



# Loup Logistics Program for Odessa Destination Metals

**STCC:** 33126  
**Commodity:** Metals  
**Effective:** 1/1/2021  
**Expires:** 12/31/2021  
**Route:** UP Direct

**Rates include:** Destination Transload  
**Rate Authority:**  
**Quote Version:** A  
**Rail Origin:** Various  
**Rail Destination:** Odessa, TX  
Rates Subject to Selective Increases

Destination Transload : Precision Services, Odessa, TX

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](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](http://www.uprr.com/customers/surcharge/inter_fuel_calc.shtml)

## Services: Destination Transload & Trucking

Service	Flatcar <82' Flat	Gondola (Open Top)
Destination Transload & Truck	\$1,960	
Destination Transload & Truck		\$1,960

\*Rate only applies to OCTG pipe and does not apply for unloading of coated pipe

\*Rate applies to both Gondola & "less than 82' flatcars"

\*Rate assumes 4 trucks per carload; each truck in excess of 4 will be billed at the **Destination Trucking Only** rate below

\*Rate includes trucking within 30 miles of the Odessa Railport

## Services: Destination Transload Only

Service	Flatcar <82' Flat	Gondola (Open Top)
Destination Transload Only	\$935	
Destination Transload Only		\$935

\*Rate only applies to OCTG pipe and does not apply for unloading of coated pipe

\*Rate applies to both Gondola & "less than 82' flatcars"

## Services: Destination Trucking Only

Service	Flatbed
Destination Trucking Only	\$285
Destination Trucking Only - Stanton, TX	\$315

\*Rate only applies to OCTG pipe and does not apply for unloading of coated pipe

\*Rate includes trucking within 30 miles of the Odessa Railport

## Value Adds:

Storage:	\$50 per rack per month
Truck Detention:	1st hour free; \$100/hour thereafter
Initial Callout Fee (After Hours):	Covers 1st hour; \$340 per hour
Call Out Fee (after Hours):	After 1st hour; \$115 per hour
Overtime hours (upon request):	2 hour min; \$340 per hour
Tallying (upon request):	\$75 per trailer
Cherry Picking Fee:	\$75 per trailer
Rack Transfer:	\$150 per hour
Rework required on non-bounded inbound railcars:	\$400 per car
Same Day Delivery Request:	\$100 per trailer
Load Out Fee of Outside Truck (OCTG):	\$210 per trailer
Load Out Fee of Outside Truck (Line Pipe):	\$250 per trailer

## 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: **Matt Isham | Manager | Ph 402-544-2946 | Fax 402-501-2950 | MEISHAM@UP.COM**

Secondary: **Max Crinklaw | Manager | Ph 402-544-7920 | Fax 402-501-2950 | MCRINKL@UP.COM**