



Public Produce Rates

Effective: 9/1/2023
9/30/2023
Rates subject to review and selective increases
UPLQ 34004.1
Version B
Quote Version: Rail, Fuel Surcharge (FSC), Destination Transload, & Outbound Loading
Rates Include: Potatoes and Onions
Commodity: 01195; 01313; 01318
STCC: Hand-unloaded at destination customer pick up (CPU)
Rate Provisions: Palletized, Loading of Trucks, Pallet Exchange Program

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 quotes

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.

Disclaimer:

Table with 4 columns: Destination Transload (CPU), 64' POTATO, 64' ONION, Routing. Rows include Lawrenceville, GA; Chicago, IL (Ohio St); \*Cleveland, OH; \*Dallas, TX (Grand Prair); Guilderland Center, NY; \*Houston, TX; Medley (Miami), FL; Washington, NJ; North Kingston, RI; Salisbury, NC; Washington, NJ.

Aberdeen, American Falls, Bancroft, Blackfoot, Collins, Cotton, Hammer, Idaho Falls, McMillan, Mindoka, Menan, Paul, Pingree, Rexburg, Rigby, Rupert, Twin Falls, Sugar City, & Wada

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Feltham, Notus, Nampa, Nyssa, Ontario, Parma, Payette, Weiser, & Wilder

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Hermiston, Kennewick, Umatilla & Sun Harbor

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Cashion, Edison, Saco, & Tolleson

\* LouP does not offer destination trucking services in these markets

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, Dana Ratcliff, at daratcliff@up.com or 402-544-7938

This rate document replaces all previous rate quote VERSIONS

- 1. Services: LouP Logistics Company ("LouP") agrees to provide to customer ("Customer"), as a freight broker, transportation services and/or distribution services ("Services").
2. Rate and Charges: Rates include only the Services expressly agreed to by LouP. All rates are subject to a fuel surcharge calculated monthly.
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.
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.
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).
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.
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.

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.

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