



3/1/2024  
3/30/2024  
**Rates subject to review and selective increases**  
UPC 036054.1  
Version B  
Rat. Fuel Surcharge (FSC), Destination Transact., & Truckload Delivered  
Potatoes and Onions  
01195: 01313; 01318  
Hand-delivered at destination with full truckload delivery (truck destination charges may apply)  
Rate assumes each truck load can hold up to 840 bags  
Any product over 4 truck loads will be subject to the "Accessorial Truck Rate" to be paid at a per truck basis  
Prepaid, Loading of Trucks, Pallet Export Program  
Accessorial rates to vary by location and are outlined in the "Accessorial Rate Sheet"  
Disposal of spoiled or damaged product and any claims associated with it will be charged back to customer

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.

Western (W) / Eastern (E)						
Swarmed Trips/Date	POF AFD Date	POF AFD Range	CRON Date	CRON Range	Accessionary Trips Date	Remarks
W 1987-1988	1987-1988	1987-1988	1987-1988	1987-1988	1987-1988	W 1987-1988
W 1988-1989	1988-1989	1988-1989	1988-1989	1988-1989	1988-1989	W 1988-1989
W 1989-1990	1989-1990	1989-1990	1989-1990	1989-1990	1989-1990	W 1989-1990
W 1990-1991	1990-1991	1990-1991	1990-1991	1990-1991	1990-1991	W 1990-1991
W 1991-1992	1991-1992	1991-1992	1991-1992	1991-1992	1991-1992	W 1991-1992
W 1992-1993	1992-1993	1992-1993	1992-1993	1992-1993	1992-1993	W 1992-1993
W 1993-1994	1993-1994	1993-1994	1993-1994	1993-1994	1993-1994	W 1993-1994
W 1994-1995	1994-1995	1994-1995	1994-1995	1994-1995	1994-1995	W 1994-1995
W 1995-1996	1995-1996	1995-1996	1995-1996	1995-1996	1995-1996	W 1995-1996
W 1996-1997	1996-1997	1996-1997	1996-1997	1996-1997	1996-1997	W 1996-1997
W 1997-1998	1997-1998	1997-1998	1997-1998	1997-1998	1997-1998	W 1997-1998
W 1998-1999	1998-1999	1998-1999	1998-1999	1998-1999	1998-1999	W 1998-1999
W 1999-2000	1999-2000	1999-2000	1999-2000	1999-2000	1999-2000	W 1999-2000
W 2000-2001	2000-2001	2000-2001	2000-2001	2000-2001	2000-2001	W 2000-2001
W 2001-2002	2001-2002	2001-2002	2001-2002	2001-2002	2001-2002	W 2001-2002
W 2002-2003	2002-2003	2002-2003	2002-2003	2002-2003	2002-2003	W 2002-2003
W 2003-2004	2003-2004	2003-2004	2003-2004	2003-2004	2003-2004	W 2003-2004
W 2004-2005	2004-2005	2004-2005	2004-2005	2004-2005	2004-2005	W 2004-2005
W 2005-2006	2005-2006	2005-2006	2005-2006	2005-2006	2005-2006	W 2005-2006
W 2006-2007	2006-2007	2006-2007	2006-2007	2006-2007	2006-2007	W 2006-2007
W 2007-2008	2007-2008	2007-2008	2007-2008	2007-2008	2007-2008	W 2007-2008
W 2008-2009	2008-2009	2008-2009	2008-2009	2008-2009	2008-2009	W 2008-2009
W 2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	2009-2010	W 2009-2010
W 2010-2011	2010-2011	2010-2011	2010-2011	2010-2011	2010-2011	W 2010-2011
W 2011-2012	2011-2012	2011-2012	2011-2012	2011-2012	2011-2012	W 2011-2012
W 2012-2013	2012-2013	2012-2013	2012-2013	2012-2013	2012-2013	W 2012-2013
W 2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	W 2013-2014
W 2014-2015	2014-2015	2014-2015	2014-2015	2014-2015	2014-2015	W 2014-2015
W 2015-2016	2015-2016	2015-2016	2015-2016	2015-2016	2015-2016	W 2015-2016
W 2016-2017	2016-2017	2016-2017	2016-2017	2016-2017	2016-2017	W 2016-2017
W 2017-2018	2017-2018	2017-2018	2017-2018	2017-2018	2017-2018	W 2017-2018
W 2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	W 2018-2019
W 2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	W 2019-2020
W 2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	W 2020-2021
W 2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	W 2021-2022
W 2022-2023	2022-2023	2022-2023	2022-2023	2022-2023	2022-2023	W 2022-2023
W 2023-2024	2023-2024	2023-2024	2023-2024	2023-2024	2023-2024	W 2023

[illegible]

For new opportunities in the marketplace, please contact your Loup Sales Manager, **Trevette Fisher**, at [tfisher@loup.com](mailto:tfisher@loup.com) or 636-203-1141. For pricing requests or truck delivered rates, please contact your Loup Marketing Manager, **Maxwell Crinklaw**, at [mcrinkl@loup.com](mailto:mcrinkl@loup.com) or 402-544-7933.

Services: Loop Logistics Company ("Loop") agrees to provide to customer ("Customer"), as a freight broker, transportation services and/or distribution services ("Services"). Unless expressly agreed to by Loop and Customer, the Services performed by Loop and its Rate Office are limited to arranging, but not actually performing, Transportation of Customer's shipments ("Shipments"). Customer acknowledges that Loop does not control the manner in which any service provider engaged by Loop to perform Services performs its services. Loop 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 <https://www.uprr.com/customers/rail/terms.shtml>. Further liability and claims terms and conditions can be found at <https://www.looplogistics.com/resources-termsandconditions>.

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: weight 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 the invoice. Rates are in US Dollars and Customer shall pay **LogP** in US Dollars in accordance with the credit and collection terms set forth in **Uniform Freight Classification 8000- series**, Rule 62, as amended. Customer must deliver to **LogP** any documentation necessary for **LogP** 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 Shipper's waybill. 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. 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 Loop 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 Loop shall rely on such shipping instructions and the items identified therein and that Loop has no obligation to review the accuracy of such instructions. The documentation shall also provide that all rail freight charges be sent to: Loop, 1400 Douglas St Step 230, Omaha, NE 68179.

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.

2. 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 assumed by federal law, these Rate Terms are assumed 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.**

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

**ATTN: Loup Logistics Carload Solutions Marketing**