



Loup Logistics Program for Portland Origin Lumber

STCC: 24-211, 24-214, 24-215, 24-299, 24-913, 24-997
Commodity: Lumber
Effective: 1/15/2023
Expires: 1/14/2024
Route: UP Direct

Rates include:
Rate Authority:
Quote Version:
Rail Origin:
Destination:
Rates Subject to Selective Increases

Origin Transload/ Rail
UPRR 24
A
Portland/Albina, OR
Various

Origin Transload: Arrow Reload - Portland, OR

Loup Logistics MUST BE LISTED as the SEND FREIGHT party on the rail waybill if rate includes rail charges.

FSC Provisions

BASE RATES INCLUDING RAIL ARE SUBJECT TO MILEAGE BASED FSC

UPRR FSC may be found at the following link.
http://www.uprr.com/customers/surcharge/index\_mileage.shtml

UPRR Mileage may be found at the following link.
http://www.uprr.com/customers/surcharge/inter\_fuel\_calc.shtml

Services: Origin Transload & Rail

Table with 5 columns: Rail Destination Groups, Sys CTB LT 205,000 LBS, Sys CTB GT 205,000 LBS, Non-Sys CTB LT 205,000 LBS, Non-Sys CTB GT 205,000 LBS. Lists various rail destinations and their corresponding rates.

\*Rates only apply in UP owned/leased equipment

Additional Services:

Table with 5 columns: Transload Location, Value Added Service, Base Rate per unit, Base Rate (Per Thousand Board Feet), Base Rate per Car, Base Rate per Truck. Lists services like Standard Storage, Full Truck Transload, etc.

Lumber Material Transfer		\$7.50/mbf (min \$100 charge)	
Panel Material Transfer		\$7.50/m sq f (min \$100 charge)	
Rail car Transload Only			\$900.00
Banding	\$35.00		
Bagging/Super Sacking	\$26.00		

**Logistics Management**

- \*Daily report notification of cars in exception status (bad orders, delays, extended transit, etc.)
- \*Daily reporting and notification of episodic problem escalation and resolution
- \*Trend analysis
- \*Email and/or phone notification and communication
- \*Load and/or empty monitoring of shipments in transit
- \*Yearly Performance Quality Review support data analysis
- \*Monthly value recap (number of bad orders, transit by lane, etc.)
- \*Systemic resolution and escalation

**General Rate Provisions**

1. **Services:** Loup Logistics Company ("Loup") agrees to provide to customer ("Customer"), as a freight broker, transportation services and/or distribution services ("Services"). Unless expressly agreed to by Loup otherwise, the Services performed by Loup under this Rate Offer are limited to arranging, but not actually performing, transportation of Customer's shipments ("Shipments"). Customer acknowledges that Loup does not control the manner in which any service provider engaged by Loup to perform Services performs its services. Loup does not guarantee availability of rail service or equipment. These Rate Terms are subject to the terms and conditions set forth in the circulars located at <http://www.uprr.com/customers/myterms.shtml>. Further liability and claims terms and conditions can be found at <https://www.louplogistics.com/resource-center/claims.html>.
2. **Rate and Charges:** Rates include only the Services expressly agreed to by Loup. All rates are subject to a fuel surcharge calculated monthly. Customer agrees that the rates do not include the cost of dunnage material or the cost of split loads. Customer acknowledges that rates are subject to change at any time. Customer must establish credit with Loup prior to any Shipment. Rates do not apply to dimensional Shipments (i.e. shipments with one or more of the following: width greater than 11' (including protrusions), height greater than 17' above the top of the rail or loads that overhang the end of the rail car. Such dimensional Shipments must be pre-approved by the Union Pacific Clearance Team.
3. **Payment Terms:** Payment terms are 15 days from the date of invoice. Rates are in US dollars and Customer shall pay Loup in US dollars in accordance with the credit and collection terms set forth in Uniform Freight Classification 6000-series, Rule 62, as amended. Customer must deliver to Loup any documentation necessary for Loup to issue accurate invoices within 15 days prior to the first shipment. If such documentation is not provided prior to such 15 day period, then any inaccurate invoices issued due to the failure to receive such information will not be updated. Customer must present any claim for overcharges or undercharges within one (1) year from the date of the Shipment's waybill. Customer must commence any court proceeding to collect an overcharge or an undercharge within six (6) months of the date of written declination of a timely filed claim.
4. **Term:** Loup reserves the right to terminate these Rate Terms, in whole or in part, by giving Customer not less than 15 days' notice of such termination. Termination of these Rate Terms, or any portion thereof, for any reason shall not release Customer from any obligations it may have accrued prior to such termination.
5. **Shipping:** Customer shall provide Loup with complete and accurate shipping instructions that accurately identify the cargo, applicable STCC, origin, destination, and equipment identification number in the bill of lading (or other written instructions). Customer agrees that Loup shall rely upon such shipping instructions and the items identified therein and that Loup has no obligation to review the accuracy of such instructions. The documentation shall also provide that all rail freight charges be sent to: Loup, 1400 Douglas St Stop1230; Omaha, NE 68179.
6. **Customer Obligations:** Customer shall, and shall ensure its designated motor carriers, comply with all applicable laws, rules and regulations, including, without limitation, with respect to required permits. Customer shall cause its designated motor carriers to provide proof of any required permit upon Loup's request. Customer shall comply with all loading, bracing and blocking requirements set forth in the applicable American Association of Railroad publication (as such requirements are approved by Union Pacific Shipment Quality prior to any Shipment).
7. **Accessorial Services:** To the extent such provisions are not contradictory, these Rate Terms and any accessorial services performed with respect to these Rate Terms are governed by Union Pacific Railroad Company's ("Railroad") published tariffs, as applicable, or any amendment, modification or successor tariffs or publications thereto.
8. **Confidentiality:** These Rate Terms are confidential, and no party may disclose any of these Rate Terms to any non-party without the prior written consent of the other party except as required by law or to a corporate parent or subsidiary.
9. **Miscellaneous:** These Rate Terms replace and supersede all prior rate quotes (or similar documents) with respect to the Services. If the operation of any part of these Rate Terms result in a violation of any law, such part shall be severed, and the remaining provisions of these Rate Terms shall continue in full force and effect. To the extent not governed by federal law, these Rate Terms are governed by and construed in accordance with the laws of the State of Nebraska.

ANY SHIPMENT BY CUSTOMER UNDER THESE RATE TERMS CONSTITUTES ACCEPTANCE BY CUSTOMER OF THESE RATE TERMS.

**Acceptance of Quote**

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT. ADDITIONALLY, SHIPMENT PRIOR TO SIGNING CONSTITUTES EXECUTION OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS WILL APPLY.**

Acknowledged and Agreed:

Customer Name: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Please sign and return via e-mail or fax to Primary Contact Listed Below:

ATTN: Loup Logistics Carload Solutions Marketing

**Loup Logistics Contacts**

Primary: **Lisa Tarver | Manager | Ph 402-544-2424 | Fax 402-501-2950 | LMTARVER@UP.COM**

Secondary: **Matt Herting | Manager | Ph 402-544-7920 | Fax 402-501-2950 | MPHERTIN@UP.COM**