

## **Public Produce Rates**

6/1/2023 6/30/2023

Effective: Expire: Rates subject to review and selective increases UPLQ 34004.1

Version B

Rail, Fuel Surcharge (FSC), Destination Transload, & Outbound Loading

Potatoes and Onions

01195: 01313: 01318

Hand-unloaded at destination customer pick up (CPU)

Palletized, Loading of Trucks, Pallet Exchange Program Quote Version: Rates Include: Commodity: STCC: Rate Provisions:

\* Accessorial rates to vary by location and are outlined in the "Accessorial Rate Sheet"

\* Disposal of spoiled or damaged product and any cleanup associated with it will be charged back to customer

Loup TBOL System must be used These rates supercede all previous rate qu

Additional warehouse storage fees over 48 hours may apply
In line with the Food Safety Modernization Act, the Sanitary Food Transportation Act and regulations promulgated under these Acts, customer must submit, in writing, any specific handling, storage
and/or transportation requirements, to ensure that cargo is handled, stored, and transported in a safe, proper, and damage-free manner. Such requirements are not agreed to by Loup unless Loup
confirms its agreement in writing.

Eastern ID			
Destination Transload (CPU)	64' POTATO	64' ONION	Routing
Lawrenceville, GA	\$14,480	\$14,980	UP-ESTL-CSX
Chicago, IL (Ohio St)	please inquire	please inquire	UP
*Cleveland, OH	\$13,294	\$13,294	UP-CHGO-CSXT
*Dallas, TX (Grand Prair	please inquire	\$10,546	UP
Guilderland Center, NY	\$17,250	\$17,750	UP-CHGO-CSXT
*Houston, TX			
Medley (Miami), FL	\$19,671	\$20,015	UP-MEMPH-NS-JACVL-FEC
Budd Lake, NJ	\$16,350	\$16,350	UP-CHGO-NS
North Kingston, RI	\$17,385	\$17,385	UP-CHGO-NS-GARDN-PW
Salisbury, NC	\$15,100	\$15,225	UP-KCITY-NS
Washington N.I.			

Central OR / WA			
Destination Transload (CPU)	64' POTATO	64' ONION	Routing
Lawrenceville, GA	\$16,580	\$17,080	UP-ESTL-CSX
Chicago, IL (Ohio St)	please inquire	please inquire	UP
*Cleveland, OH	\$15,394	\$17,352	UP-CHGO-CSXT
*Dallas, TX (Grand Prair	please inquire	\$12,646	UP
Guilderland Center, NY	\$19,350	\$19,850	UP-CHGO-CSXT
*Houston, TX			
Medley (Miami), FL	\$21,771	\$22,115	UP-MEMPH-NS-JACVL-FEC
Budd Lake, NJ	\$18,450	\$18,450	UP-CHGO-NS
North Kingston, RI	\$19,485	\$19,485	UP-CHGO-NS-GARDN-PW
Salisbury, NC	\$17,200	\$17,325	UP-KCITY-NS
Washington, NJ			

Western ID / Eastern OR			
estination Transload (CPU)	64' POTATO	64' ONION	Routing
Lawrenceville, GA	\$15,980	\$16,480	UP-ESTL-CSX
Chicago, IL (Ohio St)	please inquire	please inquire	UP
*Cleveland, OH	\$14,794	\$14,794	UP-CHGO-CSXT
*Dallas, TX (Grand Prair	please inquire	\$12,046	UP
Guilderland Center, NY	\$18,750	\$19,250	UP-CHGO-CSXT
*Houston, TX			
Medley (Miami), FL	\$21,171	\$21,515	UP-MEMPH-NS-JACVL-FEC
Budd Lake, NJ	\$17,850	\$17,850	UP-CHGO-NS
North Kingston, RI	\$18,885	\$18,885	UP-CHGO-NS-GARDN-PW
Salisbury, NC	\$16,600	\$16,725	UP-KCITY-NS
Washington, NJ			

CA / AZ			
Destination Transload (CPU)	64' POTATO	64' ONION	Routing
Lawrenceville, GA	please inquire	please inquire	UP-ESTL-CSX
Chicago, IL (Ohio St)	please inquire	please inquire	UP
*Cleveland, OH	please inquire	please inquire	UP-CHGO-CSXT
*Dallas, TX (Grand Prair	please inquire	please inquire	UP
Guilderland Center, NY	please inquire	please inquire	UP-CHGO-CSXT
*Houston, TX			
Medley (Miami), FL	please inquire	please inquire	UP-MEMPH-NS-JACVL-FEC
Budd Lake, NJ	please inquire	please inquire	UP-CHGO-NS
North Kingston, RI	please inquire	please inquire	UP-CHGO-NS-GARDN-PW
Salisbury, NC	please inquire	please inquire	UP-KCITY-NS

For new opportunities in the marketplace, please contact your Loup Sales Manager, Trevette Fisher, at tmbrown@up.com or 636-208-1141
For pricing requests or truck delivered rates, please contact your Loup Marketing Manager, Eric David, at ewdavid1@up.com or 402-544-2942

This rate document replaces all previous rate quote VERSIONS

- 1. Services: Loup Logislics 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 Loup does not control the manner in which any service provider engaged by Loup to perform Services Loup does not optimize to quantee 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.upr.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 spit 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 nover more of the following: which 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 II such documentation is not provided prior to such 15 days perior, then any inaccurate invoices issued due to the failure to receive usuch 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 within declination of a timely lifed 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 such instructions. The documentation shall also provide that all rail freight charges be sent to: Loup, 1400 Douglas St Stopt230; 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 Railrada publication (as such requirements are provided by floring Pacific Shipment Quality prior to any Shipment.)
- 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.
- 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
- 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
SIGNING BELOW,	CUSTOMER ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.
	Acknowledged and Agreed:
Customer Name:	
Printed Name:	
Title:	
Date:	

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

ATTN: Loup Logistics Carload Solutions Marketing

BY

<sup>\*</sup> Loup does not offer destination trucking services in these markets