

COILED METAL PRODUCTS LETTER OF AGREEMENT

MINIMUM SHIPPING REQUIREMENTS FOR SHIPPING COILED PRODUCTS IN TRAILERS OR CONTAINERS VIA EXPRESS SYSTEM INTERMODAL, INC.

The following special conditions apply to the shipment of all coiled metal products shipped in trailers or containers.

- A. All coiled metal products must be shipped in a trailer or container that is suitable for the shipment of concentrated loads.
- B. No more than 25,000 lbs. shall be loaded in any 10 linear feet of the vehicle, and it must be uniformly distributed within that area. The maximum total cargo in the trailer/container must not exceed the manufacturer's specifications or government regulations.
- C. All coiled metal products must be securely fastened by an accepted method to a Load Roll Pallet or similar weight distribution system and that distributes the weight of the load evenly across the entire surface of the trailer/container. The weight distribution device must be capable of withstanding the rigors of rail transportation and approved by AAR and each railroad's Damage Prevention or Mechanical Maintenance Groups.
- D. Coiled metal products are prohibited from shipping as FAK (freight all kinds) and must be clearly identified on shipping papers by the appropriate STCC and commodity description. In addition, the notation "COILED METAL PRODUCT" must clearly appear on all shipping papers and the waybill.
- E. The trailer/container must be inspected by the shipper prior to loading to detect the existence of any structural damage, rust or other condition that would render the container/trailer unfit for service in transporting coiled metal products.
- F. The party tendering the cargo to Express System Intermodal agrees to indemnify and hold Express System Intermodal harmless from any and all damages resulting from its negligence in the loading or blocking and bracing of coiled metal products, or its failure to inspect the cargo to ensure compliance with these special conditions. Following the above guidelines will be evidence of the shipper's lack of negligence.

No coil shipments will be accepted by Express System Intermodal unless this Letter of Agreement has been signed by the shipper and is on file at Express System Intermodal, indicating the shipper's awareness and acceptance of the requirements for shipping coiled metal products in trailers or containers with Express System Intermodal. Any shipment that fails to comply with the conditions set forth above will be removed from transportation and placed in storage pending further disposition. The entity tendering the cargo who fails to comply with the above guidelines will be liable for any surcharges assessed against Express System Intermodal by the railroads. Storage charges and recouping charges will be in addition to any surcharges.

The above conditions are minimum standards and do not relieve the shipper of its duty to tender cargo that is loaded with reasonable care given the inherent nature of the cargo.

The undersigned agrees to the terms of this Agreement.

Date: _____ Company Name: _____

Signature of shipper: _____