/Rule Description	Version	Effective Date	Expiration Date
2	APPLICATION	A	08/01/2013	12/31/2100
3	DEFINITIONS		08/01/2013	12/31/2100
5	REVISIONS	A	08/01/2013	12/31/2100
10	TRANSPORTATION UNDER THIS TARIFF	A	08/01/2013	12/31/2100
15	ROUTING RESTRICTIONS - EXPENSE RECOVERY	A	08/01/2013	12/31/2100
20	OTHER RULES	B	08/01/2013	12/31/2100
25	EQUIPMENT	A	08/01/2013	12/31/2100
30	PRIVATE EQUIPMENT MILEAGE ALLOWANCE/CAR HIRE	A	08/01/2013	12/31/2100
35	COMMODITY LOSS OR DAMAGE	A	08/01/2013	12/31/2100
40	LADING	A	08/01/2013	12/31/2100
45	LEGAL PROCEEDING	A	08/26/2009	12/31/2100
50	TIH INDEMNITY OBLIGATIONS	E	08/01/2013	12/31/2100
55	INDEMNIFICATION - EQUIPMENT LOADING AND UNLOADING	B	08/26/2009	12/31/2100
60	TIH INDEMNITY OBLIGATIONS FOR JOINT, CONTRIBUTORY, OR CONCURRING NEGLIGENCE	E	08/01/2013	12/31/2100
62	ENFORCEABILITY	C	08/01/2013	12/31/2100
65	REJECTED SHIPMENTS	C	08/01/2013	12/31/2100
70	DEFAULT		03/04/2009	12/31/2100
75	WARRANTIES	A	08/01/2013	12/31/2100
80	SAVINGS CLAUSE		03/04/2009	12/31/2100
85	INSURANCE PROVISIONS	B	08/01/2013	12/31/2100
90	WAIVER		03/04/2009	12/31/2100
100	ATTACHMENT 1 - POISONOUS BY INHALATION HAZARD AND TOXIC BY INHALATION HAZARD MATERIALS	A	08/01/2013	12/31/2100

Issued: January 26, 2009  
 Effective: March 4, 2009

UP 6607



UP 6607

Item: 2-A  
APPLICATION

**Item 2. Application:**

[C]

The rules contained in UP Rules Tariff 6607 (Tariff) apply to shipments of poisonous by inhalation (PIH) and toxic by inhalation (TIH) materials as identified in Attachment 1 hereto and materials that are classified by the U.S. Department of Transportation (DOT) as being within one or more of the categories described below, which are being shipped under the provisions of a Price Document that references this Tariff for its governing rules. Attachment 1 or the materials classified within the categories below may be amended from time to time to include or exclude materials.

- A. PIH and TIH materials as defined by DOT Hazardous Materials Regulations (HMR), 49 C.F.R. Section 171.8.
- B. Materials listed as a hazardous substance in DOT HMR, 49 C.F.R. Section 173.31(f)(2) due to the environmentally sensitive nature of the material.
- C. Infectious substances (etiologic agents) subject to DOT HMR as a Division 6.2 material.

The following hazardous materials may not be tendered for transportation under this Tariff or any Price Documents subject to this Tariff.

- A. Radioactive material subject to DOT HMR as a Class 7 material.
- B. Asbestos.
- C. Building construction debris.
- D. Waste regulated by EPA (e.g., PCB's, used oil).
- E. Medical Waste.



UP 6607

Item: 3  
DEFINITIONS

**Item 3. Definitions:**

For purposes of this Tariff, the capitalized terms are defined as follows:

1. "Commodity" or "Commodities" shall mean PIH or TIH materials as identified in Attachment 1 hereto and materials that are classified by DOT as being within one or more of the categories described below. Attachment 1 or the materials classified within the categories below may be amended from time to time to include or exclude materials.
  - A. PIH and TIH materials as defined by DOT Hazardous Materials Regulations (HMR), 49 C.F.R. Section 171.8.
  - B. Materials listed as a hazardous substance in DOT HMR, 49 C.F.R. Section 173.31(f)(2) due to the environmentally sensitive nature of the material.
  - C. Infectious substances (etiologic agents) subject to DOT HMR as a Division 6.2 material.
2. "Customer" shall mean a party, including its designated agent, that tenders a shipment of Commodity under a Price Document that references this Tariff.
3. "Liabilities" shall mean any and all claims, liens, causes of action, suits, demands, losses, damages (including without limitation special and consequential damages), costs, fines, penalties, judgments, and expenses (including without limitation attorneys' fees, costs of court and other legal or investigative expenses, consulting fees, costs of remediation, costs of emergency responses and evacuations, and government oversight costs).
4. "Price Document" shall mean (a) a confidential contract for rail transportation services between Railroad and a specific Customer that references this Tariff for some or all of its governing terms and conditions or (b) a common carrier rate tariff or circular that references this Tariff for some or all of its governing terms and conditions.
5. "Private Equipment" shall mean railcars supplied by or on behalf of Customer for transportation of Commodity.
6. "Railroad" shall mean Union Pacific Railroad Company.
7. "Tariff" shall mean UP Tariff 6607, "General Rules for Movement of Toxic or Poison Inhalation Commodity Shipments over Lines of the Union Pacific Railroad."

8. "TIH Liabilities" shall mean Liabilities caused, whether in whole or in part, by the release, discharge, escape, or presence of Commodity and which would not have been made, brought, or imposed but for such release, discharge, escape, or presence of Commodity.

Terms formatted or stylized in all capital letters in Items 35, 50, 60, and 62 shall have the same meaning as the defined capitalized terms above.



UP 6607

Item: 5-A  
REVISIONS

**Item 5. Revisions:**

[C]

Revisions to this Tariff will be made from time to time by revising a specific item/page or reissuing the Tariff in its entirety.



UP 6607

Item: 10-A  
TRANSPORTATION UNDER THIS TARIFF

**Item 10. Transportation Under This Tariff:**

[C]

Railroad shall provide line-haul transportation and, as required, switching service over Railroad's lines, of Customer's Commodity in Private Equipment from origin(s) to destination(s) via routing outlined in the Price Document.

In the event of conflict between the terms and conditions of this Tariff and those set forth in the Price Document referencing this Tariff, the terms and conditions of the Price Document shall govern.



UP 6607

Item: 15-A  
ROUTING RESTRICTIONS - EXPENSE RECOVERY

**Item 15. Routing Restriction Expense Recovery:**

[C]

If actions by federal, state, or local governments ban, restrict or otherwise prohibit the transportation through their jurisdictions of any Commodity or Commodities moving pursuant to the terms or routing of a Price Document referencing this Tariff, and Railroad is thereby required to re-route its trains carrying such Commodities in a way that causes Railroad to incur additional costs, Customer shall be responsible for such additional costs.

The additional costs may include, but are not limited to: costs associated with labor, equipment, fuel, additional switching operations, or increased Railroad terminal dwell time.

Railroad will use its best efforts to advise the Customer of the anticipation and/or occurrence of additional costs. Such costs will be in addition to the freight rates set forth in the Price Document and included in the calculation of total charges due from the Customer.



UP 6607

Item: 20-B  
OTHER RULES

**Item 20. Other Rules:**

This Tariff adopts by this reference the following publications:

Uniform Freight Classification	Tariff UFC 6000 series
Official Railroad Station List	Tariff OPSL 6000 series
Directory of Hazardous Materials Shipping Description	Issued by RailInc
Bureau of Explosives	Tariff BOE 6000 series
Union Pacific Railroad Company Accessorial Tariff	Tariff UP 6004 series
Union Pacific Railroad Company Tariff	Tariff UP 6007 series
Standard Transportation Commodity Code	STCC 6001-series



UP 6607

Item: 25-A  
EQUIPMENT

**Item 25. Equipment:**

[C]

Customer providing Private Equipment for transportation pursuant to a Price Document shall comply with applicable rules and regulations for private railcars established by the Association of American Railroads, U.S. Department of Transportation (DOT), and Federal Railroad Administration. Customer providing Private Equipment shall also comply with all applicable DOT Hazardous Materials Regulations, as published in Title 49 of the Code of Federal Regulations, as amended, supplemented, and revised.

Compliance with these rules and regulations shall in no way relieve Customer from any Liabilities or TIH Liabilities otherwise assumed under this Tariff or the Price Document, and it shall be the Customer's responsibility in any case to assure such compliance.

Acceptance of Private Equipment in interchange by Railroad will not relieve Customer of its obligations and shall not constitute waiver by Railroad of Customer's obligations under this Tariff.



UP 6607

**Item: 30-A**  
PRIVATE EQUIPMENT MILEAGE ALLOWANCE/CAR HIRE

**Item 30. Private Equipment Mileage Allowance/Car Hire:**

[C]

Customer waives payment of all mileage allowances applicable under Tariff RIC 6007 - series, as amended, supplemented, and/or reissued, which would have been due from Railroad for the use of Private Equipment in the absence of this Tariff.

Customer warrants that its interest in the Private Equipment furnished under any Price Document referencing this Tariff is sufficient to permit it to waive payments of any mileage allowances. Customer and Railroad agree that Railroad shall not be liable for any mileage allowance that may accrue or have been paid in error by Railroad on Private Equipment used under this Tariff. In the event that the owner of the Private Equipment or the person whose reporting marks appear on the Private Equipment other than Customer (Car Owner) makes a claim against Railroad for payment of mileage allowances which may have been paid in error by Railroad that have not been provided for in any Price Document referencing this Tariff (Mileage Allowance), Customer shall, upon notification thereof by Railroad, either (1) defend Railroad against and relieve Railroad from said claim or (2) reimburse Railroad for payment of the Mileage Allowance to the Car Owner.



UP 6607

Item: 35-A  
COMMODITY LOSS OR DAMAGE

**Item 35. Commodity Loss or Damage:**

[C]

Each bill of lading shall contain all information required by all applicable state and federal laws and regulations governing the transportation of Commodity.

Customer agrees not to file any claim for freight loss or damage when the amount of proven loss or damage is less than \$200.00 per carload (Minimum Claim Amount). If Customer's proven loss or damage is determined to be in excess of the Minimum Claim Amount, the Minimum Claim Amount shall be deducted from any claim against Railroad for loss or damage to Commodity.

**RAILROAD'S RESPONSIBILITY TO CUSTOMER FOR ALL LOSS OR DAMAGE SHALL BE LIMITED TO THE ACTUAL AMOUNT OF LOSS OR DAMAGE TO THE COMMODITY, WHICH SHALL NOT EXCEED THE COMMODITY'S VALUE. RAILROAD SHALL NOT BE RESPONSIBLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM COMMODITY LOSS OR DAMAGE.**

In all other respects, claims shall be processed in accordance with 49 U.S.C. Section 11706 and 49 C.F.R. Part 1005.

All lawsuits must be filed within twelve (12) months from the actual date of delivery by Railroad, or in the event of loss of shipment, from the expected date of delivery by Railroad.

Railroad shall have no obligation with regard to disposition of Commodity tendered to it for transportation other than to deliver it to Customer or party designated or deemed to have been designated by Customer, at a destination location named in the Price Document, or an alternate destination location designated or deemed to have been designated by Customer.



UP 6607

Item: 40-A  
LADING

**Item 40. Lading:**

[C]

Customer or its designated agent is solely responsible for loading, securing, and handling of Commodity in accordance with all applicable federal and state requirements and in accordance with the rules of the Association of American Railroads or as modified to meet the needs of Customer, subject to approval of Railroad's Freight Loss & Damage Department.



UP 6607

Item: 45-A  
LEGAL PROCEEDING

**Item 45. Legal Proceeding:**

[c]

Provisions of this item deleted effective August 26, 2009.



UP 6607

Item: 50-E  
TIH INDEMNITY OBLIGATIONS

**Item 50. TIH Indemnity Obligations:**

[C]

**1. RAILROAD OBLIGATION TO CUSTOMER.**

RAILROAD SHALL SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL TIH LIABILITIES CAUSED BY RAILROAD'S SOLE NEGLIGENCE OR FAULT IN THE PERFORMANCE OF TRANSPORTATION SERVICES GOVERNED BY THIS TARIFF.

RAILROAD OBLIGATIONS FOR SITUATIONS IN WHICH TIH LIABILITIES ARE CAUSED BY RAILROAD'S JOINT, CONTRIBUTORY, OR CONCURRING NEGLIGENCE OR FAULT ARE DEFINED UNDER ITEM 60.

**2. CUSTOMER OBLIGATION TO RAILROAD.**

CUSTOMER SHALL SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS RAILROAD AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL TIH LIABILITIES EXCEPT TIH LIABILITIES:

- (A) CAUSED BY THE SOLE NEGLIGENCE OR FAULT OF RAILROAD;
- (B) CAUSED BY THE NEGLIGENCE OR FAULT OF ANOTHER RAIL CARRIER THAT PARTICIPATED IN THE TRANSPORTATION; OR
- (C) ALLOCATED TO THE RAILROAD UNDER ITEM 60.

CUSTOMER'S OBLIGATIONS UNDER THIS ITEM MAY ARISE WHEN TIH LIABILITIES ARE CAUSED BY THE FOLLOWING TYPES OF EVENTS, WHICH ARE DESCRIBED ONLY FOR PURPOSES OF ILLUSTRATION, AND NOT FOR PURPOSES OF LIMITATION:

- a. FAILURE OF OR DEFECT IN EQUIPMENT TENDERED BY CUSTOMER FOR THE TRANSPORTATION OF COMMODITY;
- b. LOADING, SEALING, AND SECURING COMMODITY IN EQUIPMENT TENDERED BY CUSTOMER FOR TRANSPORTATION OF COMMODITY;
- c. UNLOADING, TRANSFERRING, DELIVERING, TREATING, DUMPING, STORING, OR DISPOSING COMMODITY NOT CAUSED BY THE SOLE OR

**CONCURRING NEGLIGENCE OR FAULT OF RAILROAD; AND**

- d. INCIDENTS FOR WHICH RAILROAD IS HELD STRICTLY LIABLE FOR TIH LIABILITIES NOT CAUSED, EITHER IN WHOLE OR IN PART, BY THE SOLE OR CONCURRING NEGLIGENCE OR FAULT OF RAILROAD.**

**3. ADDITIONAL OBLIGATIONS FOR RAILROAD AND CUSTOMER.**

**ANY INDEMNIFIED PARTY SHALL, AT THE EXPENSE OF THE INDEMNIFYING PARTY, COOPERATE WITH AND TAKE ALL SUCH ACTIONS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST TO ASSIST THE INDEMNIFYING PARTY IN THE INVESTIGATION AND DEFENSE OF ACTUAL, ALLEGED, OR THREATENED TIH LIABILITIES.**



UP 6607

**Item: 55-B**  
INDEMNIFICATION - EQUIPMENT LOADING AND  
UNLOADING

**Item 55 - Indemnification - Equipment Loading And Unloading:**

[c]

Provisions of this item deleted effective August 26, 2009



UP 6607

Item: 60-E  
TIH INDEMNITY OBLIGATIONS FOR JOINT,  
CONTRIBUTORY, OR CONCURRING NEGLIGENCE

**Item 60. TIH Indemnity Obligations for Joint, Contributory, or Concurring Negligence:**  
**[C]**

**1. ALLOCATION OF RESPONSIBILITY.**

**WHEN TIH LIABILITIES ARE CAUSED, IN WHOLE OR IN PART, BY THE JOINT, CONTRIBUTORY, OR CONCURRING NEGLIGENCE OR FAULT OF**

- (A) RAILROAD AND CUSTOMER;**
- (B) RAILROAD AND ANY OTHER PARTY; OR**
- (C) RAILROAD, CUSTOMER, AND ANY OTHER PARTY,**

**RESPONSIBILITY FOR TIH LIABILITIES SHALL BE ADJUDICATED UNDER PRINCIPLES OF COMPARATIVE FAULT IN WHICH THE TRIER OF FACT SHALL DETERMINE THE PERCENTAGE OF RESPONSIBILITY FOR EACH NEGLIGENT OR AT FAULT PARTY.**

**2. RAILROAD OBLIGATION TO CUSTOMER.**

**RAILROAD SHALL SAVE, INDEMNIFY, AND HOLD HARMLESS CUSTOMER, AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FOR TIH LIABILITIES ALLOCATED TO RAILROAD IN PROPORTION TO RAILROAD PERCENTAGE OF RESPONSIBILITY DETERMINED UNDER PARAGRAPH 1.**

**3. CUSTOMER OBLIGATION TO RAILROAD.**

**CUSTOMER SHALL SAVE, INDEMNIFY, AND HOLD HARMLESS RAILROAD, AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FOR ALL TIH LIABILITIES NOT ALLOCATED TO RAILROAD UNDER PARAGRAPH 1, EXCEPT TIH LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF ANOTHER RAIL CARRIER THAT PARTICIPATED IN THE TRANSPORTATION.**

**4. ADDITIONAL OBLIGATIONS FOR RAILROAD AND CUSTOMER.**

**ANY INDEMNIFIED PARTY SHALL, AT THE EXPENSE OF THE INDEMNIFYING PARTY, COOPERATE WITH AND TAKE ALL SUCH ACTIONS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST TO ASSIST THE INDEMNIFYING PARTY IN THE INVESTIGATION AND DEFENSE OF ACTUAL, ALLEGED, OR THREATENED TIH LIABILITIES.**

**5. EFFECT OF AGREEMENTS OR SETTLEMENTS.**

**NEITHER RAILROAD NOR CUSTOMER MAY REDUCE ITS PERCENTAGE OF RESPONSIBILITY DETERMINED UNDER PARAGRAPH 1 OR TIH LIABILITIES UNDER THIS TARIFF BY AGREEMENT OR SETTLEMENT WITH ANY OTHER PARTY OR CLAIMANT.**



UP 6607

Item: 62-C  
ENFORCEABILITY

**Item 62. Enforceability:**

[C]

**RAILROAD AND CUSTOMER INTEND TO MEET THE REQUIREMENTS OF THE EXPRESS NEGLIGENCE TEST UNDER CERTAIN STATE LAWS. THE INDEMNIFICATION PROVISIONS AND ALLOCATIONS OF RESPONSIBILITY SET FORTH IN ITEMS 50 AND 60 IN THIS TARIFF SHALL APPLY EVEN IF THE TIH LIABILITIES ARE ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, OR STRICT LIABILITY OF THE INDEMNIFIED PARTY.**



UP 6607

Item: 65-C  
REJECTED SHIPMENTS

**Item 65. Redirected Shipments:**

[C]

If, prior to reaching its destination, any shipment subject to this Tariff is redirected or halted in transit to comply with any order or directive of any governmental body or agency or any court prohibiting, regulating, restricting, or modifying movement of a loaded car subject to this Tariff, or prohibiting, regulating, or restricting delivery of the Commodity, Railroad and any other rail carrier participating in the transportation will institute emergency routing protocols for the handling of such shipment(s).

In the event of such occurrence, the inbound rate set forth in the Price Document referencing this Tariff may not apply to such redirected, refused, rejected, or halted shipment(s). In the event a revised freight rate reflecting the redirection or revised movement is established, the party responsible for paying the inbound freight charges shall be responsible for payment of revised freight rate.

TIH Liabilities for such redirected shipments shall be allocated in accordance with Items 50, 60, and 62.



UP 6607

Item: 70  
DEFAULT

**Item 70. Default:**

Any of the following events shall constitute a Default hereunder:

1. Failure of Customer to pay when due and payable any payment of charges during the term of a Price Document making reference to this Tariff; or
2. Failure by any party to perform, keep or observe any material term, provision, warranty or condition contained in this Tariff, unless otherwise excused by the terms of this Tariff.

If any party to a Price Document referencing this Tariff fails to correct a default hereunder within thirty (30) days after written notice to do so, the party serving such notice may unilaterally terminate its participation in the Price Document forthwith. Waiver of any default shall not be construed as a waiver of either a subsequent or continuing default. Termination of the Price Document shall not affect a party's liability by reason of any act, default, or occurrence prior to such termination.



UP 6607

Item: 75-A  
WARRANTIES

**Item 75. Warranties:**

[C]

Each party hereto acknowledges and understands that the Commodity to be transported under a Price Document referencing this Tariff is hazardous to life, health, property, and the environment as a toxic or hazardous substance.

Railroad shall be relieved from any responsibility to switch or pick up railcars from Customer's facility, if, in the opinion of Railroad's employees, the facility is contaminated with toxic substances in the area of Railroad's operation. Railroad reserves the right to inspect Customer's loading or unloading facility upon five (5) days' advance written notification. If Railroad determines the area of Railroad's operation is contaminated, Railroad shall be relieved of its obligation to transport any additional railcars to or from the facility until the area has been remediated to Railroad's satisfaction.



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Item: 80  
SAVINGS CLAUSE

**Item 80. Savings Clause:**

If any one or more of the provisions contained in this Tariff shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Tariff but this Tariff shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



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**Item: 85-B**  
INSURANCE PROVISIONS

**Item 85. Insurance Provisions:**

[C]

For purposes of transporting Commodity under terms of a Price Document referencing this Tariff, Customer agrees to keep in force General Liability Insurance (containing Broad Form Contractual Liability) **and** Pollution Legal Liability Insurance that provides protections against pollution from any occurrence involving Customer's Commodity with minimum policy limits of not less than \$25 million per occurrence and Customer shall name Railroad as additional insured on such insurance for TIH Liabilities arising under this Tariff.

Customer will also maintain statutory Workers' Compensation and Employers' Liability Insurance, which shall include a waiver of subrogation in favor of Railroad to the extent of TIH Liabilities and indemnities assumed by Customer under this Tariff.

Customer is **not** allowed to self-insure without the prior written consent of Railroad. If granted, financial responsibility for TIH Liabilities of Customer must be covered directly by Customer in lieu of insurance. Any and all TIH Liabilities of Customer that would otherwise, in accordance with the provisions of this Tariff, be covered by Customer's insurance will be covered as if Customer elected not to include deductible, self-insured retention, or other financial responsibility for claims.



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Item: 90  
WAIVER

**Item 90. Waiver:**

The failure of any party to enforce any provision of this Tariff or to prosecute any default shall not be considered a waiver of that provision nor bar prosecution of that default unless such party so indicates in writing.



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Item: 100-A  
ATTACHMENT 1 - POISONOUS BY INHALATION HAZARD  
AND TOXIC BY INHALATION HAZARD MATERIALS

**Item: 100 Attachment 1 Poisonous by Inhalation Hazard and Toxic by Inhalation Hazard  
Materials**

[C]

**ATTACHMENT 1**

Poisonous by Inhalation Hazard And Toxic by Inhalation Hazard Materials

HMRC	STCC	DESCRIPTION
4821019		WASTE ALLYL ALCOHOL
4821029		WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
4821722		WASTE HEXACHLOROCYCLO- PENTADIENE
4830030		WASTE SULFURIC ACID, FUMING
4904210	2819815	AMMONIA, ANHYDROUS
4904211	2819815	AMMONIA SOLUTION
4904879	3533945	AMMONIA, ANHYDROUS
4907409	2899799	ISOBUTYL ISOCYANATE
4907434	2899799	ETHYL ISOCYANATE
4909306	2899799	ISOPROPYL ISOCYANATE
4909307	2899799	METHOXYMETHYL ISOCYANATE
4910370	2899799	METHACRYLONITRILE, STABILIZED
4916138	2899799	PENTABORANE
4918180	2899799	TETRANITROMETHANE
4918505	2899799	BROMINE PENTAFLUORIDE
4918507	2899799	BROMINE TRIFLUORIDE
4920101	2818890	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
4920102	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920103	2818890	COMPRESSED GAS, TOXIC OXIDIZING, CORROSIVE, N.O.S.
4920104	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920105	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920106	2818890	SELENIUM HEXAFLUORIDE
4920107	2818890	DIBORANE
4920108	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920110	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920111	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920112	2813975	NITRIC OXIDE, COMPRESSED
4920113	2818890	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES
4920115	2818890	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.
4920122	2818890	HYDROGEN SELENIDE ANHYDROUS
4920135	2818890	ARSINE
4920160	2818890	PHOSPHINE
4920164	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.

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4920165	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
4920167	2818890	STIBINE
4920173	2818890	OXYGEN DIFLUORIDE, COMPRESSED
4920174	2818890	DINITROGEN TETROXIDE
4920175	2818890	NITROGEN TRIOXIDE
4920178	2818890	CYANOGEN CHLORIDE, STABILIZED
4920180	2818890	FLUORINE, COMPRESSED
4920181	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920184	2818820	PHOSGENE
4920187	2818890	SULFUR TETRAFLUORIDE
4920188	2818890	TELLURIUM HEXAFLUORIDE
4920189	2818890	CHLORINE PENTAFLUORIDE
4920195	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920301	2818890	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.
4920303	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920304	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920305	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920307	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920308	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920309	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920310	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920311	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920312	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920313	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920314	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920315	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920316	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920317	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920318	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920319	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920320	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920321	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920324	2818890	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.
4920325	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920326	2818890	PHOSPHORUS PENTAFLUORIDE, COMPRESSED
4920331	2818890	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
4920337	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920342	2818890	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE
4920343	2818890	CARBON MONOXIDE AND HYDROGEN MIXTURE, COMPRESSED
4920344	2818890	OIL GAS, COMPRESSED
4920346	2813964	TRIFLUOROCHLOROETHYLENE, STABILIZED
4920347	2818890	TRIFLUOROACETYL CHLORIDE
4920348	2818890	HYDROGEN IODIDE, ANHYDROUS
4920349	2818890	BORON TRICHLORIDE
4920351	2818890	CARBONYL SULFIDE
4920352	2818890	CHLORINE TRIFLUORIDE
4920353	2818239	ETHYLENE OXIDE
4920354	2818890	GERMANE
4920355	2813950	METHYL MERCAPTAN
4920356	2818890	PERCHLORYL FLUORIDE
4920357	2818890	SILICON TETRAFLUORIDE

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4920359	2819815	AMMONIA, ANHYDROUS
4920360	2819815	AMMONIA SOLUTIONS
4920368	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920369	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920371	2818890	TUNGSTEN HEXAFLUORIDE
4920373	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920375	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920378	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
4920379	2818890	COMPRESSED GAS, TOXIC FLAMMABLE, N.O.S.
4920380	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.
4920381	2818890	LIQUEFIED GAS, TOXIC FLAMMABLE, N.O.S.
4920382	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.
4920392	2879951	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES
4920394	2818890	METHYLCHLOROSILANE
4920395	2818890	CYANOGEN
4920396	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
4920398	2818890	DICHLOROSILANE
4920399	2813932	CARBON MONOXIDE, COMPRESSED
4920502	2813920	HYDROGEN BROMIDE, ANHYDROUS
4920503	2813922	HYDROGEN CHLORIDE, ANHYDROUS
4920504	2813922	HYDROGEN CHLORIDE, REFRIGERATED LIQUID
4920508	2819997	SULFUR DIOXIDE
4920509	2818890	NITROSYL CHLORIDE
4920510	2818890	GAS IDENTIFICATION SET
4920511	2813932	CARBON MONOXIDE, REFRIGERATED LIQUID
4920513	2813946	HYDROGEN SULFIDE
4920515	2818890	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS MIXTURES
4920516	2813914	CHLOROPICRIN AND METHYL BROMIDE MIXTURES
4920518	2813914	METHYL BROMIDE
4920522	2819972	BORON TRIFLUORIDE
4920523	2812815	CHLORINE
4920526	2818890	SULFURYL FLUORIDE
4920527	2912130	COAL GAS, COMPRESSED
4920528	2818890	HEXAFLUOROACETONE
4920530	2818890	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS
4920534	2818890	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE, N.O.S.
4920535	2818890	PARATHION AND COMPRESSED GAS MIXTURE
4920536	2818890	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.
4920547	2818890	CHLOROPICRIN AND METHYL BROMIDE MIXTURES
4920550	2879936	INSECTICIDE GASES, TOXIC, N.O.S.
4920559	2818890	CARBONYL FLUORIDE
4920570	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920571	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920715	2818008	BROMINE CHLORIDE
4921000	2899799	TOXIC BY INHALATION LIQUID, N.O.S.
4921003	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
4921004	2818009	ALLYLAMINE
4921006	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
4921008	2899799	METHYL PHOSPHONOUS DICHLORIDE
4921009	2899799	CHLOROACETONITRILE
4921010	2899799	CYCLOHEXYL ISOCYANATE

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4921016	2819415	PHOSPHORUS TRICHLORIDE
4921019	2818410	ALLYL ALCOHOL
4921020	2818037	ETHYL CHLOROFORMATE
4921023	2899799	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
4921024	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4921027	2815207	N-BUTYL ISOCYANATE
4921028	2819434	HYDROCYANIC ACID, AQUEOUS SOLUTIONS
4921029	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S. (HYDROGEN SULFIDE, 1,3 BUTADIENE)
4921063	2899799	TRIMETHYLACETYL CHLORIDE
4921202	2818023	DIMETHYLHYDRAZINE, UNSYMMETRICAL
4921207	2899799	SEC-BUTYL CHLOROFORMATE
4921211	2899799	ISOBUTYL CHLOROFORMATE
4921213	2899799	TRIMETHOXYSILANE
4921216	2815151	PHENYL ISOCYANATE
4921239	2819434	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL
4921245	2899799	METHANESULFONYL CHLORIDE
4921248	2818123	CROTONALDEHYDE, STABILIZED
4921251	2818023	DIMETHYLHYDRAZINE, SYMMETRICAL
4921252	2899799	ISOPROPYL CHLOROFORMATE
4921254	2899799	DIKETENE, STABILIZED
4921255	2899799	METHYL ORTHOSILICATE
4921275	2899799	METHYLDICHLOROARSINE
4921287	2819962	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4921288	2819962	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4921304	2899799	METHYL IODIDE
4921401	2818915	ACETONE CYANOHYDRIN, STABILIZED
4921402	2899799	2-CHLOROETHANAL
4921404	2899799	ETHYLDICHLOROARSINE
4921405	2818131	DIMETHYL SULFATE
4921413	2818920	PHENYL MERCAPTAN
4921414	2818830	CHLOROPICRIN
4921420	2818138	ETHYLENE CHLOROHYDRIN
4921437	2819416	PHOSPHORUS OXYCHLORIDE
4921438	2879934	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID
4921439	2899799	CHLOROACETONITRILE
4921440	2899799	METHACRYLONITRILE, STABILIZED
4921441	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
4921447	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.
4921458	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.
4921462	2819971	TITANIUM TETRACHLORIDE
4921463	2899799	TETRANITROMETHANE
4921465	2899799	THIOPHOSGENE
4921473	2899799	PERCHLOROMETHYL MERCAPTAN
4921487	2818063	METHYL ISOTHIOCYANATE
4921495	2899799	2-METHYL-2-HEPTANETHIOL
4921497	2818184	ETHYLENE DIBROMIDE
4921558	2818104	CHLOROACETONE, STABILIZED
4921587	2899799	PHENYL CARBYLAMINE CHLORIDE
4921695	2899799	METHYL PHOSPHONIC DICHLORIDE

4921722	2818331	HEXACHLOROCYCLOPENTADIENE
4921727	2818168	BROMOACETONE
4921730	2899799	N-BUTYL CHLOROFORMATE
4921741	2899799	3,5-DICHLORO-2,4,6- TRIFLUOROPYRIDINE
4921742	2899799	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS
4921744	2899799	ETHYL PHOSPHORODICHLORIDATE
4921745	2899799	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS
4921746	2899796	CHLOROPIVALOYL CHLORIDE
4921756	2899799	N-PROPYL CHLOROFORMATE
4923113	2899799	ALLYL CHLOROFORMATE
4923117	2815210	CHLOROACETYL CHLORIDE
4923209	2899799	ARSENIC TRICHLORIDE
4923298	2899799	THIOPHOSGENE
4927004	2899799	IRON PENTACARBONYL
4927006	2899799	ETHYLENEIMINE, STABILIZED
4927007	2818101	ACROLEIN, STABILIZED
4927008	2818454	METHYL CHLOROFORMATE
4927009	2818288	METHYL ISOCYANATE
4927010	2819535	NICKEL CARBONYL
4927011	2899799	METHYLHYDRAZINE
4927012	2899799	METHYL CHLOROMETHYL ETHER
4927014	2819434	HYDROGEN CYANIDE, STABILIZED
4927018	2899799	TOXIC BY INHALATION LIQUID, N.O.S.
4927019	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
4927022	2818057	METHYL VINYL KETONE, STABILIZED
4927023	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
4927024	2899799	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
4927025	2899799	N-PROPYL ISOCYANATE
4927026	2899799	TERT-BUTYL ISOCYANATE
4927028	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4927029	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.
4927031	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
4927034	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, NOS
4927035	2899799	ETHYL ISOCYANATE
4927036	2899799	ISOBUTYL ISOCYANATE
4927037	2899799	ISOPROPYL ISOCYANATE
4927038	2899799	METHOXYMETHYL ISOCYANATE
4927039	2819961	SULPHURYL CHLORINE
4930024	2819484	HYDROGEN FLUORIDE, ANHYDROUS
4930030	2819340	SULFURIC ACID,FUMING
4930050	2819325	SULFUR TRIOXIDE, STABILIZED
4930204	2819422	CHLOROSULFONIC ACID
4930260	2819961	SULFURYL CHLORIDE
4931201	2819216	NITRIC ACID, RED FUMING
4932010	2899799	BORON TRIBROMIDE
4932352	2819416	PHOSPHORUS OXYCHLORIDE
4932385	2819971	TITANIUM TETRACHLORIDE
4933327	2899799	ETHYL CHLOROTHIOFORMATE
4935231	2899799	TRICHLOROACETYL CHLORIDE
4936110	2819919	BROMINE

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