

Railcar Release Policy Document

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1. Setting the Context

We Soda utilizes a private fleet of railcars for delivery of its products and has adopted a policy to help ensure that the empty release of railcars from unloading sites is handled in a safe and timely manner.

1.1 Purpose of this Policy

This policy informs all stakeholders of the responsibilities of the receiver of a WE Soda fleeted railcar, the standard detention policy applying to railcar shipments, and other applicable railroad revenue practices.

1.2 Scope of this Policy

This policy applies to all receivers of WE Soda fleeted railcars.

2. Policy: Safe Receipt and Timely Handling and Release of Railcars

Should any railcar arrive at the buyer's destination in a damaged or defective condition, buyer shall immediately notify WE Soda and an authorized railroad agent at destination describing the damage or defect.

Buyer is responsible for, and assumes liability for all loss of, damage to, or destruction of any WE Soda fleeted railcar, including the fittings and appurtenances, occurring after a WE Soda fleeted railcar has been actually or constructively placed at buyer's location and while the railcar is in buyer's care, custody and control. Repair work should not be attempted without written permission from a WE Soda employee. Access to and operation of the railcar and its appliances must follow industry best practices and should not exceed buyer's capabilities. If for any reason a loading hatch must be unsealed and opened, buyer must notify a WE Soda employee either before unsealing and opening or when prior notice is not practicable immediately after unsealing and opening.

Buyer is responsible for ensuring that the railcar is sufficiently emptied and meets any weight maximums for empty release and movement as an empty as outlined by the handling Railroads. Fully or partially loaded railcars may be subject to additional freight and penalties. If a full or partial load must be left in the railcar returning to WE Soda or its agent, buyer is responsible for ensuring that the remaining load is balanced across all compartments of the railcar. Any resulting derailment caused by an imbalanced load after release from the buyer location is the responsibility of the buyer, including recovery from a derailment or load balancing work performed in or outside of the buyer's location.

2.1 Policy: Timely Release and Railcar Detention

Buyer is allowed five (5) detention-free days for WE Soda fleeted railcars held on buyer's private tracks commencing with the first calendar day of actual or constructive placement, whichever occurs sooner. Should buyer fail to release and ship the railcar prior to or at the expiration of the free days, buyer will pay to WE Soda the sum of \$100 for each calendar day or fraction thereof during which such failure shall continue.

Most lanes are subject to a maximum railcar hold time allowed by the Railroad before the free empty return to origin expires. Buyer will be held responsible for any additional freight and fees resulting from railcars held in excess of free hold time.

2.2 Policy: Railroad Considerations

Buyer is responsible for and must pay railroad demurrage if a WE Soda fleeted railcar is held on railroad owned tracks (subject to the railroad's demurrage rules).

All mileage allowances and any other form of compensation allowed private railcar owners shall accrue to and be collected and retained by WE Soda for its sole benefit and use. Buyer shall not negotiate and apply a zero-mileage allowance rail rate (contract, tariff, or WEB page) for shipments in WE Soda fleeted railcars without the prior written permission of WE Soda. This policy applies

only to WE Soda fleetted rail cars. The buyer should consult the railroad's terms and conditions when utilizing railcars owned or leased by the railroad for shipments of WE Soda product.

3. Effect

By accepting WE Soda fleetted railcars into its facility, buyer acknowledges to WE Soda that Buyer understands and agrees to abide strictly with this policy. If buyer has any questions regarding the application of this policy to its facility and operations, please contact your WE Soda Account Manager.

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