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1. **Services.** **Logistics Company ("Log")** provides to Customer ("Customer"), as a freight broker, transportation services and/or distribution services ("Services"). Unless expressly agreed by and with Log otherwise, the Services provided by Log under this Railroad Order are limited to arranging, but not actually performing, transportation of Customer's shipments ("Shipments"). Customer acknowledges that Log does not control the manner in which any service provider engaged by Log to perform Services performs its service. Log does not guarantee availability of rail service or equipment. These Services are subject to the terms and conditions set forth in the conditions located at <https://www.up.com/railroad-orders/terms-conditions>. Further liability and claims, can be found at <https://www.logisticscompany.com/claims-terms>.

2. **Rate and Charges.** **Log** includes only the Services expressly agreed to by Log and its rates are subject to a full interchange applicable monthly. Customer agrees that the rates do not include the cost of damage material or loss of or damage to equipment, and that the rates do not include the cost of demurrage or detention. Customer agrees that the rates do not include the cost of unloading or loading of the Shipments with one or more of the following: weighing greater than 111 (including protrusions), height greater than 17' above the top of the rail or box car height in accordance of 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 US Dollars and Customer shall pay Log US Dollars in accordance with the credit and collection terms set forth in Johnson Freight Classification 6000-series, Rule 62, as amended. Customer must deliver to Log any documentation necessary for Log to issue accurate invoices within 15 days prior to the first shipment. If such documentation is not provided, Log may suspend service to Customer until such time as the necessary documentation is provided. Customer shall pay Log within 15 days of the date of invoice. Customer shall pay Log within 15 days from the date of the Shipments's warranty. Customer must commence any court proceeding to collect an overcharge or an undercharge within six (6) months of the date of written declaration of a timely filed claim.

4. **Termination.** Log reserves the right to terminate these Rates, in whole or in part, by giving Customer notice not less than 15 days' notice of such termination. Termination of these Rates Terms, or any portion thereof, for any reason shall release Customer from any obligations it may have accrued prior to such termination.

5. **Shipping.** Customer shall provide Log with complete and accurate shipping instructions that accurately identify the origin, applicable STCC, origin, destination, and equipment identification number in the bill of lading for other written instructions. Customer agrees that Log shall rely only upon such shipping instructions and the items identified therein and that Log has no obligation to review the accuracy of such instructions. The documentation for other written instructions shall be provided to Log by the Shipper.

6. **Customer Obligations.** Customer shall, and shall ensure its designated carrier, comply with all applicable laws, rules and regulations, including without limitation, with respect to required permits. Customer shall cause its designated motor carrier to provide proof of any required permit upon Log's request. Customer shall comply with all loading, bracing and loading instructions set forth in the applicable American Association of Railroad Publication (as such requirements are approved by the Union Pacific Shipments Quality team for any Shipments).

7. **Accessorial Services.** To the extent such services are not contradictory, these Rates Terms and any accessorial services performed with respect to these Rates Terms are governed by the Union Pacific Railroad Company's ("Railroad") published tariffs, as applicable, or any amendment, modification or successor tariffs or publications thereof.

8. **Confidentiality.** These Rates Terms are confidential. To the extent that any party may disclose any of these Rates Terms to any 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 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 California.

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