



# Terms and Conditions



Published: 03/14/2023  
Effective: 03/14/2023  
(except as noted)

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## 2 REVISION HISTORY

This section provides a history of document revisions.

Issue Date	Effective Date	Sections Added	Sections Removed	Sections Modified	Description
03/14/23	03/14/23			7.2.5	Updated contact numbers for certain Third Party Pools
	03/01/23			7.1	Revised to reflect discontinuance of damage allowance
	03/01/23		7.1.1 7.1.3	7.1.2	7.1.1 and 7.1.3 no longer needed as the MRP for TRAC Select, TPSP and Private Pools now same as MRP for standard TRAC Connect chassis under 7.1; 7.1.2 renumbered as 7.1.1 and conforming changes made
	12/01/22			5.1	Updated to reflect increases to the authorized motor carrier per diem rates for standard TRAC Connect chassis (all regions)
4/29/22	4/29/22			5.1	Updated Chassis Misuse Fee; deleted APMT Accessorial Charge; inserted reference to GCT New York Drop Off Fee (previously made applicable via an Announcement) and updated amount of fee
				7.3	Inserted updated Base Value applicable to all chassis; updated Attribute Values for triaxle chassis and radial tires
	4/01/2022			7.1 7.1.3 7.2.4	Deleted references to the TPNP to reflect the conversion of the TPNP to a neutral pool
12/22/21	12/01/21			7.2	Updated contact method for FYX
12/22/21	12/01/21			7.2.5	Inserted contact for WCCP
12/22/21	12/01/21			7.2.4	Inserted provision to clarify that motor carriers should check the Chassis Provider/Ocean Liner matrix to confirm if a TPSP chassis is subject to the RSP set out in 7.2.4
12/22/21	12/01/21			5.1	Updated to reflect increases to the authorized motor carrier per diem rates for standard TRAC Connect chassis (all regions)
12/22/21	12/01/21			7.3	Inserted Base Values for newly manufactured and newly refurbished chassis; updated Attribute Value for radial tires
12/22/21	12/01/21	9.2		Appendix A	Inserted new Anti-Bribery and Anti-Corruption provisions and related definitions
03/18/21	03/01/21			5.1	Updated per diem rates for standard TRAC Connect chassis in West Coast markets to reflect COVID-19 rate adjustment
03/18/21	12/01/20			5.1	Updated to reflect increases to the authorized motor carrier per diem rates for standard TRAC Connect chassis (all regions)
03/18/21	05/01/20			8.2	Updated to reflect new Bill Management portal for submitting invoice disputes
03/18/21	05/01/20			7.3	Updated to reflect revised methodology for calculating Replacement Values and to include Attribute Value for GPS

Issue Date	Effective Date	Sections Added	Sections Removed	Sections Modified	Description
03/18/21	08/03/20			7.1 7.1.3 7.2 7.2.4	Updated to refer to "Private Pools" and "Third Party Pools"; corrected section references in 7.2
03/18/21	various			Appendix A	Inserted definition of "CCPP"; inserted definition of "Private Pool" to include CCPP, CFPP, SCTP and TZEP
03/18/21	various	6.1.2			Added section to reflect special rules applicable to chassis out-gated from Private Pools
03/18/21	12/01/20			7.1.2 Appendix A	Revised definition of "Third Party Pool" by deleting references to COCP and GCCP and moved revised definition to Appendix A
03/18/21	12/01/20			7.2.5	Removed references to COCP and GCCP
03/18/21	n/a			7.2.5	corrected to include Salt Lake City as Location within DCCP
03/10/20	12/01/19			5.1	Updated to reflect increases to the authorized motor carrier per diem rates for standard TRAC Connect chassis and TRAC Select chassis (all regions, other than SACP)
03/10/20	10/15/19			5.1	Updated to reflect increases to the authorized motor carrier per diem rates for standard TRAC Connect chassis in the SACP
10/03/19	10/07/19			4.3	Updated name and address of the insurance certificate holder to IANA
10/03/19	10/01/19			7.2 7.2.1 7.2.2 7.2.3 7.2.4	Replaced references to "TRAC Interstar" with "FYX" to reflect re-branding
02/04/19	02/04/19			5.1	Updated to include per diem rate for 40' Genset in Oakland market
11/26/18	12/01/18			7.2.1	Revised to reflect terms of modified RSP for standard marine TRAC Connect chassis
11/26/18	12/01/18			7.1	Revised MRP to reflect a \$350 allowance
11/26/18	12/01/18			5.1	Updated to reflect increases to the authorized motor carrier per diem rates for standard TRAC Connect chassis (all regions)
11/01/18	11/01/18			5.1	Updated to include per diem rate for 40' Genset in Houston market
06/25/18	06/25/18			5.1	Updated to include per diem rate for 40' Genset in LA/LB market
05/18/18	05/16/18			5.1	Updated to add 40' Genset Chassis as new type of TRAC Select Chassis and to incorporate applicable per diem rates and fees
05/18/18	05/16/18			7.3	Clarified that motor carriers using 40' Genset TRAC Select Chassis may be obligated to pay the Depreciated Replacement Value of the genset itself in the event it alone suffers a loss or damage
05/18/18	05/16/18	4.3.1			Added special insurance requirements for 40' Genset TRAC Select Chassis
05/18/18	05/16/18	6.1.1			Added provision to clarify special rule requiring all TRAC Select chassis to be returned to their respective Start Locations

Issue Date	Effective Date	Sections Added	Sections Removed	Sections Modified	Description
05/18/18	05/16/18			3.2	Revised to reflect that whenever a 40' Genset TRAC Select Chassis is on-hired, each reference in the Interchange Agreement to "Chassis" shall be deemed to include the genset unit as well
05/18/18	01/01/18			5.1	Updated to reflect per diem rate increases applicable to standard TRAC Connect chassis for authorized motor carriers (all regions)
05/18/18	05/18/18			3.2	Clarified that usage of chassis by a motor carrier on behalf of an ocean carrier or other third party that is not a "Participating Ocean Carrier" is governed by such motor carrier's agreement with such ocean carrier or third party
05/05/17	05/05/17			7.2.1 7.2.2	Revised to expand the RSP in 7.2.1 to include repairs performed on TRAC Connect chassis located at BCO/customer yards and to remove such repairs from the RSP in 7.2.2
02/24/17	03/01/17			various	Renamed "TRAC Private Chassis" as "TRAC Select Chassis"
02/24/17	03/01/17	7.2 7.2.1 7.2.2 7.2.3 7.2.4 7.2.5		7.1 7.1.1 7.1.2 7.1.3 7.2	Clarified 7.1 (and its subsections) to reflect only the maintenance and repair policy and applicability of the \$475 damage allowance; inserted new section 7.2 (and its subsections) to reflect revisions to the road service policy to cover TRAC Select Chassis and provide for direct billing of motor carrier for repairs performed on standard TRAC Connect chassis at motor carrier yards, BCO locations and customer yards; renumbered former section 7.2 as 7.3
02/24/17	03/01/17			5.1	Updated to reflect per diem rate increases applicable to standard TRAC Connect chassis for authorized motor carriers (all regions) and to reflect revised per diem rates for TRAC Select Chassis
12/14/16	12/15/16			5.1	Updated to reflect availability of 40' refurbished chassis with bias ply tires at the Norfolk TPNP location
12/14/16	12/14/16			3.2 6.1	Removed hyperlinks to Participating Ocean Carriers
12/14/16	11/01/16			7.2	Updated Replacement Values
12/14/16	07/08/16			7.1	Updated DSP List
12/14/16	06/15/16			8.2	Updated to reflect 15-day review period for disputes submitted via Intermodal Data Hub
12/14/16	06/15/16			5.1	Updated to reflect per diem rate increases for authorized motor carriers (all regions)
12/14/16	05/01/16			6.5	Updated procedures for submission of DVIRs
12/14/16	05/01/16			5.1	Updated to reflect additional markets for certain chassis within the TPCP
12/14/16	05/01/16			7.2	Clarified that Depreciated Replacement Value is calculated from date of manufacture, remanufacture or refurbishment
03/16/16	03/01/16			5.1	Updated to reflect additional markets for 20' TriAxles

Issue Date	Effective Date	Sections Added	Sections Removed	Sections Modified	Description
				6.5	Updated to remove references to GACP and LABP
12/07/15	12/07/15			8.2	Updated to reflect use of dispute portal for submission of disputes (as first set out in November 18, 2014 Announcement)
11/01/15	11/01/15			5.1	Updated to reflect per diem rate increases for authorized and unauthorized motor carriers (all regions)
				7.2	Clarified that Depreciated Replacement Value of any TRAC Connect chassis not owned by TRAC Intermodal is the replacement cost invoiced to TRAC Intermodal by or on behalf of its owner
				7.1 7.1.1 7.1.2 7.1.3	Updated to reflect revisions to enhanced maintenance and repair policy; clarified that same does not apply to TPCP Chassis or chassis out-gated from TPSP, TPNP or Third Party Pools
10/05/15	10/05/15			4.3	Updated insurance certificate holder address
10/05/15	10/05/15			5.1	Updated to reflect additional markets for 20' Refurbished TriAxle with Radials
				7.1	Updated DSP list
04/21/15	04/01/15			5.1	Updated to reflect (i) per diem rate for 20' Refurbished TriAxle with Radials, which has been included as a new offering within the TRAC Private Chassis Pool, and (ii) increased per diem rate for TRAC TITAN
02/17/15	02/04/15			5.1	Updated to reflect per diem rate and misuse fee for the 40' Refurbished Chassis with Radials, which has been included as a new offering within the TRAC Private Chassis Pool
				6.4	Updated to clarify that all chassis within the TRAC Private Chassis Pool require a TRAC Intermodal booking number
				7.1.1	Renamed the "TRAC Premium Chassis Pool" as the "TRAC Private Chassis Pool"; updated to reflect applicability of section to all TPCP Chassis
				7.2	Updated Replacement Values for TPCP Chassis
01/29/15	01/12/15			5.1	Updated to reflect rate increases for Authorized Motor Carriers (all regions)
11/14/14	11/14/14			5.1	Updated "Notes" section of table showing Authorized Motor Carrier Per Diem Rates
				8.2	Corrected language to reflect current dispute policy
09/23/14	09/23/14			5.1	Updated to reflect additional markets and rates for TRAC TITAN chassis.
				7.1	Inserted table of DSP charges; replaced references to "Service Call Fees" in the Tire Accountability Rules with "Dispatch Fees"
07/01/14	07/01/14			various	Renamed the "Rules Directory" as the "TRAC Connect Terms and Conditions" and made conforming changes throughout
		9.1			New Section 9.1 added regarding use of GPS tracking devices in chassis

Issue Date	Effective Date	Sections Added	Sections Removed	Sections Modified	Description
				7.2	Updated Replacement Values
				7.1.2	Updated to change references to "CCM Pool" to "Third Party Pool"
				7.1	Updated to reflect change to Designated Service Providers and to clarify applicability of enhanced M&R policy to tires
				6.4	Clarified that booking number may be required upon subsequent out-gate from same location; updated to include reference to EZ Book system
				5.4 6.1	Inserted references to "Incentives, Fees and Other Charges" page of Website
				5.1	Updated to reflect rate increases for Authorized Motor Carriers (all regions)
				4.2	Clarified that passing TRAC Intermodal's credit standards is a requirement in order for motor carrier to be approved
05/1/14	05/1/14			7.1	Updated to reflect change to Designated Service Provider
01/15/14	01/15/14			5.1	Updated to reflect increase to the Unauthorized Motor Carrier Per Diem Rate
01/01/14	01/01/14			5.1	Updated to reflect rate increase in West Coast region
11/01/13	11/01/13			5.1	Updated to reflect rate increase in the Northeast region
				4.3	Modified the loss payee and additional insured language required on insurance certificates.
				5.1	Corrected rates for Gulf, Southeastern, Heartland and Central regions
				6.5	Updated to include references to all Third Party Pools (defined below)
				7.1	Updated to reflect enhanced M&R policy for standard chassis out-gated from TRAC-managed pools.
				7.1.1	Re-numbered as Section 7.1.2 and updated to reflect special rules for chassis out-gated from all Third Party Pools.
		7.1.1			New Section 7.1.1 inserted to provide M&R policy for non-standard chassis (including those in TRAC Premium Chassis Pool ("TPCP")).
				7.2	Updated to reflect Replacement Value for TRAC TITAN chassis.
07/12/13	07/12/13			5.1	Updated to reflect rate, misuse fee and available markets for TRAC TITAN chassis.
07/01/13	07/01/13			5.1	Updated to reflect rate increases for Authorized motor carriers (all regions).
05/13/13	05/13/13			5.1	Added Columbia, NJ as a location where 20' TriAxle chassis are available.
01/23/13	01/23/13			5.1	Updated Per Diem rate for 20' TriAxle chassis in Memphis.



Issue Date	Effective Date	Sections Added	Sections Removed	Sections Modified	Description
06/29/12	07/01/12			5.1	Updated to reflect rate increases for Authorized and Unauthorized motor carriers (all regions); added Per Diem rate for 20' TriAxle chassis in Chicago, Memphis, LA, Oakland and Seattle; added Omaha, Nebraska to Midwest region.
12/01/11	12/01/11			5.1	Updated to reflect rate increases for the Southeast, Gulf and Midwest regions.
11/01/11	11/01/11			5.1	Updated per diem rates to reflect suspension of TRAC Assist™ in Northeast markets.
10/05/11	10/05/11			5.1	Added Per Diem rates for Denver and Salt Lake City markets; updated per diem rates for the Northeast to reflect expansion of TRAC Assist into the MD, NY and NJ markets; adjusted per diem rate applicable to the Philadelphia market.
07/14/11	07/14/11	5.6		3.2 5.2 6.1	Clarified (i) party to be billed when motor carrier has entered into billing arrangement with ocean carrier or other third parties which is applicable to TRAC Connect moves, and (ii) motor carrier's continuing obligations under its agreements with the ocean carriers and other third parties (including, without limitation, the payment of repositioning fees) with respect to moves that are not TRAC Connect moves.
06/10/11	06/13/11			5.1	Reformatted rate tables and updated same to reflect (i) general Rate Increase for Northeast, Southeast, Gulf and Midwest, and (ii) implementation of TRAC Assist in Philadelphia.
04/29/11	05/01/11			5.1	Added per diem rates for Portland and Seattle; increased "Unauthorized Access" rate to \$25.00.
03/10/11	03/10/11			4.3	Added TRAC "Certificate Holder" address.
02/01/11	02/01/11			5.1	Clarified that, as set forth in the Interchange Agreement, all per diem rates set forth herein are exclusive of all "Taxes" (as defined in the Interchange Agreement).
01/31/11	02/01/11			5.1	Added per diem rates for BNSF Midwest Chassis Pool, BNSF St. Paul Chassis Pool, CSX Midwest Chassis Pool and MWCP and M CCP Chassis Pools (collectively, the "Midwest Pools"); modified note section to clarify that motor carriers who out-gate chassis from any Midwest Pool location but who have not signed a TRAC Connect Interchange Agreement will continue to be billed at the per diem rates set forth in the interchange agreements applicable to such pool location.
01/31/11	02/01/11			6.5, 7.1, 7.1.1	Expanded special rules governing DVIR submission and maintenance and repair policy to certain MWCP and M CCP locations.
01/10/11	01/10/11	7.1.1		6.5, 7.1	Added special rules governing DVIR submission and maintenance and repair policy at SACP locations.

Issue Date	Effective Date	Sections Added	Sections Removed	Sections Modified	Description
01/10/11	01/10/11			7.2	Added provision clarifying TRAC Intermodal's right to treat any chassis out-gated for more than 90 consecutive days as a Casualty Chassis.
01/10/11	01/17/11			5.1	Added Dallas and Houston per diem rates.
01/10/11	01/10/11			5.1	Added SACP (Atlanta, Charleston, Charlotte, Jacksonville, Savannah, Tampa) per diem rates.
11/30/10	11/30/10			5.1	Added Buffalo, NY per diem rates.
11/09/10	11/09/10			5.1	Added Los Angeles and Oakland, CA per diem rates.
09/22/10	09/22/10			4.3, 4.4	4.3: Removed "as their interests may appear". 4.4: Added "Security deposits may be commingled with other funds of TRAC Intermodal."
08/02/10	08/02/10	All			Initial version.

### 3 GENERAL APPLICATION

#### 3.1 PURPOSE

These *TRAC Connect Terms and Conditions* (the “Terms and Conditions”), together with the Interchange Agreement and the Website, set forth rules governing the motor carrier’s interchange and use of intermodal chassis under the TRAC Connect program.

#### 3.2 APPLICABILITY AND COVERAGE

The terms and conditions of interchange and use, including those set out in these Terms and Conditions, the Interchange Agreement and the Website, will apply when a motor carrier picks up a TRAC Connect chassis for its own account. If motor carrier picks up a TRAC Connect chassis from a location on behalf of an ocean carrier or other third party that is not a “Participating Ocean Carrier” at that location, then TRAC Intermodal’s use agreement with such ocean carrier or third party (instead of such motor carrier’s Interchange Agreement) will apply to the interchange and use of such chassis. Nevertheless, such motor carrier will be responsible for any amounts payable under its agreement with such ocean carrier or other third party (which may include repositioning fees). A current list of Participating Ocean Carriers is available to registered users on the Website.

The motor carrier shall be conclusively presumed to have agreed to the terms and conditions of interchange and use then in effect under these Terms and Conditions, the Interchange Agreement and the Website at the time it picks up a TRAC Connect chassis for its own account, even in the absence of a signed Interchange Agreement.

For the avoidance of doubt, whenever a motor carrier picks up a 40’ Genset TRAC Select Chassis, each reference to “Chassis” in the Interchange Agreement shall be deemed to include the genset attached to such chassis.

#### 3.3 MONETARY AMOUNTS

Unless otherwise noted, all monetary amounts referred to in these Terms and Conditions, the Interchange Agreement and the Website shall be in U.S. Dollars.

## 4 MOTOR CARRIER REQUIREMENTS

### 4.1 MOTOR CARRIER REGISTRATION AND APPROVAL

Before TRAC Intermodal designates a motor carrier as an approved TRAC Connect customer, the motor carrier must register via the Website, provide all information requested on the Website and agree to all terms and conditions set forth on the Website (including those set forth in these Terms and Conditions and in the Interchange Agreement). In addition, TRAC Intermodal will verify motor carrier's credit worthiness and the other information provided by motor carrier. Upon completion of its review of the information provided by the motor carrier, TRAC Intermodal will either approve or deny the motor carrier's application to become an approved customer and will so notify motor carrier by email or otherwise. Only approved customers having an Interchange Agreement signed by TRAC Intermodal are authorized to interchange and use TRAC Connect chassis.

### 4.2 GENERAL REQUIREMENTS

In order to become and remain an approved TRAC Connect customer, a motor carrier must:

- pass TRAC Intermodal's credit standards;
- have and maintain a valid SCAC, DOT number and motor carrier number; and
- register each of its drivers in the IANA Intermodal Driver Database (IDD).

### 4.3 INSURANCE

In order to become and remain an approved TRAC Connect customer, motor carrier must provide TRAC Intermodal with proof of currently valid insurance, and of the continuing validity of such insurance, that meets the following requirements and covers the following risks:

- All risk of loss and damage insurance while on land, afloat or airborne, in transit or at rest anywhere in the world, or trailer interchange insurance including collision, in either case in an amount equal to the replacement value of all TRAC Connect chassis on-hire to motor carrier and in any event, not less than \$25,000.
- Commercial automobile insurance with a combined single limit of \$1,000,000 or greater, insuring all intermodal chassis provided to motor carrier hereunder and all other equipment involved in the interchange and use of the chassis, including vehicles of motor carrier's agents or contractors; said insurance policy to be primary to any and all other applicable insurance.
- A commercial general liability policy with a combined single limit of \$1,000,000 per occurrence or greater, of which no portion can be self insured.

The all risk/trailer interchange policy must name the following as loss payees, as their interests may appear: **"Interpool, Inc. d/b/a TRAC Intermodal and its affiliates, subsidiaries and chassis lessors"**. The auto and general liability policies must name the following as additional insureds, as their interests may appear: **"Interpool, Inc. d/b/a TRAC Intermodal and its affiliates, subsidiaries and chassis lessors"**.

The address of the certificate holder should be listed as follows:

President  
The Intermodal Association of North America  
11785 Beltsville Drive, Suite 1100  
Calverton, MD 20705-4048

Motor carrier must provide TRAC Intermodal with proof of the renewal of insurance coverage at least fifteen (15) business days before the expiration date of an expiring policy, but under no circumstance later than five (5) business days before the expiration date of an expiring policy.

TRAC Intermodal reserves the right to cut off, close or suspend the motor carrier's account and terminate its Interchange Agreement for non-compliance with any of these insurance requirements.

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#### 4.3.1 SPECIAL INSURANCE REQUIREMENTS FOR 40' GENSET TRAC SELECT CHASSIS

Notwithstanding the requirement for all risk of loss and damage coverage set forth above, to use a 40' Genset TRAC Select Chassis, motor carrier must demonstrate that it has insurance providing coverage for property of others while in transit, including the risk of loss and damage to such chassis and the genset, in an amount of not less than \$40,000 (per occurrence).

#### 4.4 CREDIT

Motor carrier authorizes TRAC Intermodal to perform an initial and ongoing credit checks to evaluate the credit worthiness of the motor carrier.

Before providing TRAC Connect chassis or other products or services to motor carrier, TRAC Intermodal may require motor carrier to furnish a security deposit in an amount determined by TRAC Intermodal, and/or require pre-payment for such products and services. TRAC Intermodal will hold security deposits in a non-interest bearing account for one year, but may extend such time with motor carrier's consent if motor carrier continues to remain an approved customer. Security deposits may be commingled with other funds of TRAC Intermodal. So long as there are no amounts owing to TRAC Intermodal by motor carrier, motor carrier may request the return of its security deposit at any time, in which event TRAC Intermodal will return it to motor carrier, without interest. However, the return of a security deposit may result in the motor carrier being cut off, its account closed or suspended and its Interchange Agreement terminated. Motor carrier may request TRAC Intermodal to re-evaluate its credit-worthiness no more than once per year.

#### 4.5 ACCOUNT ACTIVATION, SUSPENSION AND CANCELLATION

The motor carrier may not pick up or use any TRAC Connect chassis until TRAC Intermodal has countersigned and returned to the motor carrier the Interchange Agreement. TRAC Intermodal reserves the right to cancel or suspend a motor carrier's account at any time, for any reason or for no reason. Upon cancellation or suspension of an account, the motor carrier may not pick up any additional TRAC Connect chassis and must return all TRAC Connect chassis in motor carrier's possession or control as soon as possible but no later than five (5) business days after the date of such cancellation or suspension. TRAC Intermodal will assess an unauthorized user charge for any TRAC Connect chassis that are picked up by motor carrier after any such cancellation or suspension or otherwise, without proper authorization.

## 5 CHARGES

### 5.1 RATES

All rates are subject to change, as well as temporary adjustments, in TRAC Intermodal's sole determination. Rate changes will be made via publication in these Terms and Conditions or the Announcements section of the Website and will take effect on the date specified therein (the "Per Diem Effective Date"), which Per Diem Effective Date shall in no event be earlier than five (5) days after the date of such publication, and will apply to all TRAC Connect chassis on-hired by motor carrier on or after such Per Diem Effective Date.

**All Per Diem rates set forth in this Section 5.1 are exclusive of all "Taxes" (as defined in the Interchange Agreement), including any applicable sales, use or rental taxes.**

<b>Authorized Motor Carrier<sup>1</sup> Per Diem Rates for Standard TRAC Connect Chassis</b> (per chassis per day or fraction thereof; not applicable to TRAC Select Chassis)				
Region	Area (For specific sites, please click on the <a href="#">Locations</a> link on the Website)	Rate		
Mid-South	Alabama (Huntsville), Arkansas, Mississippi, Tennessee	\$	26.50	
Gulf	Alabama (Mobile), Louisiana, Texas	\$	28.25	
Southeast (SACP)	Alabama (Birmingham), Florida, Georgia, North Carolina, South Carolina	\$	32.00	
Southeast (TGRP/TMEP)	Florida	\$	28.25	
Heartland	Iowa, Kansas, Missouri, Nebraska	\$	29.75	
Central	Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, Wisconsin	\$	29.00	
Northeast	Maryland, New Jersey, New York, Pennsylvania	\$	32.50	
Mountain	Colorado, Utah	\$	33.25	
Southern California	Los Angeles/Long Beach Area	\$	35.25	
Northern California	Oakland/San Francisco Bay Area	\$	33.25	
Pacific Northwest	Oregon, Washington	\$	33.25	
<b>Unauthorized Motor Carrier Per Diem Rate</b> (per chassis per day or fraction thereof)				
All States	All Areas	\$	45.00	
<b>Authorized Motor Carrier Per Diem Rates<sup>**</sup> for TRAC Select Chassis<sup>2</sup></b> (per chassis per day or fraction thereof)				
Type <sup>3</sup>	Area or Zone <sup>4</sup>	Length of On-Hire Period (in calendar days)		
		1 – 9	10 – 29	30 or more
All (except TriAxles, Lightweights and 40' Gensets)	Zone 1	\$24.00	\$21.25	\$17.00
	Zone 2	\$21.00	\$18.25	\$13.00
40' Gensets <sup>5</sup>	NY/NJ Houston	\$60.00 (regardless of length of On-Hire Period)		
	Los Angeles/Long Beach	\$65.00 (regardless of length of On-Hire Period)		
	Oakland	\$65.00 (regardless of length of On-Hire Period)		
40' Lightweights	Zones 1 and 2	\$27.00	\$27.00	\$27.00
TriAxles	Zones 1 and 2	\$45.00	\$40.00	\$30.00
<b>**Each per diem rate listed above applies to the entire On-Hire Period.</b>				

**(Rate Tables continue on the following page)**

<b>Other Charges (applies to ALL Motor Carriers, per incident)</b>		
<b>Item</b>	<b>Notes</b>	<b>Rate</b>
Chassis Misuse Fee	Applies when returning a chassis to a location that is a valid Stop Location but that is not denoted as a free return location for the Start Location. Does not apply when an incentive is in place for the Start/Stop Location combination.	\$ 500.00
GCT New York Drop Off Fee	Applies to each 40' chassis originating at any New Jersey location that is returned to GCT New York.	\$ 325.00
Misuse Fee (SCTP)	Applies when an SCTP chassis is returned to a location within the LA/LB port complex other than ETS.	\$ 150.00
	Applies when an SCTP chassis is returned to a location outside of the LA/LB port complex.	\$ 350.00
Misuse Fee (TRAC Select)	Applies when a TRAC Select Chassis is not returned to its Start Location.	\$ 1,000.00
Incorrect SCAC	See the "Data Processing Fee" section for a complete definition.	\$ 20.00
Refueling Charge	Applies when the genset's fuel tank is not filled up prior to returning the 40' Genset	\$ 20.00 <i>(plus cost of fuel)</i>
Invalid Payment Information	See the "Invalid Payment Information" section for a complete definition.	\$ 50.00

***(Notes to Rate Tables appear on the following page)***

**NOTES TO RATE TABLES:**

1. To be considered "Authorized", a Motor Carrier must be registered as a TRAC Connect customer, must have accepted the terms and conditions of the TRAC Connect Interchange Agreement, and must have been fully approved by TRAC Intermodal at the time such Motor Carrier out-gates a TRAC Intermodal chassis. All Motor Carriers who are not Authorized at the time of out-gate in accordance with the foregoing shall be considered "Unauthorized" for all purposes hereof and shall be billed at the "Unauthorized Motor Carrier Per Diem Rate" set forth above; provided, however, that TRAC Intermodal may elect, in its sole discretion, to temporarily bill new customers at the Authorized Motor Carrier Per Diem Rates while their TRAC Connect registrations are being processed.

2. Availability of TRAC Select Chassis is limited. Only Authorized Motor Carriers who obtain a TRAC Intermodal booking number in advance through EZBook may on-hire TRAC Select Chassis.

3. TRAC Select Chassis are those specialty and other types of TRAC Connect chassis designated as such from time to time by TRAC Intermodal. TRAC Select Chassis are subject to "white glove" service, ensuring that each TRAC Select Chassis booked through EZBook will be green-tagged and staged for motor carrier's federally mandated pre-trip inspection. Many TRAC Select Chassis have radial tires, LED lights, anti-lock braking systems, GPS tracking and automatic tire airing systems. TRAC Intermodal currently offers the following types of chassis under its TRAC Select program:

20' Chassis	40' Genset	40' Titan
20' TriAxle	40' Gooseneck	40' TriAxle
23' Titan	40' Lightweight	45' Gooseneck

4. Zone 1 consists of the West Coast (Los Angeles/Long Beach, Oakland, and Seattle) and the NY/NJ metro area. Zone 2 includes all other areas where TRAC Select Chassis are offered. For specific locations, please click on the following link: [TRAC Select](#).

5. In addition to the per diem rate indicated above, motor carriers that return a 40' Genset without refilling the genset's fuel tank will be charged for the cost of fuel plus a labor charge of \$20.00.

**5.2 COMPUTATION OF ON-HIRE PERIOD**

The on-hire period for any TRAC Connect chassis picked up by motor carrier commences when such chassis goes out-gate from a valid Start Location and ends when it returns in-gate to a valid Stop Location. Billable time is measured in calendar days. Fractions of days will count as a full calendar day. Multiple uses of the same TRAC Connect chassis during the same calendar day are allowed and will result in the motor carrier's being charged for a single billable day with respect to such chassis. All days are billable including weekends and holidays. A list of valid Start and Stop Locations is published on the Website. All timestamps used in calculations are represented in the local time zone appropriate to the event location.

**5.3 DATA PROCESSING FEE**

The motor carrier's SCAC must be accurately reported by the driver on all in-gate and out-gate events. In the event that the SCAC or other carrier information reported from the gate to TRAC Intermodal is not the SCAC that TRAC Intermodal has on record for the motor carrier, TRAC Intermodal shall charge the motor carrier a data processing fee for each such incident. This fee will not be assessed if the SCAC discrepancy (whether due to human error or system limitation) is attributable to, and confirmed in writing by, the gate operator.

**5.4 INCENTIVES, FEES AND OTHER CHARGES**

TRAC Intermodal reserves the right to offer the incentives, and assess the fees and other charges relating to the interchange and use of TRAC Connect chassis, set forth on the "Incentives, Fees and Other Charges" page of the Website or as otherwise provided in the Announcements section of the Website. Examples may include incentives or fees for picking up and returning TRAC Connect chassis at certain Start/Stop Location combinations.



## 5.5 INCIDENTAL EXPENSES

TRAC Intermodal reserves the right to re-bill incidental expenses incurred as a result of providing products and services to the motor carrier, which may not typically be incurred in day-to-day chassis operations. Examples may include expenses incurred by TRAC Intermodal in repossessing a TRAC Connect chassis following motor carrier's default.

## 5.6 OCEAN CARRIER AND OTHER THIRD PARTY ARRANGEMENTS

In the event that the motor carrier has entered into an agreement with an ocean carrier or other third party (each a "Steamship Line" and each such agreement, a "Carrier Haulage Agreement") pursuant to which the Steamship Line has agreed, among other things, to pay TRAC Intermodal directly for certain fees and charges relating to motor carrier's use of TRAC Connect chassis hereunder (including, without limitation, the payment of per diem rental fees and Chassis Misuse Fees), TRAC Intermodal will bill such Steamship Line directly in accordance with the terms and conditions of the relevant Carrier Haulage Agreement. In all cases, TRAC Intermodal's records regarding the amount of, and the party responsible to TRAC Intermodal for, such fees and charges will control.

Notwithstanding the existence of any Carrier Haulage Agreement, motor carrier shall remain fully liable for the performance of all terms and conditions of interchange and use while a TRAC Connect chassis is in motor carrier's possession or control (including these Terms and Conditions, the Interchange Agreement and the Website). For the avoidance of doubt, nothing herein is intended to alter or modify the terms and conditions of any Carrier Haulage Agreement (including, without limitation, any repositioning or other amounts that motor carrier may be responsible for paying to the Steamship Line thereunder).

## 6 FACILITY AND OPERATIONAL LOGISTICS

### 6.1 START AND STOP LOCATIONS

Location detail can be found by clicking the [Locations](#) link on the Website.

TRAC Connect chassis may be picked up at any valid Start Location and returned to any valid Stop Location, as designated on the Website. Availability of TRAC Connect chassis is not guaranteed. When a TRAC Connect chassis is returned to a valid Stop Location, TRAC Intermodal will grant or assess any relevant incentives, fees or other charges then in effect, as indicated on the “Incentives, Fees and Other Charges” page of the Website or in the Announcements section of the Website. Any TRAC Connect chassis that is returned to a valid Stop Location that is not designated as a free return point for that chassis’ Start Location will be subject to a misuse fee. Misuse fees will not be assessed, however, if there is an incentive in place for a combination of such Start and Stop Locations. Per Diem charges will continue to accrue and other charges may be assessed with respect to any TRAC Connect chassis that is returned to a location that is not a valid Stop Location.

If motor carrier picks up a TRAC Connect chassis from a location on behalf of an ocean carrier or other third party that is not a “Participating Ocean Carrier” at that location, then motor carrier will be responsible for any amounts payable under its agreement with such ocean carrier or other third party (which may include repositioning fees). A current list of Participating Ocean Carriers is available to registered users on the Website.

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#### 6.1.1 SPECIAL RULE FOR TRAC SELECT CHASSIS

Notwithstanding anything set forth in Section 6.1 to the contrary, all TRAC Select chassis may only be returned to their respective Start Locations. Any TRAC Select chassis left at a location other than its Start Location will continue to accrue per diem charges until returned to such Start Location and will be subject to the TRAC Select Misuse Fee set out in Section 5.1.

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#### 6.1.2 SPECIAL RULES FOR CHASSIS OUT-GATED FROM A PRIVATE POOL

Chassis within each Private Pool are intended solely for the transport of the applicable Participating Ocean Carrier’s containers. Any motor carrier who uses the chassis to transport a container on behalf of any third party other than such Participating Ocean Carrier shall be responsible for all per diem charges (at the rate set forth in Section 5.1 that is applicable to the geographic area in which such Private Pool is located) until such chassis is returned to a valid Stop Location within such Private Pool. In addition, SCTP chassis that are not returned to a valid Stop Location within the SCTP are subject to the applicable misuse fees set forth in Section 5.1.

### 6.2 REPORTING OF SCAC

In order to avoid a data processing fee, drivers must accurately and clearly report their SCAC to the gate operator and make sure that the SCAC supplied is accurately recorded on the EIR. To avoid potential errors, TRAC Intermodal encourages drivers to use the following operational guidelines:

- Drivers should use the military letter protocol when calling out a SCAC (i.e. “alpha, bravo...”)

- Before completing the transaction, drivers should ask the gate operator to read back the SCAC as it is recorded (e.g. “SCAC is alpha, bravo, Charlie, delta.”)

### 6.3 PRE-TRIP INSPECTION

Before accepting delivery of a TRAC Connect chassis, drivers shall conduct a pre-trip inspection in accordance with the rules and regulations of the FMCSA and the pre-trip inspection guidelines set out in Exhibit A of the UIIA.

### 6.4 CHASSIS BOOKING NUMBERS

For the purposes of this section, a “TRAC-controlled location” is a location where TRAC Intermodal is responsible for operational control of the gate facility.

- If out-gating a TRAC Connect chassis from a TRAC-controlled location, the motor carrier must obtain from TRAC Intermodal and provide the gate with a TRAC Intermodal booking number, whether such chassis is bare or mounted.
- If out-gating a bare TRAC Connect chassis from a location that is not TRAC-controlled (e.g., a marine terminal), a motor carrier must provide the gate with an ocean carrier’s booking number, if one applies, or a TRAC Intermodal booking number.
- If out-gating a mounted TRAC Connect chassis from a location that is not TRAC-controlled (e.g., a marine terminal), a motor carrier must provide the gate with a TRAC Intermodal booking number, if the location accepts and processes TRAC Intermodal booking numbers for mounted chassis.
- If a motor carrier takes a TRAC Connect chassis into a location and then attempts to out-gate the same chassis from that location, a new booking number may be required if the chassis is bare.
- All out-gate moves of a TRAC Select Chassis require a TRAC Intermodal booking number obtained through its EZ Book reservations systems.

Unless otherwise provided, above, TRAC Intermodal booking numbers may be obtained by calling customer service or via TRAC Intermodal’s EZ Book reservations system or other website(s) that TRAC Intermodal designates.

### 6.5 DVIR PROCESSES

At COCP, DCCP, GCCP, MCCP, MWCP and SACP locations, as well as all other non-railroad locations, drivers should submit their DVIRs at [www.chassis.com](http://www.chassis.com). At railroad locations, drivers should submit their DVIRs via IANA’s DVIR system at [www.dvir.intermodal.org](http://www.dvir.intermodal.org). Many locations may also permit drivers to submit DVIRs directly at the gate. Whether particular gates will accept DVIRs, as well as the process for submitting them, may vary by location and is generally not within the control of TRAC Intermodal.

## 7 MAINTENANCE AND REPAIR; ROAD SERVICE

### 7.1 MAINTENANCE AND REPAIR POLICY FOR STANDARD MARINE TRAC CONNECT CHASSIS

Section 5 of the Interchange Agreement sets out the maintenance and repair policy (“MRP”) for standard marine TRAC Connect chassis (including, without limitation, TRAC Connect chassis out-gated from the TRAC Pacific Southwest Pool (“TPSP”) or any Private Pool) and TRAC Select Chassis.

The MRP applicable to TRAC Connect chassis out-gated from any Third Party Pool is set out in Section 7.1.1.

***Nothing contained in this Section 7.1 or any of its subsections shall be deemed to relieve motor carriers of the obligation to perform the pre-trip inspection required under their Interchange Agreements and FMCSA regulations. Motor carriers are obligated to have all roadability repairs completed (at TRAC Intermodal's cost) before out-gating a chassis from any location.***

#### 7.1.1 MRP FOR CHASSIS OUT-GATED FROM THIRD PARTY POOLS

The maintenance and repair of chassis on-hired from a Third Party Pool is governed by Section 5 of the Interchange Agreement and the applicable rules of the relevant Third Party Pool. The Third Party Pools may bill motor carriers directly for the costs of repairing damage for which they are responsible.

### 7.2 ROAD SERVICE POLICY

**The road service policy (“RSP”) described in Sections 7.2.1 and 7.2.2 applies only to standard marine TRAC Connect chassis. The RSPs applicable to non-standard TRAC Connect chassis are set forth below:**

- **For TRAC Select Chassis, please refer to Section 7.2.3.**
- **For TRAC Connect chassis out-gated from the TPSP or any Private Pool, please refer to Section 7.2.4.**
- **For TRAC Connect chassis out-gated from a Third Party Pool, please refer to Section 7.2.5.**

Except as noted in Section 7.2.5, motor carriers requiring road service repairs must contact **FYX™** by reporting the incident and requesting service through the following link:

<https://roadservice.fyxfleet.com/a/new-incident>

For assistance with this process, please contact: [help@fyxfleet.com](mailto:help@fyxfleet.com) or 1-855-393-3570.

Motor carriers are encouraged to establish an account with FYX to facilitate the payment of those repairs for which they are responsible under the applicable RSP.

In all cases, the motor carrier shall continue to be responsible for the chassis (including, without limitation, the payment of per diem charges), and the chassis shall not go off-hire, while it is undergoing road service repairs.

In the event of a dispute between TRAC Intermodal and the motor carrier concerning responsibility for chassis maintenance and repair, the relevant gate receipts, information provided by the gate operator and inspection information gathered by TRAC Intermodal shall control.

7.2.1 RSP FOR ROADSIDE REPAIRS OF STANDARD TRAC CONNECT CHASSIS

TRAC Intermodal offers a unique RSP for its standard marine TRAC Connect chassis, pursuant to which TRAC Intermodal pays for roadside repairs\* of the items set forth in the charts below so long as motor carrier is physically present during such repairs.

\*This unique RSP has previously been expanded to include repairs arranged through FYX and made to TRAC Connect chassis located at a BCO/customer yard. TRAC Intermodal reserves its rights, however, to modify the applicability of this RSP to such repairs with respect to any motor carrier that it determines, in its sole judgment, is abusing the RSP.

<p><b>TIRES</b></p> <ul style="list-style-type: none"> <li>• Shared accountability for tire damage; see Tire Accountability Rules, below</li> </ul>	<p><b>BRAKES</b></p> <ul style="list-style-type: none"> <li>• Leaking of Chaffed Air Lines</li> <li>• Leaking Air Tanks, Valves, Air Chambers</li> <li>• Seized Cams and Slack Adjusters (frozen brakes)</li> </ul>
<p><b>LIGHTS &amp; 7-WAY PLUGS</b></p> <ul style="list-style-type: none"> <li>• Inoperative</li> <li>• Burned Out</li> <li>• Loose Connections</li> </ul>	<p><b>MAJOR COMPONENTS</b></p> <ul style="list-style-type: none"> <li>• Bolsters &amp; Rails</li> <li>• Cross Members &amp; ICC Bumpers</li> <li>• Legs &amp; Leg Braces</li> </ul>
<p><b>OTHER</b></p> <ul style="list-style-type: none"> <li>• Burned Out Wheel Ends or Bearings</li> <li>• Twist Locks-Pin Locks</li> <li>• Handles and Safeties</li> </ul>	

TIRE ACCOUNTABILITY RULES		
DESCRIPTION	RESPONSIBLE PARTY (Who Pays)	
	<i>Dispatch Fees</i>	<i>New Tire(s)</i>
<b>1) Bald/Worn Tires</b>		
<ul style="list-style-type: none"> <li>• If occurs more than 1 week after chassis out gate</li> </ul>	TRAC	TRAC
<ul style="list-style-type: none"> <li>• If occurs less than 1 week after chassis out gate</li> </ul>	Motor Carrier	Motor Carrier
<b>2) Damage - Such as Cut/Curbed/Impact, Road Hazard, Run Flat - Run to Destruction, Skid Flat/Dragging</b>		
<ul style="list-style-type: none"> <li>• All tire incidents</li> </ul>	Motor Carrier	Motor Carrier
<b>3) Peeled/Separate Casing</b>		
<ul style="list-style-type: none"> <li>• If driver stops after the tread peels off</li> </ul>	TRAC	TRAC
<b>4) Flat tire</b>		
<ul style="list-style-type: none"> <li>• If due to a bad valve, poor mounting or tire unable to hold air</li> </ul>	TRAC	TRAC
<ul style="list-style-type: none"> <li>• If due to a nail or road hazard, etc.</li> </ul>	Motor Carrier	Motor Carrier

The cost of certain repairs, such as those resulting from theft, unexplained disappearance of parts, impact or collision, negligence of motor carrier or motor carrier's reckless or intentional acts or omissions, shall remain the sole responsibility of the motor carrier.

TRAC Intermodal will not reimburse motor carriers for roadside repairs that are not arranged through FYX.

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#### 7.2.2 RSP FOR NON-ROADSIDE REPAIRS OF STANDARD TRAC CONNECT CHASSIS

Motor carriers requiring chassis-related service while at a motor carrier yard or any other facility not covered by the RSP set out in Section 7.2.1 (each a “Non-Roadside Location”), should also contact FYX. FYX will invoice motor carriers directly for the cost of all repairs performed at a Non-Roadside Location (“Non-Roadside Repairs”). No repairs will be performed until motor carrier has approved all charges (where motor carrier has an account with FYX) or has made payment arrangements for the charges (where motor carrier does not have an account with FYX). Following receipt of the FYX invoice, motor carriers may rebill TRAC Intermodal for the labor and parts associated with the Non-Roadside Repair of wear and tear items. TRAC Intermodal will not reimburse motor carriers for any service or dispatch fees, mileage, tolls or any other ancillary charges appearing on the FYX invoice (collectively, “Service Charges”).

To be eligible hereunder for reimbursement of the cost to repair any wear and tear item at a Non-Roadside Location, a motor carrier must send an invoice billable to TRAC Intermodal for the cost of the labor and parts associated with such repair, along with a copy of the FYX invoice, to [roadserviceinvoicing@tracintermodal.com](mailto:roadserviceinvoicing@tracintermodal.com) within 15 days of its receipt of the FYX invoice.

Only those Non-Roadside Repairs of wear and tear items arranged through FYX are eligible for reimbursement under this Section 7.2.2.

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#### 7.2.3 RSP FOR TRAC SELECT CHASSIS

Motor carriers operating a TRAC Select Chassis that requires service after being out-gated from a Start/Stop Location (whether at roadside or at any Non-Roadside Location) should also contact FYX. FYX will invoice TRAC Intermodal directly for the cost of repairing all wear and tear items and will invoice motor carriers directly for the cost of repairing all damage. In all cases involving a repair of a wear and tear item, FYX will bill all Service Charges directly to TRAC Intermodal. If no wear and tear items are repaired, the Service Charges will be billed to the motor carrier.

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#### 7.2.4 RSP FOR CHASSIS OUT-GATED FROM TPSP OR ANY PRIVATE POOL

The RSP described under Sections 7.2.1 and 7.2.2 does not apply to chassis on-hired from the TPSP or any Private Pool. Motor carriers in possession or control of a TPSP or Private Pool chassis in need of road service repairs should, however, contact FYX. FYX will invoice motor carriers directly for the cost of all repairs performed. No repairs will be performed until motor carrier has approved all charges (where motor carrier has an account with FYX) or has made payment arrangements for the charges (where motor carrier does not have an account with FYX). Following receipt of the FYX invoice, motor carriers may rebill TRAC Intermodal for the labor and parts associated with the repair of wear and tear items. TRAC Intermodal will not reimburse motor carriers for Service Charges.

To be eligible hereunder for reimbursement of the cost to repair any wear and tear item on a TPSP or Private Pool chassis, the motor carrier must send an invoice billable to TRAC Intermodal for the cost of the labor and parts associated with such repair, along with a copy of the FYX invoice, to [roadserviceinvoicing@tracintermodal.com](mailto:roadserviceinvoicing@tracintermodal.com) within 15 days of its receipt of the FYX invoice.

As a reminder, TPSP is a contributing member of the Pool of Pools in the LA/Long Beach area (the “PoP”). Under PoP rules, motor carriers must follow the RSP of the chassis provider of the applicable ocean liner. To confirm whether the above RSP is applicable, motor carrier should review the PoP’s Chassis Provider/Ocean Liner matrix in the FAQs at [www.pop-lalb.com](http://www.pop-lalb.com).

### 7.2.5 RSP FOR CHASSIS OUT-GATED FROM THIRD PARTY POOLS

Motor carriers in possession or control of a chassis in need of road service repairs that has been out-gated from a Third Party Pool, **must** contact the relevant Third Party Pool for further instructions at the applicable number set forth below:

Third Party Pool	Locations	Telephone Numbers
DCCP	Denver Salt Lake City	(720) 771-6932
MCCP	Memphis Nashville Huntsville	(901) 346-3316
MWCP	Kansas City St. Louis	(314) 605-1891 (314) 420-5294
SACP	Atlanta Charleston Savannah	(770) 745-8799 (843) 881-8513 (912) 963-1176
WCCP	Los Angeles Oakland	(888) 898-5893

The vendor will bill the relevant Third Party Pool directly for all wear and tear items and will bill motor carrier directly for all damage items, as per the rules of such Third Party Pool.

### 7.3 REPLACEMENT VALUE OF CHASSIS

For the purposes of this section, the term “Casualty” shall have the meaning given to it in the Interchange Agreement.

For each TRAC Connect chassis owned by TRAC Intermodal that suffers a Casualty (a “Casualty Chassis”) while in motor carrier’s possession or control, motor carrier shall pay TRAC Intermodal an amount equal to the Replacement Value (determined in accordance with the below), less 4% (four percent) per annum from the date of manufacture, remanufacture or refurbishment (as the case may be) of the Casualty Chassis (the “Depreciated Replacement Value”); *provided, however*, that in no event will the Depreciated Replacement Value be less than 52% of the Replacement Value of the Casualty Chassis. With respect to a 40’ Genset TRAC Select Chassis, the terms “Casualty” and “Casualty Chassis” may also refer to the genset unit itself in the event it, and not the entire chassis, has been lost or damaged. In such an event, motor carrier’s obligation would be to pay TRAC Intermodal the Depreciated Replacement Value of the genset, calculated in accordance with the foregoing but using the difference between the Attribute Value listed below for a Genset Chassis and the Base Value.

The Replacement Value of a Casualty Chassis shall be equal to the Base Value *plus* the sum of the Attribute Value of each Attribute applicable to such Casualty Chassis, all as set forth below:

<b>Base Value</b>	<b>\$19,690.00</b>
<b>Attributes</b>	<b>Attribute Value</b>
Genset Chassis	\$14,900.00
GPS	\$600.00
Lightweight Chassis	\$3,800.00
TRAC Titan Chassis	\$900.00
Triaxle Chassis	\$5,000.00
Extendable Chassis	\$3,000.00
Flushback Chassis	\$(1,500.00)
Radial Tires	\$270.00/tire
Slider Chassis	\$1,000.00

For any TRAC Connect chassis suffering a Casualty that is not owned by TRAC Intermodal, the Depreciated Replacement Value shall be the replacement cost of such chassis, as invoiced to TRAC Intermodal by or on behalf of the owner thereof.

In the event a motor carrier keeps a TRAC Connect chassis out-gated for more than ninety (90) consecutive days, TRAC Intermodal may notify such motor carrier that the chassis must be returned. In the event the motor carrier fails to return such chassis within thirty (30) days of any such notice, TRAC Intermodal reserves the right to declare such chassis a Casualty and to bill motor carrier for the Depreciated Replacement Value thereof in accordance with this section.

The Depreciated Replacement Value provisions described above are to be used solely to resolve isolated incidents of damage or loss, and nothing contained herein or in the Interchange Agreement or the Website shall be deemed to give the motor carrier a general purchase option on the TRAC Connect chassis. Title to the TRAC Connect Chassis shall at all times remain with its owner, unless specifically waived in writing by such owner.



## 8 BILLING AND COLLECTIONS

### 8.1 INVOICING

TRAC Intermodal will send all invoice notifications to the motor carrier at the bill-to address on record, the email addresses on record or via other electronic means (e.g. web, EDI). The frequency of invoices for motor carrier's interchange and use of TRAC Connect chassis shall be determined by TRAC Intermodal and is subject to change. TRAC Intermodal will provide motor carrier with sufficient operational detail (e.g. chassis ID, dates) to support invoiced amounts. TRAC Intermodal will send invoice notifications for maintenance and repair billing as damage estimates are prepared. Except for any portion properly disputed under Section 8.2, motor carrier must pay all invoices in full within thirty (30) days of the invoice date.

### 8.2 DISPUTES

To dispute an invoice, motor carrier must submit a dispute within thirty (30) days of the invoice date via the [TRAC Intermodal Bill Management Portal](#) or the [Intermodal Data Hub Dispute Portal](#). If motor carrier fails to submit its dispute via either portal within such 30-day period, then TRAC Intermodal will not review the disputed invoice. TRAC Intermodal will review all reasonably disputed invoices for which it receives proper and timely notice, and will reimburse motor carrier for any disputed charges that, in TRAC Intermodal's reasonable judgment, are not for motor carrier's account.

### 8.3 INVALID PAYMENT INFORMATION

In the event of a returned check or failure of an electronic payment (whether one-time or scheduled) authorized by the motor carrier (e.g. credit card, ACH, etc.), a fee shall be assessed against the motor carrier.

## 9 MISCELLANEOUS

### 9.1 GPS TRACKING DEVICES

**TRAC Intermodal reserves the right to install GPS vehicle tracking devices in any or all of its chassis. These devices allow TRAC Intermodal to monitor the location, speed, direction and other information about its chassis. TRAC Intermodal deems the GPS data from these devices to be reliable and may use the data to make certain management decisions regarding the use of its chassis.**

### 9.2 ANTI-BRIBERY AND ANTI-CORRUPTION

Motor carrier shall comply with all applicable Anti-Bribery Laws. Neither the motor carrier nor any of its employees, directors, officers or agents shall (a) offer, promise, provide, or authorize the provision of any money, property or other thing of value, directly or indirectly, to any person, entity or foreign official to influence official action; secure an improper advantage, contract, business opportunity, sale or purchase of a product, or other benefit; or (b) otherwise violate any Anti-Bribery Law. Neither motor carrier nor any of its employees, directors, officers or agents shall engage in any dealings or transactions with or for the benefit of any Sanctioned Party, nor otherwise violate Sanctions. By on-hiring a chassis hereunder, Motor carrier certifies that neither it nor any of its employees, officers, directors, agents or affiliates (a) has been convicted of, pleaded guilty to, or charged with any

offense involving corruption or with any violation of any Anti-Bribery Law or Sanction in any jurisdiction or country; (b) is or has been a Sanctioned Party at any time in the last five years; or (c) is party to any actual or threatened legal proceedings or outstanding enforcement action relating to any breach or suspected breach of any applicable Anti-Bribery Laws or Sanctions.

## APPENDIX A – DEFINITION OF TERMS

ACH – automatic clearing house

Anti-Bribery Laws – collectively, all laws, rules, regulations and orders of any government or political subdivision thereof, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act, and other applicable anti-bribery and anti-corruption laws or regulations

CCPP – the CMA-CGM PRIVATE POOL, in effect from August 7, 2020 through and including February 28, 2021

DOT – Department of Transportation

DVIR – driver vehicle inspection report

EDI – electronic data interchange

EIR – equipment interchange receipt (which may be in electronic form)

FMCSA – Federal Motor Carrier Safety Administration

IANA – Intermodal Association of North America

IICL – Institute of International Container Lessors

Interchange Agreement – the form of Interchange Agreement published on the Website from time to time, to be entered into by TRAC Intermodal and a motor carrier

Private Pools – means each of the pools established from time to time by TRAC Intermodal for the exclusive use of one or more specified customers, including the CCPP, the CMA-CGM FMS Private Pool (“CFPP”), the TRAC ZIM Expedited Pool (“TZEP”) and the Southern California TRAC Pool (“SCTP”)

Sanctioned Party – means (1) any person or entity included on one or more of the Sanctioned Party Lists; or (2) any entity majority owned or controlled by, or acting on behalf of, a person or entity on one or more of the Sanctioned Party Lists

Sanctioned Party Lists – means the list of sanctioned entities maintained by the United States (including without limitation the Specially Designated Nationals and Blocked Persons List), the United Nations, the European Union, Her Majesty’s Treasury, and other applicable governmental authorities

Sanctions – means applicable trade, economic and financial sanctions laws, regulations, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by (i) the United States (including without limitation the Department of the Treasury, Office of Foreign Assets Control), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) Her Majesty’s Treasury, or (v) other similar governmental authorities

SCAC – standard carrier alpha code

Start Location – any location designated as such on the Website from time to time

Stop Location – any location designated as such on the Website from time to time

Third Party Pool – any cooperative chassis pool not managed by TRAC Intermodal (including, without limitation, the DCCP, MCCP, MWCP, SACP and WCCP)

TIR – trailer interchange receipt

UIIA – Uniform Intermodal Interchange and Facilities Access Agreement

Website – the TRAC Connect website, [www.tracconnect.com](http://www.tracconnect.com)