DRC TRANSPORTATION STANDARDS

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GENERAL OBJECTIVES & RULES
Section 1

1. Carrier Expectations. Each carrier has an expectation that the consignor shall have a contracted shipment available at the time and place agreed; the consignee shall accept the shipment at the time and place agreed upon; and, that a responsible party shall timely pay for the transportation provided.

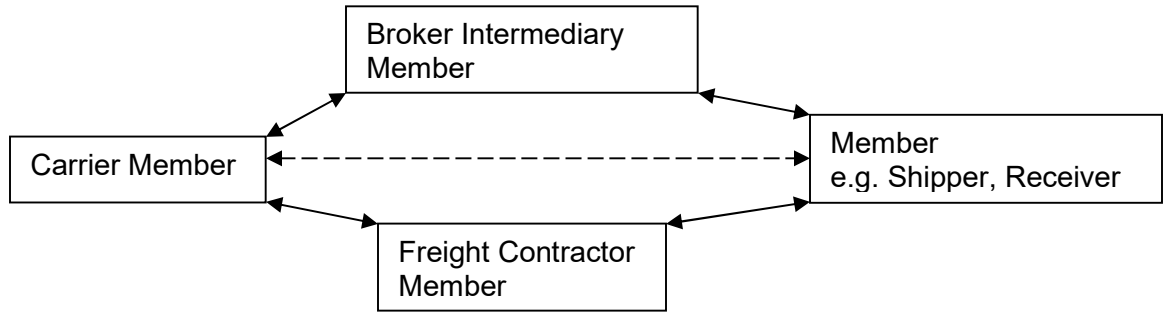
2. Shipper or Receiver Expectations. Each party contracting transportation as the principal on the goods being shipped has an expectation of timely pickup, timely delivery of all goods shipped without damage or delay or, if damaged or delayed, with recompense for all amounts of damage or delay as contracted or, if not contracted, as required by these Transportation Standards.

3. Transportation Intermediary Expectations. Each transportation intermediary has an expectation of timely provision of all transportation services by carriers booked or under contract; accurate shipment manifest descriptions, timely and accurate pickup information from shippers or shippers' designees; and, timely payment for all transportation arranged or purchased and sold.

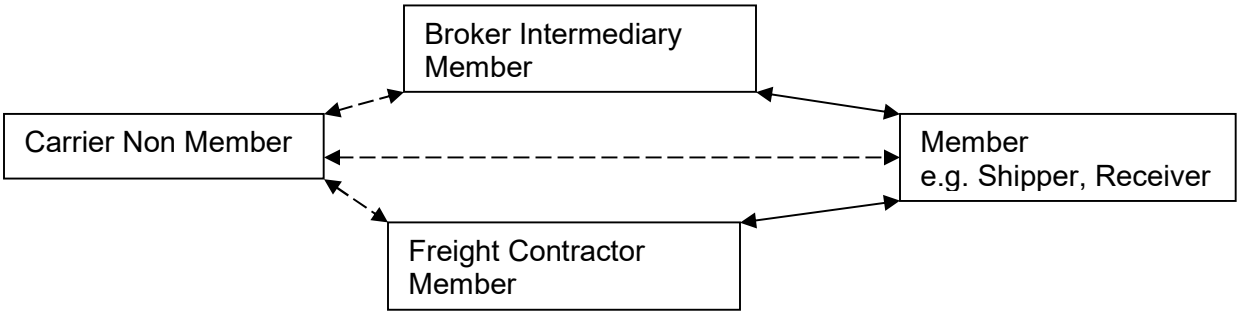
4. Financial Responsibility.
   a. Carriers who are members of the Corporation will:
      i. subrogate their rights to transportation intermediaries who are members of the Corporation in the event of a dispute with another member, where the broker intermediary has provided services on the transaction, unless otherwise agreed in writing between the transportation intermediary and the principals (see diagram on next page);
   b. Transportation intermediaries who are members of the Corporation will:
      i. maintain and deal only with carriers who subrogate their rights to the transportation intermediary, unless otherwise agreed in writing between the transportation intermediary and the principals;
      ii. indemnify the member for the results of any litigation undertaken by a carrier who is not a member, where the intermediary and the member have resolved the subject of that litigation through a binding mediation or arbitration settlement under the Corporation's Mediation and Arbitration Rules;
      iii. agree to act as the principal and be financially responsible for damages in any dispute that arises with another member that falls within the scope of the rules of the Corporation, unless otherwise agreed in writing between the transportation intermediary and the principals; and
      iv. will receive all monies due in turn to carriers as segregated funds in trust for the specific carrier so due such monies.
   c. Members of the Corporation who contract transportation as the principal on the goods being shipped will maintain sufficient financial reserves to timely pay for each shipment transported by another member of the Corporation.

SUBROGATION DIAGRAM
Transportation Disputes
Fruit & Vegetable Dispute Resolution Corporation (DRC)
Default Rules - Unless Otherwise Agreed in Writing

Scenario 1



Scenario 2



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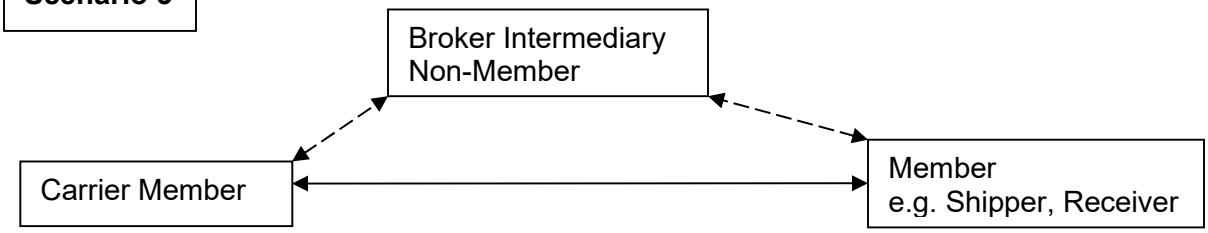

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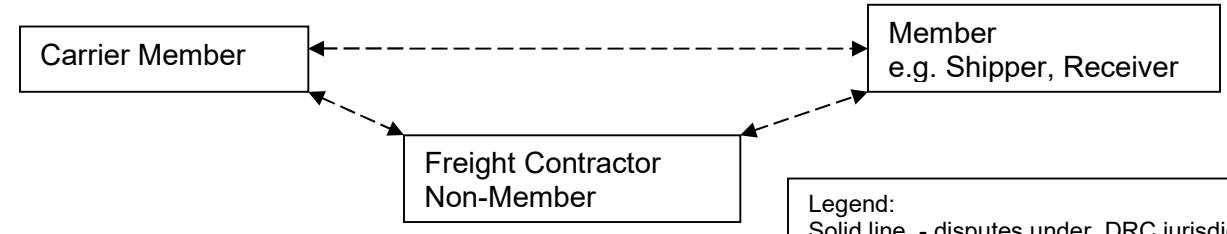

Legend:
Solid line - disputes under DRC jurisdiction
Hatched line - disputes not under DRC jurisdiction

THE CONTRACT OF CARRIAGE
(Including Instructions to the Operator)
Section 2

Our industry requires great flexibility in making arrangements for transportation. Due to the time sensitive nature of the industry, many loads are carried based only on a shipper prepared Bill of Lading. Any contract should clearly and fully state the particulars of the carriage, especially if any terms differ from these DRC Transportation Standards. For parties who do not have a contract, or other shipping document included is **Appendix I**, a pattern for an agreement which will serve most situations.

INTERMEDIARIES
Section 3

Intermediaries who are members of the Corporation agree to act as the principal and be financially responsible for damages in any dispute that arises with another member that falls within the scope of the rules of the Corporation. There are two types of transportation intermediaries, namely Broker intermediary Intermediaries and Freight Contractor Intermediaries.

1. Broker Intermediary

The function of a broker intermediary is to facilitate good faith negotiations between parties which lead to valid and binding contracts. It shall be the duty of the broker intermediary to fully inform the parties concerning all of the terms and conditions of the proposed contract. After all parties agree on the terms and the contract is effected, the broker intermediary shall prepare in writing and deliver promptly to all parties a properly executed confirmation or memorandum of sale setting forth truly and correctly all of the essential details of the agreement between the parties, including any express agreement as to the time when payment is due (**See Appendix II**, sample Confirmation form). The confirmation or memorandum of sale shall also identify the party who engaged the broker intermediary to act in the negotiations. If the confirmation or memorandum of sale does not contain such information, the broker intermediary shall be assumed to have been engaged by the carrier. Unless otherwise agreed and confirmed, the broker intermediary will be entitled to payment of broker intermediary fees from the party by whom it was engaged to act as broker intermediary. The broker intermediary shall retain a copy of such confirmations or memoranda as part of his accounts and records. The broker intermediary who does not prepare these documents, retain copies in his files, and deliver copies of these documents to all parties involved in the transaction is failing to perform his duties as a broker intermediary. If the broker intermediary's records do not support his contentions that a binding contract was made with proper notice to the parties, the broker intermediary may be held liable for any loss or damage resulting from such negligence. The broker intermediary shall take into consideration the time of delivery of the shipment involved in the contract and all other circumstances of the transaction, in selecting the proper method for transmitting the written confirmation or memorandum of sale to the parties.

The users of carrier services must rely upon the broker intermediary to secure a dependable, capable and reliable carrier with equipment suited for the performance of the service.

The broker intermediary arranges the contract of carriage on the terms which normally apply to such an undertaking unless it is notified of special terms and conditions which are to apply. In the latter event, it must make certain the carrier and the operator are aware of the “special” requirements. Temperature settings of the mechanical unit or other methods which may be employed to give proper protection to the produce must be provided to the broker intermediary, and given to the carrier in writing.

The broker intermediary must also secure from the shipper all special requirements which the shipper or its buyer may desire; such as in transit notification to the buyer during the course of the carriage, preferred

arrival time, if any, or any other special demands. The contract of carriage and/or other written instructions given to the operator must include all essential terms which clearly define the responsibilities of all parties to the carriage. The carrier must have agreed to all terms, in advance, and so indicate by signature.

The documents on the load must show whether the charges are "prepaid" or "collect." If the latter, the papers are to indicate to whom the financially responsible party is to pay the charges. It is permissible to specify that a portion or all of the charges are to be remitted to the broker intermediary with any remaining balance to be paid to the carrier. The amount of the charges finally payable may be the "net" due after advances to the operator are deducted.

The broker intermediary must inform all parties about payment arrangements including cash advances. It is essential that the shipper advise the broker intermediary of any cash advances it has made in order that the billing for charges will take the amount of the advance into account.

Some carriers do their own billing. Under special individual arrangements between carrier and broker intermediary, the financially responsible party may be instructed to remit the charges, in full, to the broker intermediary. Such instructions do not affect the normal responsibilities of the broker intermediary or carrier on such carriages. They do make it imperative, however, that the receiver's receipt for the load, as given to the operator, clearly states any exception to satisfactory delivery. (See Section 9, Arrival at Destination, Article 4. Receipt for Delivery").

2. Freight Contractor

Unlike a broker intermediary who arranges transportation with the gross amount of the freight disclosed to his principals (e.g. carrier, shipper and/or receiver), other intermediaries choose to act as buyers and re-sellers of transportation. These intermediaries locate outside transportation for one price, and sell it at a higher price. A broker intermediary commission is not charged, but rather revenues to this type of operation are generated through the undisclosed mark-up on the purchased transportation. These types of operations are generally known in the produce industry as "freight contractors".

A freight contractor is responsible to ensure, when transportation service is properly provided, the carrier is paid regardless of whether the freight contractor is able to collect from the shipper or receiver. A freight contractor is also responsible to the shipper/receiver for payment of any proper claims related to transportation even if the claim cannot be collected from the carrier.

Thus, a freight contractor is a "principal" on two separate contractual understandings, one relating to the purchase of transportation and the other relating to the sale of transportation.

CARRIER
Section 4

1. Carrier Definition. Carriers include motor carriers, rail carriers, marine carriers and air carriers. A carrier is an entity that provides the for hire transportation by a conveyance including at least the following entities:
   a. An entity that owns or leases all equipment and employs operators and helpers for the provision of for hire transportation;
   b. An entity that leases some (as a supplement to owned equipment) or all of the equipment or operators or helpers for the provision of for hire transportation, but only so long as the entity is:
      i. directly and solely responsible to the party contracting transportation as the principal on the goods being shipped; and
      ii. directly and solely responsible to any entity entitled to cargo damage or delay claim payments if different from the party contracting transportation as the principal on the goods being shipped; and

iii. directly and solely responsible to any entity entitled to claim and recover for personal and property damage.

c. To qualify for membership each carrier shall:
   i. maintain insurance of the kind and in the amount required by law within the jurisdictions (e.g. country, state, province) where the carrier conducts operations; and
   ii. maintain safety qualifications meeting the requirements of the jurisdictions (e.g. country, state, province) within which the carrier conducts operations; and
   iii. subrogate their rights to transportation intermediaries who are members of the Corporation in the event of a dispute with another member, where the intermediary has provided services on the transaction, unless otherwise agreed in writing between the transportation intermediary and the principals;

2. Carrier Qualifications. When a carrier provides the transportation, there is a presumption the carrier will pick up and deliver the shipment at the time and in the condition contracted for by the seller and buyer of the product, except for extraordinary events called events of force majeure. In order to meet this standard, carriers must provide and meet, as the directly responsible parties:

a. at least certain minimal standards that include qualification as a carrier to conduct for hire carrier transportation where service is offered and provided in and through Canada, Mexico and the United States; and
b. the provision of safe and adequate equipment; and
c. the utilization of adequately trained and qualified operators; and
d. the maintenance of operations that meet the Corporation's Transportation Standards; and
e. financial fitness assuring cargo claims will be paid; and,
f. a communications system that allows a reasonable access by parties moving shipments using the carrier's transportation service.

3. Force Majeure. Force majeure shall include acts of God, the public enemy, the authority of law, riots and strikes and when those events occur the carrier will not be liable for loss, damage or delay attributable to them; otherwise, the carrier will be responsible except to the extent a shipper's or owner's negligence is at fault.

4. Registrations and Licensing. Each carrier must maintain all registration, licensing, and other legal compliances wherever the carrier offers and provides transportation services. Any damage, delay or loss by reason of a failure of compliance will not be an act of the authority of law.

5. Equipment Suitability. All equipment provided will meet all the safety and other requirements of the country, state and provincial jurisdictions where the carrier offers and provides the equipment. Any damage, delay or loss by reason of a failure to meet those requirements will not be an act of the authority of law. The equipment into which the shipment is loaded must have the capacity and ability to transport products in the manner ordered. If temperature control is required, the temperature control for the products shipped must be maintainable without failure for any excuse. If there is a mechanical breakdown, the carrier must arrange for alternative protection. Temperature control equipment is required only to maintain temperature and is not required to bring a shipment into temperature compliance, i.e., a shipment loaded hot at origin is the fault of the consignor as the carrier's equipment is solely transportation equipment maintaining the shipment as nearly in the same condition during transit as is reasonable for perishable commodities moving in a reasonable or scheduled transit time. In the event the temperatures are strictly the shipper's own, "shipper's temperature declaration" should be properly noted on the receipt at the time the operator signs the bill of lading for the product. It is important that the statement "shipper's temperature declaration" appear on the original bill of lading and all copies thereof.

6. Operator Qualifications. All operators utilized will be fully qualified to operate equipment in accordance with all applicable statutory requirements to provide the service on any shipment accepted by the carrier,

including available hours of service. Any damage, delay or loss by reason of a failure of those qualifications will not be an act of the authority of law nor may the carrier interpose other excuses.

7. Carrier Certification. By accepting and transporting any shipment, the carrier certifies and warrants that he can and will perform the transport of the shipment in compliance with the Corporation's Transportation Standards, unless other transportation standards have been specifically established and agreed to. In cases where such other standards are in force, the carrier warrants and accepts that he can and will perform the transport of the shipment in compliance with the contractually stipulated standards.

8. Communication. Unless otherwise stipulated, the carrier will maintain at least daily telephone communication capability with the transportation intermediary, shipper and receiver. The carrier will be able to verify the shipments location daily.

9. Carrier Warranty. When a carrier agrees to a contract to undertake a carriage the carrier warrants:
   a. The equipment is in sound condition and equal to the specified requirements.
   b. The carrier understands and accepts all the specifications of the contract and the instructions contained therein or otherwise given in writing.
   c. The operator(s) is ready and able to fully and satisfactorily discharge all the duties with respect to the transportation and delivery of the load, including proper operation of the temperature control unit and telephone reports en route, as specified and instructed in writing. The operator has no implied authority to arrange or alter any contract term.
   d. Unless the operator has express authority from the receiver, when merchandise is loaded on a buyer's conveyance at shipping point, the operator does not have authority to "inspect and accept" with respect to the contract terms of purchase and sale.

10. Transit Temperatures. In the absence of any agreement on temperatures, conformance to contract will default to the Corporation's Good Temperature Guidelines (**See Appendix III**).

11. Transit Times. In the absence of any agreement on transit times, conformance to contract will default to the Corporation's Good Transit Time Guidelines (**See Appendix IV**).

SHIPPER
Section 5

1. Shipper Responsibilities. In some cases, as a service to the buyer the shipper will arrange for responsible transportation service. Responsibility for carrier failure with respect to the load will be determined on the basis of the terms of sale agreed between buyer and seller, and not on the basis of which party may have arranged for the transportation. The shipper should make certain it is advised of the receiver's requirements with respect to the carriage as to:
   a. Delivery place.
   b. Anticipated arrival time (if premium rate is to be paid for guaranteed arrival, the shipper must secure receiver's consent to the rate).
   c. Receiver's requirements for in transit reports to be furnished by the operator.
   d. Instructions as to temperature settings.

These requirements should be made known to the intermediary when arrangements for the carriage are being perfected. If an intermediary is not used, the shipper should give all instructions in writing to the carrier. The seller in effect provides an implied warranty that it will use reasonable care and judgment in selecting transportation services and providing shipping instructions to the carrier. In the absence of specific instructions from the receiver concerning the "Protective Service" that the carrier is to provide, the shipper should be governed by its own experienced judgment which becomes binding upon the receiver.

If it is the shipper's practice to provide the carrier with a "Bill of Lading" of its own, its contract terms as to destination, the lading, rate of charges and other essential items must be consistent with the provisions of the intermediary's memorandum and instructions to the carrier. Any conflicts should be settled immediately through the intermediary, and any mutually agreed upon changes should be put in writing.

The shipper's bill may contain specific procedural instructions to the operator which do not alter the basic terms of the contract. These will normally consist of instructions for in transit telephone reports to the receiver. If the shipper's bill of lading stipulates a guaranteed arrival time, this is to be added only when agreed to by the intermediary and the carrier and confirmed in writing. The operator has no authority to change or alter any contract term unilaterally, once the principals have agreed to said terms.

RECEIVER
Section 6

If the shipper makes provisions for the transportation, the receiver should be certain the shipper is fully informed of all the receiver's requirements.

When the receiver makes its own arrangements for the transportation, the receiver should make certain the shipper is advised of the identity of the carrier. Also, the arrangements for loading time should be cleared with the shipper, in advance, to avoid complications at loading point. The receiver who arranges his own transportation will give the carrier all necessary instructions. If in the shipper's judgment these should be modified, it is the shipper's responsibility to contact the receiver and secure approval for changes to the instructions. If the receiver does not agree with the changes the shipper needs to receive a signed release from liability from the receiver or not load the conveyance.

THE LOADING OF THE CONVEYANCE
Section 7

1. Responsibilities of the Carrier and the Operator

The carrier should arrive at the loading place at the agreed upon time so there will be no cause for delay at point(s) of origin. The conveyance should be properly pre-cooled to the temperature specified by the buyer or shipper. The inside of the conveyance should be thoroughly cleaned prior to loading. The conveyance must be in good condition and all temperature protective service equipment and features properly maintained (inner walls, insulation, air delivery chute, front return-air bulkhead, door seals and hinges, and closing devices).

The operator should observe the loading of the conveyance and object to any procedures which they deem improper. In this event, the carrier should come to agreement with the shipper or the receiver. The operator should record in writing the total amount of product loaded (e.g. number of packages, cartons, bins, lugs, etc.). In the event the method of loading and count are strictly the shipper's own, "shipper's load and count" should be properly noted on the receipt at the time the operator signs the bill of lading for the product. It is important that the statement "shipper's load and count" appear on the original bill of lading and all copies thereof.

The carrier is charged with knowledge of the laws and regulations pertaining to carrier operations. Should the carrier specifically consent to an overload, it will be responsible for penalties which may be imposed by authorities who exercise weight control enforcement. Delays resulting therefrom are also chargeable to the carrier.

The operator should make certain the recording instrument for in transit temperatures is properly placed. If a temperature recording instrument has not been, or is not to be installed in the conveyance, the carrier may do so at its expense to protect its own interests. If seals are applied to the conveyance doors, they should

remain intact through tender of delivery to the receiver. However, if it is essential that the carrier break the seals during transit, he must do so only upon the express permission of the party who requested that the seals be applied, except by authority of law. The seal numbers must be properly noted in the papers covering the carriage. If load locks have been attached, this fact should also be specifically noted. In the event seals are broken by authority of law, the operator will note the following information on the bill of lading:

a. identity of the authority; and
b. new seal numbers; and
c. reason the seal was broken

The operator should make certain that all documents related to the carriage are complete and in good order. The operator should be certain he fully understands the responsibilities as outlined in these documents.

2. Responsibilities of Shipper

Loading should be accomplished without unnecessary or avoidable delay. Arrival time at destination is directly related to the time of completion of loading and departure of the conveyance. The shipper should inspect the conveyance before loading to ensure that it is clean, that it is in sound enough condition to maintain desired product temperatures during transit, and that it possesses the necessary features for product temperature maintenance (such as intact air delivery chute, front bulkhead in-stalled, side door seal tight and no wall, door or door seal damage). Precautions should be taken to provide maximum protection to the load to avoid in transit shifting and bruising damage. Products should be loaded in such patterns as to ensure proper air circulation through and around the load for satisfactory product temperature maintenance during transit.

The load should not exceed the weight-load specified when arrangements for the conveyance were made. On loads to be stopped for partial unloading, each receiver's lot should be so placed as to make possible the identification and selection of its share of the load.

The shipper should ensure that the product has been properly pre-cooled to, and loaded at, the desired transit temperature. In the event the operator cannot confirm the pulp temperatures then it should be so noted on the bill of lading. In the event the temperatures are strictly the shipper's own, "shipper's temperature declaration" should be properly noted on the receipt at the time the operator signs the bill of lading for the product. It is important that the statement "shipper's temperature declaration" appear on the original bill of lading and all copies thereof.

If the carrier is to arrive at loading point pre-cooled or preheated, the shipper must give the intermediary or carrier specific notice of this essential when arranging for the conveyance. When a temperature recording instrument is used, the shipper should make certain this instrument is properly placed in the load and the number of the instrument clearly noted in the papers covering the carriage. (See Section 12 – Temperature Recording Devices)

The Corporation recommends shippers complete a Shipper's Report (See example in **Appendix V**), to make inspection and temperature facts immediately available at destination and to aid to prompt settlement of any differences which may arise.

3. Multiple Pickups

Multiple pickups, some at widely separated pickup points, are frequently desired. Upon arranging for needed carrier service, it is imperative that the intermediary or carrier be fully informed of such requirements in advance. The Contract of Carriage must detail such requirements. A charge for each multiple pickup, as such, should be agreed upon at the time arrangements for carrier service is made, and such charge should be clearly stated in the Contract of Carriage.

Each shipper should be alerted to the requirement to expeditiously put his share of the load into the conveyance in order that there will be no undue delay in the final departure of the loaded conveyance. Anticipated arrival time at destination must be computed from the time of completion of the final loading. As the operator may have used up allowable transit time during the pickup operation, this fact must be given due account.

So far as practicable, each receiver's lot should be marked for identification by each participating shipper. Consideration of the need for more than one pickup, with re-opening of the conveyance at each point, assumes importance in any claim matter related not only to the temperatures maintained from the time of the initial pickup, but also to the possibility of delay. The carrier may properly insist upon installation of an in transit temperature recording instrument at the first pickup point.

THE CARRIAGE
Section 8

1. Responsibilities of Operator During Transportation

Operators must fulfill instructions for phone reports to the receiver, as specified, in regard to both day and hour. Only the essential stops should be made for refueling and normal servicing and as required by current laws and regulations related to the operators working and where applicable hours of operation. All instructions such as those pertaining to temperature settings or icing must be fully respected throughout the entire period of the carriage.

On some loads, operators take pulp temperature readings in transit when deemed feasible and as part of their normal procedures. Such activity must be conducted without disturbing the contracted protective service. In these cases, temperature readings should be properly recorded on the operators' documents with the date and time of such readings. Delays, carrier breakdown or temperature unit going out of service must be recorded and reported by the operator. Any delays in transit should be promptly reported to the receiver, shipper or intermediary, according to original notice terms set forth in the contract of carriage with the reason for the delay. If the delay is caused solely by route condition or adverse weather, proper notation of this fact as to time, place and any change of routing should be made.

When the carrier has stopped for partial unloading, it is the responsibility of the operator to make certain the partial delivery is properly made and the remaining portion of the load is in good order for the continuation of the carriage and continued safe transport of the load.

2. Diversion & Re-consignment

If the carrier is diverted or re-consigned to a point other than the original destination, any revision of the charges must be fully agreed upon by the parties to the contract of haul at the time the instructions for the diversion or re-consignment are given and accepted.

ARRIVAL AT DESTINATION
Section 9

1. Tender of Delivery

The contract of carriage is independent from the contract between the buyer and the seller of the merchandise on the carrier. The contract of carriage is completed when the carrier is available for unloading at destination point.

"Tender of delivery" is said to have occurred when the carrier arrives at the receiver's location at a reasonable or instructed hour to be unloaded and, when necessary, the carrier gives the receiver notice of the arrival. When the receiver is advised of arrival and instructs the operator to hold the load at a place commonly used for carriers whose unloading may be temporarily delayed, tender has taken place. The buyer's timely complaints to the shipper and the computation of allowable unloading time are related to when "tender of delivery" has occurred.

2. Receiver's Right of Inspection

Upon tender of delivery, the receiver has a right of inspection of the load. This right cannot properly be denied nor abridged by the carrier. Inspection is not conditional upon the prior payment of the freight charges.

Should the receiver or carrier deem it advisable to secure an official inspection of the load, the cost of inspection is to be borne by whoever orders inspection. The inspector should be asked to note the pulp temperatures of the commodity inspected.

3. Receiver's Responsibilities – Unloading (See also "8. Partial Unloads" & "9. Pool Loads")

The normal transportation contract does not provide for the unloading of the truck. Lacking a specific agreement, it is the receiver's responsibility to unload the conveyance. Unloading services are negotiable and the parties to the transportation contract can make alternative arrangements. The most common arrangement is with contractors commonly referred to as "lumpers". A lumper is an entity that provides the physical loading and unloading of shipments at origin and destination with the use of people and equipment. The loading is from the facility of the consignor into the carrier equipment transporting the shipment from consignor's premises and the unloading is from the carrier's equipment into the receiving facility for a shipment at destination. Usually, a lumper is an independent contractor from the consignor or consignee or carrier.

a. Lumper Use.

The standard transportation contract with a carrier does not include the use of a lumper and does not contemplate the cost of the lumper service. In situations where these services are required, but have not been contracted in advance, the party requiring the service will be liable for payment of the service.

b. Third Party Providers.

Third party providers include parties that do not ship and do not transport the merchandise. Examples would include freight bill payment businesses, pallet providers, testing services. If a carrier is to be involved with any such service that involvement and the cost of that involvement is a matter of specific agreement as the service is not included in the transportation rate.

c. Lumper Requirement.

The use of a lumper or a third party provider may be subject to certain laws. In the United States, for example, the Federal law (Motor Carrier Act of 1980) makes it illegal to force an operator to hire unwanted unloading assistance. If the receiver requires additional labor to help unload the truck, the receiver must bear the cost of the additional service.

d. Market Charges.
The charges imposed for entry into a general market facility are chargeable to the receiver unless the carrier has previously agreed to include such charges in their quoted rate.

e. Product Temperatures.
The receiver should measure product temperatures at the time of delivery and during unloading. In addition, the receiver should inspect the load prior to and during unloading to determine the extent and tightness of load contact with the sidewalls and rear doors. Also, the conveyance should be inspected for any condition factors that might influence the capacity to maintain desired product temperatures during transit. If conditions warrant, the receiver should arrange and have conducted an inspection of product quality and condition at the time of delivery (preferably while the product is still on the conveyance and during unloading).

f. Unloading.
Unloading should proceed with dispatch. The truck is not to be used as a warehouse except by consent of the carrier and then only upon payment of warehousing charges as agreed to. Under the terms of the Corporation's Trading Standards, the buyer's responsibility to the seller requires that the buyer accept the produce within a reasonable time (8 hours after tender of delivery for trucks. See reasonable time definition for other conveyances – Section 17 of the aforementioned standards) or within such period give seller due notice of rejection or claim. In the relationship with the carrier there is an equal demand for timely action in unloading and payment of the carriage charges.

g. Warehousing Fees.
The carriage is to be deemed completed upon tender of the load to the receiver upon arrival. If the completion of the unloading is delayed for more than the reasonable time defined following tender of delivery due to reasons which are not the responsibility of the carrier, the carrier is deemed to be providing a warehouse service for which it is to be paid. The initial reasonable time period allows for time to secure inspection while the load remains undisturbed. Fairness demands even more prompt unloading where subsequent deliveries are to be made. In certain restricted circumstances unloading may be slightly delayed beyond the reasonable time period, but the carrier must agree to this delay. The parties should agree on appropriate warehousing charges which are to apply beyond the reasonable time period. In the absence of an agreement, the fees will default to the Corporation's warehousing charges guidelines (See **Appendix VI**).

4. Receipt for Delivery

No receipt should be signed with the expectation of later repudiating its apparent meaning or effect. To note any and all exceptions before affixing one's signature, or having it signed on one's behalf, is the responsible and expected approach.

At the time of unloading, if the receiver's representative is not qualified to inspect for "condition," the designation "For Quantity Only" or similar designation should be clearly noted on the receipt.
The fact of a signature "For Quantity Only," or the providing of a restricted receipt, does not serve as a notice of claim. Rather, a notice of claim must be independently spelled out in its own terms and made to the proper parties within a reasonable time.

The possibility exists when merchandise is received and unloaded that there may be concealed damage which cannot be determined through a reasonable inspection during the unloading process. If there is such concealed damage, the receiver is to discover it within a reasonable time, immediately notify the carrier, and intermediary if any, and obtain inspection in accordance with the Corporation's Inspection Policies and Procedures.

What represents “reasonable time” is dependent upon the facts in each case including the commodity involved, any delay in unloading, the nature of the claimed damage, etc.; but such “reasonable time” should be based on the Corporations Trading Standards (8 hours after tender of delivery for trucks. See reasonable time definition for other conveyances – Section 19 of the aforementioned standards).

5. Payment of Charges
(See item 3 - Receiver’s Responsibilities – f. Unloading; Item 8 - Partial Unloads; Item 9. Pool Loads and Section 10 - Claims, Item 4 - Carrier at Fault)

The contracting party is responsible for prompt payment of the carriage charges in full to the carrier or the intermediary as specified in the contract of carriage unless they have reasonable cause (see Item 4 of the General Rules of Conduct under the Corporation’s Trading Standards).

The documents pertaining to the carriage should detail clearly the manner in which the charges are to be paid. On “collect” loads where a portion, or all, of the charges are to be paid to the intermediary, it is sound practice for the intermediary to independently notify the receiver through FAX or other prompt means of the dollar amounts to be paid and to whom.

If the receiver is to deliver a check to the operator, that check should be made payable to the carrier unless other specific instructions are issued. If payment is to be mailed, per instructions in the documents, the operator should be given a receipt for delivery signed by the receiver (see Item 4 above - Receipt for Delivery”).

It is unreasonable for the carrier to demand payment of charges by Certified Check or other guaranteed financial instruments unless special arrangements have been made in advance.

The carrier's portion of any freight charges paid to the intermediary is held by the intermediary in trust and is to be paid promptly to the carrier.

6. Carrier’s Obligation To Deliver
(See Item 5, - Payment of Charges)
Carriers cannot refuse to make delivery. The merchandise on the conveyance is the property of either the shipper or the receiver unless they agree to transfer title of the goods.

7. Selling Damaged Load to Best Advantage
If “It Cannot Be Immediately Determined” who is appropriately responsible for the claim, the receiver may sell “distressed” merchandise upon giving notice to either the shipper or the carrier, or both, of its intention to “sell for account of whom it may concern.” He then proceeds to discharge his obligation to minimize the loss on distressed or problem loads as required under the Corporations’ Trading Standards.

8. Partial Unloads (Multiple Drop-offs)
In produce trade terms, shipments requiring delivery at more than one stop are “split” or “pool” loads. Such shipments are pooled to afford each party the opportunity to gain the most economical transportation rate.

The shipper usually instructs the delivery stops when ordering the conveyance. The added charge for the additional stops should be stated in the contract of carriage. Each buyer should proceed promptly to unload its share of the load and only its share. Receipt which is given the operator at each stop should include note of arrival time, the time unloading is completed and when the conveyance is released for continuation of the carriage.

Each delivery should be accomplished within the shortest practicable time and the load continued on its scheduled run without undue delay. Arbitrary demands that one buyer's special purposes be served may be

completely out of order as they produce problems and upsets in the timely and anticipated deliveries to the remaining participants. Each participant and the carrier should make certain that the remaining lots on the conveyance are so loaded and protected that they should arrive in good order for later deliveries. All possible steps should be taken to preserve the effects of the protective service.

Obviously a delay by one of the buyers can create a claim based on delay at subsequent deliveries. The carrier is not to be held liable for such claims. However, a buyer who causes delay may be liable in such circumstances.

9. Pool Loads — Payment of Freight

On pool loads billed to a produce broker or dealer the amount of carrier's charge for each "drop" should be agreed upon prior to the carriage. These operations normally pay the carriage charges. Some produce brokers and dealers withhold payment until each participant has paid them the charges. Such payment is included in the receiver's payment for the merchandise. Unless the carrier has agreed to such an arrangement, payment of the freight charges should be made within the payment terms agreed in the contract haul

CLAIMS
Section 10

1. General Considerations
   a. Timely Filing of Claim

   Time Within Which A Claim Must Be Filed Against A Carrier of Exempt Commodities. With the exception of concealed damage, it is essential that claim notice be given the carrier immediately at the time of unloading. Further, all essential notations concerning the then known nature of the claim should be placed on the receipt of delivery given the operator. In the absence of other specific contract provisions, the detailed PROOF OF CLAIM should be presented to the intermediary or the carrier within no more than thirty days.

   b. Responsibility of Transportation Intermediaries.

   All intermediaries (broker intermediaries and contractors) who are members of the Corporation have accepted financial responsibility for payment of freight and claims as outlined in the Corporation's Trading Standards and Transportation Standards. Members of the Corporation may or may not be protected in situations where they deal with intermediaries who are not members of the Corporation.
      i. Carriers and other members will have standing in any dispute with each other where they have dealt through a broker intermediary who is not a member, on the condition that the broker intermediary has acted as a broker intermediary in the transaction and not taken title to the freight.
      ii. Carriers and other members will not have standing in any dispute with each other under the Corporation's rules where they have dealt through a contractor who is not a member.

2. Loss and Damage Claims

Any party who would make a "Loss and Damage" claim must promptly establish the responsibility of the party from whom it would collect. It is important to provide, independent and unbiased evidence to support the claim (See Corporation's Trading Standards and Inspection Policies and Procedures).

3. Carrier not at Fault

If it is clear that responsibility for the loss damage is not related to the contract of carriage, the carriage charges should be paid in full. The carrier should not be compelled to await payment of its freight charges pending the outcome of any dispute between the buyer and seller. The carrier has fulfilled its responsibility and deserves to be paid the full amount of its charges.

In some situations, the receiver will be authorized by the shipper to handle the merchandise for the account of the shipper so that the transaction is converted to a consignment. The basis of the relationship between shipper and receiver does not concern the carrier. In this event, all of the costs, including payment of the freight cost, are chargeable to the shipper. The freight charges should be paid by the receiver-commission merchant, and any deficit on the sale of the merchandise should be collected from the shipper.

If the receiver advises the carrier that it is rejecting the load and no substitute delivery instruction is provided, the carrier should ask the shipper for such instruction and also make new arrangements for payment of all subsequent charges. A rejection by a buyer to the shipper does not relieve the buyer of his obligation to pay the carrier charges up to initial delivery.

4. Carrier at Fault

Where it is evident that the fault is with the carrier, the most practical and fair procedure is to seek an immediate understanding concerning payment of a claim in the proven amount. When the measure of damages may not be determined precisely until the merchandise is sold, arrangements should be made between carrier and receiver concerning the time and method of selling the produce and when payment of any balance of freight charges is to be made to the carrier. Should the parties fail to reach an agreement the dispute can be submitted to the Corporation for resolution under its rules.

INSURANCE
Section 11

The cost of any special insurance coverage ordered by the shipper or receiver should be borne by the party ordering the coverage.

TEMPERATURE RECORDING DEVICES
Section 12

The Corporation requires the use of temperature recording devices where such devices are permanently installed components of refrigeration units on the conveyances used to transport the merchandise. Information recorded by such devices will be carefully preserved by the carrier, and will be promptly shared with any and all parties who have a financial interest in any dispute arising from a particular transaction. Failure to preserve, present or share this information by the carrier, or by any other responsible party will create a negative inference in the application of the Corporation's rules.

In addition to the above stated requirement, the Corporation recommends the use of portable temperature recording devices in all shipments. Moreover, each financially responsible party to any transaction is deemed by the Corporation to have the right to require, at its expense, the installation of a portable temperature recording device. On shipments where portable temperature recording devices have been installed responsibilities will be as follows:

1. Shipper
   a. Completely document the temperature chart. Show: date, shipper, authorized signature or initials of loader, contents of vehicle, consignee, car number or conveyance license/identification number, instrument number, chart number and time loaded.
   b. Completely document the notice of shipment form. In addition to information listed above, identify the carrier, or intermediary, as well as the operator.
   c. Note the instrument's number on the bill of lading.
   d. Forward copies of the notice of shipment form to consignee and the recorder supplier promptly.

2. Receiver
   a. Remove recorder from the load as soon as possible upon arrival of the shipment.

b. Immediately remove or download temperature record and inspect for unusual temperatures.
c. If the temperature record shows improper in-transit temperature, call for an immediate inspection.
d. Advise your shipper of the situation.
e. File the temperature record in a safe place, preferably with the shipment file.
f. If no recorder is found note such occurrence on the bill of lading; if no such notation is made it will be assumed the receiver has possession of the recorder.

3. Carrier
   a. If a recorder is noted on the bill of lading at shipping point, verify the position.
   b. If the operator signs the bill of lading where the recorder is noted on the bill of lading he will be deemed to have received it and be responsible for its delivery.
   c. Consistent with the other references in these standards to "shipper's load and count", the carrier may be held accountable for a missing recorder when this term is marked on the original copy of the bill of lading only if the seal has been broken.

INTERPRETATION
Section 13

In these transportation standards and in all other By-laws of the Corporation hereafter passed, unless the context requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations. The headings used are inserted for reference purposes only and are not intended to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

APPENDIX I

CONTRACT OF CARRIAGE

	Name	Address	City/State	Phone
Shipper____	_____	_____	_____	_____
Receiver ___	_____	_____	_____	_____
Delivery Address				
Trucker _____	_____	_____	_____	_____
Truck Broker _____	_____	_____	_____	_____

Rig Identification Tractor _____ Trailer _____
Temperature Recorder(s) Location(s)_____ Instrument Nbr(s)_____ Chart Nbr(s) __

Date of Shipment From _____
Desired Time of Arrival _____

Nbr. of Packages	Description	Weight	Rate	Total	Product temp. at loading

---

SIGNED (SHIPPER)
BY _____

Driver's Receipt: Received the load described in contract in apparent good order.
Driver's signature _____ Date:_____ Time _____AM PM
All signatures indicate acceptance of terms contained on both sides of this contact of Haul
Drivers Instructions: Set and maintain thermostat at degrees
Other protective service instructions _____
_____

En route reporting instructions
Phone: (Name) _____ (Number) ( ) _____ Time/Location _____
Penalty for failure to report is $_____ for each failure. If the truck is delayed by breakdown, severely adverse conditions or other abnormal cause, the Receiver is to be given a prompt report of the problems.
Charges to be paid By: ___Shipper ___Receiver ___Receiver Broker
Payment by Receiver at time of unloading: Amount of check to Driver (payable to trucker) $_____
Amount of check to Truck Broker _____ $ _____

(On pool loads billed to a Broker who sold the produce, the Trucker should be advised if he is to be paid by the individual Receivers or by the Broker)

Delivery Receipt: Received the load described in this contract in good order except as here noted::
_____

Receiver's signature _____ Date Time AM PM

CONTRACT OF CARRIAGE

Cargo Insurance in force and premium paid to (date) _____

Insurance Company _____

Policy Nbr. _____

This instrument constitutes a contract between Shipper acting on his own behalf (or as agent for his Receiver) and Carrier for the haul of "exempt" produce as herein described and instructed, and at the specified charge. Receive is to pay the charges unless otherwise specified. The hauling service provided by Carrier will fulfill all of the requirements herein specified and such others as may be consistently and properly conveyed to the driver, in writing, before the departure of the truck from Shipping point. Carrier agrees to keep load under movement over direct line of haul subject only to essential stops for fuel, normal servicing of equipment and for observance of related regulations. Carrier agrees to arrive at destination with the normal period recognized as standard arrival from the same shipping district unless delayed for reasons beyond his control.

CUSTOMS AND RULES
THESE ARE ESSENTIAL PROVISIONS OF THIS CONTRACT FOR CARRYING PRODUCE

CARRIER – Warrants that his equipment is in apparent sound condition and fully adequate to the requirements for the haul of this load, that the operator(s) is fully informed concerning his responsibilities and will fulfill all of these including the protection and care of this load, and that he will make all in transit reports as instructed. Operator will make a record of all delays including reason, time, place and duration. Carrier promises to respect Receiver's right of inspection of the produce before unloading, and/or payment of charges. Also, as noted on the face hereof, Carrier warrants that he carries Cargo Insurance which is paid and in force throughout the period of this haul.

RECEIVER – The receiver may be the principal party to this contract as under the terms of his produce purchase, the in transit responsibility may be his. In this case the Shipper is deemed to be the agent of the Receiver in making this contract and the rights and responsibilities extend to the Receiver.

The contract or haul is completed upon legal tender of the load to the Receiver at the designated destination place. Unloading is to be accomplished within the 8 hour period granted for acceptance of the produce under the Standards and Rules of the Fruit & Vegetable Dispute Resolution Corporation. The conveyance may be used for warehousing the load beyond this time only with consent of the carrier and only upon payment of an agreed upon rental fee.

The carrier will also be deemed to be used as a warehouse if unloading is delayed into the warehouse period, while Shipper and Receiver seek agreement on any differences concerning the produce. Receiver will pay the warehousing charge and settle final responsibility with the Shipper.

SHIPPER – Warrants that this contract contains all essential provisions for the haul and that the operator is properly instructed on all of his essential duties.

Shipper will promptly load the conveyance with produce in suitable condition and release the load to provide ample time to meet the Receiver's expectations of arrival time.

CLAIMS

NOTATION – The receiver's receipt for the load given the operator at time of unloading must contain notation specifying the nature of claimed damage chargeable to the Carrier. Fully supported claim for such damage should be presented to the Carrier within 30 days following the date of the delivery receipt.

SHIPPER – To make possible affective and immediate settlement of most claims, Shipper should provide information specified in Shipper's Report with copies to the operator, and also mailed to Receiver and Intermediary. No responsibility attaches to the Shipper for Carrier performance by reason of his having arranged for the haul.

FORCE MAJEURE. Force majeure shall include acts of God, the public enemy, the authority of law, riots and strikes and when those events occur the carrier will not be liable for loss, damage or delay attributable to them; otherwise, the carrier will be responsible except to the extent a shipper's or owner's negligence is at fault.

APPENDIX II

BROKER INTERMEDIARY LOAD CONFIRMATION

Broker:
Address, phone & fax for all companies

Order receiver: _____
Date confirmed: _____

Brokerage to be paid by:
Shipper ___
Receiver: ___
Carrier: ___
Other: ___

Carrier :
Address and phone #

Agreed rate to carrier: ____
Order #: _____

Freight to be paid by:
Shipper___ Receiver____
Other _____

Buyer:
Address & Phone #

THIS IS A REFRIGERATED LOAD. PULP PRODUCT BEFORE SIGNING BILLS AND MAINTAIN TEMPERATURE AT XX DEGREES. IF PULP TEMPERATURES VARY MORE THAN XX DEGREES REPORT IMMIEDATELY. (Note: Pulp temperatures taken by the operator should be noted on the Bill of Lading and attested to by the shipper).

Pickup(s): *Address and phone #*
Pickup order # _____

Special Instructions: MUST CALL FOR LOADING APPOINTMENT

Quantity	**Commodity**	**Description**
		_____
		_____

Receiver(s): *Address and phone #*

As applicable: Delivery appointment confirmation #_____

Special Instructions: Deliver (date/time). If unable to meet appointment operator must call within 24 hours in advance of the scheduled delivery (date/time) for alternate instructions. _____

This is confirmation of a contract. Failure to object in writing to the terms and conditions as set forth in this document within 8 business hours after receipt, will be construed as acceptance of the terms and conditions. The parties further agree that any disputes that may arise from this transaction which cannot be resolved fairly and amicably between the parties will be referred to the Fruit & Vegetable Dispute Resolution Corporation (DRC) for Arbitration under its rules, and handled in accordance with the DRC's Guidelines, Customs, Standards and Rules for the Transportation of Perishable Commodities.

APPENDIX III

GOOD TEMPERATURE GUIDELINES

Compatibility Chart for Fruits & Vegetables in Short-Term Transport of Storage

Jim Thompson – University of California Davis

Table 1: Compatible produce for long-distance transport. Produce in the same temperature column can be safely mixed. Ethylene-sensitive vegetables should not be mixed with ethylene-producing fruits and vegetables. Dry vegetables can be mixed with other fruits and vegetables on trips lasting less than about 1 week.

Produce	Recommended Storage Temperatures						
	0-2 C (32-36 F)			4-7 C(40-45 F)	7-10 C(45-50 F)	13-18 C (55-65 F)	
Dry vegetables	dry onion 1,3,9 garlic					ginger5 pumpkin squash, winter	
Ethylene-Sensitive vegetables	arugula* asparagus Belgian/ endive bok choy broccoflower broccoli* br sprouts cabbage1 carrot 1,3 cauliflower celery1,3,9 chard	chicory Chinese/ cabbage collards* cut vegetables. endive escarole green onion7 herbs (not basil) kailon* kale*	leek8 lettuce mint mushroom*7 mustard green* parsley parsnip snow peas* spinach* sweet peas* turnip greens watercress	beans, snap etc*10 cactus leaves fava bean lima bean potato, late crop1 southern peas*	basil* chayote cucumber* eggplant*5 kiwano long bean okara pepper (chili) squash, summer* tomatillo watermelon	potato, early crop* tomato, mature green	
Vegetables (not ethylene sensitive)	alfafa sprts amaranth* anise artichoke bean sprouts* beet celeriac	daikon horseradish jerusalem artichoke kohlrabi lo bok raddichio radish	rhubarb7 rutabaga salsify scorzonera shallot sweet corn swiss chard turnip waterchestnut		calabaza haricot vert pepper, bell*10 winged bean luffa* **	cassava jicama sweet potato (boniato) taro (malanga) yam tomato, ripe* **	
Fruits and Melons (very low ethylene producing)	arbados cherry blackberry blueberry caimito cashew apple cherry coconut currant date dewberry elderberry gooseberry grape6,7,8	logan loquat lychee orange FL4 persimmon raspberry* strawberry*		blood orange4 cactus pear (tunal) jujube kumquat mandarin4 olive orange, CA, AZ4 pepino pomegranate tamarind tangerine4	babaco tamarillo calamondin* tangelo carambola ugli fruit casaba melon cranberry grapefuit4 Juan Canary melon lemon4 lime4 limequat pineapple2,10 pummelo4	bitter melon breadfruit canistel grapefruit, CA, AZ4 jaboticaba*	
Ethylene-producing fruits and melons	apple1,3,9 apricot avocado, ripe cantaloupe cut fruits fig 1,7,8 kiwifrui nectarine	peach pear, Asian pear, European1,9 plum plumcot prune quince		durian feijoa guava honeydew melon persian melon	avocado, unriope crenshaw melon custard apple passion fruit (granadilla) sugar apple	atemoya banana cherimoya jackfruit mamey mango mangosteen *	papaya plantain rambutan sapodilla sapote soursop

Notes:

* Less than 14-day shelf life at recommended temperature and normal atmosphere condition.

** Produces moderate amounts of ethylene and should be treated as an ethylene-producing fruit.

1. Odors from apples and pears are absorbed by cabbage, carrots, celery, figs, onions and potatoes.
2. Avocado odor is absorbed by pineapple.
3. Celery absorbs odor from onion, apple, and carrot.
4. Citrus absorbs odor from strongly scented fruits and vegetables.
5. Ginger odor is absorbed by eggplant
6. Sulfur dioxide released from pads used with table grapes will damage other produce.
7. Green onion odor is absorbed by fig, grape, mushroom, rhubarb and corn.

8. Leek odor is absorbed by fig and grape.
9. Onion odor is absorbed by apple, celery, pear, and citrus.
10. Pepper odor is absorbed by beans, pineapple, and avocado

APPENDIX IV

GOOD TRANSIT TIME GUIDELINES

Based on one operator traveling 500 miles per day, as recommended by the Transportation Intermediaries Association.

FROM	TO	DISTANCE (MILES)	DAYS
MIAMI	ATLANTA	665	1.3
	CHICAGO	1385	2.8
	DALLAS	1320	2.6
	LOS ANGELES	2750	5.5
	MONTREAL	1700	3.4
	NEW YORK	1330	2.6
	TORONTO	1500	3
	VANCOUVER	3500	7
McALLEN	ATLANTA	1175	2.4
	CHICAGO	1500	3
	DALLAS	520	1
	LOS ANGELES	1600	3.2
	MONTREAL	2300	4.6
	NEW YORK	2000	4
	TORONTO	2000	4
	VANCOUVER	2850	5.7
LOS ANGELES	ATLANTA	2200	4.4
	CHICAGO	2020	4
	DALLAS	1450	2.9
	MONTREAL	2850	5.7
	NEW YORK	2800	5.6
	TORONTO	2550	5.1
	VANCOUVER	1300	2.6
SEATTLE	ATLANTA	2700	5.4
	CHICAGO	2100	4.2
	DALLAS	2200	4.4
	LOS ANGELES	1150	2.3
	MONTREAL	2950	5.9
	NEW YORK	2900	5.8
	TORONTO	2600	5.2
	VANCOUVER	150	0.3

APPENDIX V

SHIPPER'S REPORT
To be used with the Contract of Carriage
For Over the Road Transportation

Date_____

	Name	Address	City/State	Phone
Shipper				
Receiver				
Trucker				
Broker Intermediary				

Equipment ID	Tractor	Trailer	Container
	_____	_____	_____
Temperature Recorder(s)	Location(s)	Instrument Number(s)	Chart Number(s)
	_____	_____	_____

Date of Shipment	From
_____	_____

Desired Time of Arrival	_____
Time & Date Truck was Ordered	_____
Time & Date Truck Arrived for Loading	_____
Time and Date Loading Completed and Truck Released for Departure	_____

Was a State or Federal State Inspection made?	Yes	No	Date & Time
	_____	____	_____

What were findings as to grade or condition?	
Percentage of Decay	_____
Produce Pulp Temperatures	_____

Inspection Location	Truck _____	Other; specify _____

(Wherever possible operator should participate and confirm temperatures recorded)	
If shipment pre-cooled, to what temperature?	_____
Time & date pre-cooling completed	_____
By whom pre-cooling performed?	_____
Product temperatures at time of loading	_____
How many packages checked?	_____
Location of checked packages in trailer or container	_____

Was a recording device installed?	Yes	No	If yes, How many?	
	_____	____	_____	
If Installed, specify location(s)	Instrument #(s)		Chart #(s)	Time Started (am/pm)
	_____		_____	_____
Written Instructions to Operator				
Temperature Setting Control Unit	_____			
Other	_____			
Shipper Signature				
_____ Print Name & Title	_____ Signature			

I was present and hereby confirm product temperatures as stated to be accurate and true	
Operator – Print Name	Signature
_____	_____

APPENDIX VI

WAREHOUSING CHARGES GUIDELINES

Based on one driver, one trailer or one container

Amount Per Day (24 Hours) – May be pro-rated	Type of Conveyance	Temperature Controlled
$400.00	Trailer, Container	Yes
$300.00	Trailer, Container	No