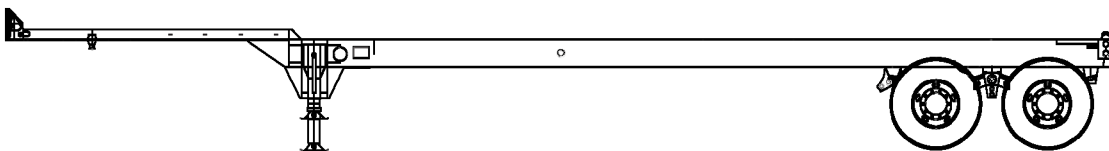
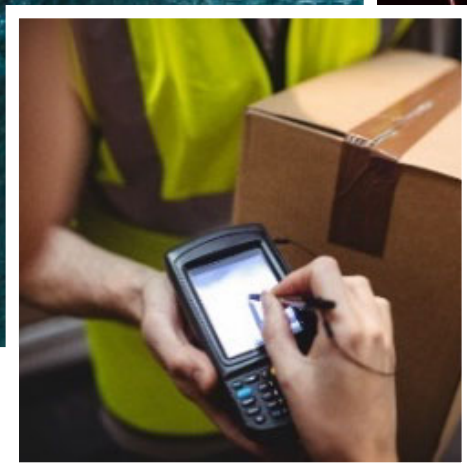
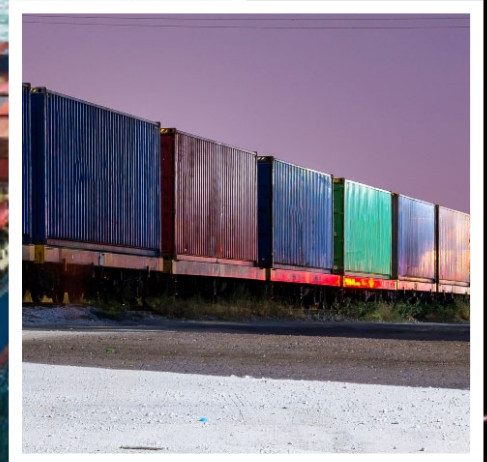


# South Atlantic Consolidated Chassis Pool Tariff



Version 1.0

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# TABLE OF CONTENTS

	Page
1 SOUTH ATLANTIC CONSOLIDATED CHASSIS POOL TARIFF .....	4
1.1 APPLICABILITY .....	4
1.2 REVISION HISTORY .....	4
1.3 DEFINITIONS.....	4
2 AUTHORIZATION TO USE POOL CHASSIS .....	5
2.1 MOTOR CARRIER REGISTRATION .....	5
2.2 CHASSIS USAGE BILLING REGISTRATION .....	5
2.3 CREDIT .....	5
2.4 GENERAL REQUIREMENTS.....	6
3 RATES, FEES, AND CHARGES.....	6
3.1 BASE RATES .....	6
3.2 VOLUME INCENTIVE PROGRAM .....	6
3.3 CALCULATION OF VOLUME .....	7
3.4 CHANGES TO RATES, FEES, AND CHARGES.....	7
3.5 COMPUTATION OF USE PERIOD.....	7
3.6 UNAUTHORIZED USE.....	7
3.7 DATA PROCESSING FEES .....	8
3.8 PARKING AND TRAFFIC VIOLATIONS ARISING OUT OF USE OF CHASSIS .....	8
3.9 TOLL CHARGES .....	8
3.10 IMPOUND OR STORAGE CHARGES .....	8
3.11 INVALID PAYMENT INFORMATION .....	8
3.12 TAXES .....	9
3.13 LEGAL FEES AND COSTS OF COLLECTION.....	9
4 FACILITY AND OPERATIONAL LOGISTICS.....	9
4.1 RETURN OF CHASSIS .....	9
4.2 REPORTING OF SCAC .....	9
4.3 PRE-TRIP INSPECTION .....	9
4.4 CHASSIS BOOKING NUMBERS.....	9
4.5 DVIR/DVER PROCESSES .....	9
5 MAINTENANCE AND REPAIR; ROAD SERVICE.....	10
5.1 OPERATIONAL DAMAGE .....	10
5.2 OVER THE ROAD MAINTENANCE AND REPAIR .....	10
5.3 LOST, STOLEN, OR DESTROYED EQUIPMENT.....	10
6 BILLING AND COLLECTIONS.....	10

6.1	INVOICING.....	10
6.2	DISPUTES.....	11
7	INCIDENT REPORTING .....	11

# 1 SOUTH ATLANTIC CONSOLIDATED CHASSIS POOL TARIFF

## 1.1 APPLICABILITY

This tariff for the South Atlantic Consolidated Chassis Pool (the “SACP Tariff”) is issued by South Atlantic Consolidated Chassis Pool LLC (“SACP LLC”) pursuant to enabling authorities in the South Atlantic Multiport Chassis Pool Agreement (FMC Agreement No. 201391), Consolidated Chassis Management Pool Agreement (FMC Agreement No. 011962), and the Ocean Carrier Equipment Management Association Agreement (FMC Agreement No. 011284), and contains the rates, charges, and rules applicable to the rental and provisioning of intermodal chassis in the chassis pool owned and operated by SACP LLC and managed by Consolidated Chassis Management LLC (“CCM” or “Pool Manager”) in the South Atlantic region (the “Pool” or the “SACP 3.0”). The SACP Tariff applies exclusively to the SACP 3.0 and not to any other pool owned or operated by any affiliate of SACP LLC or CCM.

## 1.2 REVISION HISTORY

Revisions to the SACP Tariff will be noted in the document’s change control table below.

Date	Version No.	List of Changes
10/1/2023	1.0	Initial publication.

## 1.3 DEFINITIONS

When used in this SACP Tariff, the following terms shall have the meanings set forth below:

“**Chassis**” shall mean chassis contributed by CCM to the SACP 3.0 and made available for interchange to motor carriers pursuant to applicable Pool Documents.

“**Claim Occurrence**” shall mean any incident involving a Pool Chassis that results in personal injury, property damage or loss, or environmental damage, or any other incident which may result in a claim with respect to Chassis use, ownership, or possession

“**Common Facility**” shall mean a Pool Location designated as such on the CCM Website.

“**CCM Website**” shall mean <https://www.ccmpool.com> (as may be amended from time to time).

“**Equipment Interchange Report (EIR)**” shall mean the report completed during the ingate and outgate process that collects pertinent information including, container number, chassis number, trucking company and time of in gate/out gate. It may also include inspection information on the condition of the chassis.

“**Master Chassis Interchange Agreement**” shall mean the form of interchange agreement published on the CCM Website from time to time, to be entered into between CCM and a motor carrier.

“**Over the Road Repair**” is defined as the repair of chassis in a location other than a Common or Non-Common Facility.

“**Pool Usage Agreements**” shall mean the then current version of the SACP 3.0 Master Chassis Interchange Agreement and the SACP 3.0 Master Chassis Use Billing Agreement.

**“Pollution Causing Incidents”** are defined as accidents, incidents, or events involving a Chassis which results in the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including any oil refuse or oil mixed wastes) or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.

**“Pool Location”** shall mean locations designated as such on the CCM Website.

**“Usage Day”** shall mean each day of usage of a Chassis assigned to a User.

**“User”** shall mean the entity responsible for payment of chassis usage charges pursuant to a Pool Usage Agreement and the procedures for assignment of Usage Days to a User pursuant to the terms hereof; i.e., the motor carrier in instances in which usage is assigned to it pursuant to a SACP 3.0 Master Chassis Interchange Agreement or an ocean carrier, BCO/Shipper, or other third party when usage is assigned to such entity pursuant to a SACP 3.0 Master Chassis User Billing Agreement.

## **2 AUTHORIZATION TO USE POOL CHASSIS**

### **2.1 MOTOR CARRIER REGISTRATION**

In order to be authorized for the interchange of Chassis from the SACP 3.0, a motor carrier must register via the CCM Customer Portal (<https://ccmpool.com/3.0register>) including, without limitation, acceptance of all additional terms and conditions set forth therein. Once a motor carrier submits its registration via the CCM Customer Portal, CCM will review the registration to confirm motor carrier’s credit status and compliance with other applicable requirements. Upon acceptance of the registration, CCM will notify motor carrier and make available for execution by motor carrier and CCM a Master Chassis Interchange Agreement.

The motor carrier shall not be authorized to interchange Chassis from the SACP 3.0, and shall not pick up or use any Chassis from the SACP 3.0, until such time as both motor carrier and CCM have executed the Master Chassis Interchange Agreement. CCM reserves the right, in its discretion, to cancel or suspend a motor carrier’s account at any time. Upon cancellation or suspension of an account, the motor carrier may not pick up any additional SACP Chassis and must return all 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. CCM may assess an unauthorized use charge for any Chassis picked up by the motor carrier after any such cancellation or suspension or otherwise, without proper authorization.

### **2.2 CHASSIS USAGE BILLING REGISTRATION**

CCM may, from time to time, enter into a Master Chassis Usage Billing Agreement for the assignment of usage of Chassis to parties (for example, ocean carriers or shippers/BCOs) other than the motor carrier to whom the chassis is interchanged. To register for usage assignment, entities should contact [SACP3.0info@ccmpool.com](mailto:SACP3.0info@ccmpool.com). CCM will review the registration to confirm the entity’s credit status and compliance with other applicable requirements. Upon acceptance of the registration, CCM will notify the entity and make available for execution by the entity and CCM a Master Chassis Usage Billing Agreement.

### **2.3 CREDIT**

Prior to authorizing an entity to interchange Chassis or to be allocated chassis usage, as applicable, an applicant shall submit CCM’s designated credit application, as may be amended by CCM from time to time. Based on its review of the application and other available information, CCM may, in its discretion, require that a User post a bond or irrevocable standby letter of credit, furnish a security deposit, and/or make pre-payments, each in an amount to be determined by CCM. CCM will hold security deposits in a non-interest bearing account for an initial period of one year, which period may be extended with the applicant’s consent should the applicant indicate it will continue to utilize the SACP 3.0. So long as there are no amounts owing to CCM by the applicant, upon termination of its use of SACP 3.0, the entity may request the return of its security deposit in writing at any time, in which event CCM

will return it to applicant, within ten (10) business days of a request, without interest. An applicant may request CCM to re-evaluate its credit-worthiness no more than once per year.

## 2.4 GENERAL REQUIREMENTS

In order to become and remain an approved SACP User, entities must:

- Complete CCM’s credit review process and satisfy any applicable requirements as a result thereof.
- Obtain and maintain insurance as required under the applicable Pool Usage Document with CCM.

In addition, in order to be authorized to interchange chassis from the SACP 3.0, motor carriers must, without limitation:

- Have and maintain a valid Standard Carrier Alpha Code (SCAC), DOT and MC number.
- Not have an FMCSA Safety Rating of Unsatisfactory.
- Be signatory and in good standing to the Uniform Intermodal Interchange & Facilities Access Agreement (“UIIA”)(including, satisfaction of all insurance requirements thereof). Notwithstanding the foregoing and for the avoidance of doubt, except as explicitly provided for under the applicable Pool Usage Document and/or the SACP Tariff, the terms and conditions of the UIIA shall not apply to usage of Chassis and such usage shall be governed exclusively by the applicable Pool Usage Document and the SACP Tariff.

## 3 RATES, FEES, AND CHARGES

### 3.1 BASE RATES

The below Base Rate Schedule is based on the volume of usage of Chassis for which a particular User is the entity responsible for payment. The daily rate applicable to usage of Chassis by the User adjusts to the listed rate as the specified volume of Usage Days is achieved.\* The measurement period for determination of volume for the purposes of rates restarts annually each October 1<sup>st</sup>.

<i>Base Rates (2023)*</i>		
<b>TIER 1</b>	<i>0 - 100,000 Usage Days</i>	<b>\$22.00</b>
<b>TIER 2</b>	<i>100,001 – 150,000 Usage Days</i>	<b>\$18.00</b>
<b>TIER 3</b>	<i>150,001 – 200,000 Usage Days</i>	<b>\$16.00</b>
<b>TIER 4</b>	<i>200,001 – 500,000 Usage Days</i>	<b>\$14.00</b>
<b>TIER 5</b>	<i>500,001 and above</i>	<b>\$12.00</b>

\* - Usage for the specific chassis on use to a User when the specified volume is achieved will be billed at the rate under which such use commenced through the end of the applicable billing cycle.

### 3.2 VOLUME INCENTIVE PROGRAM

In addition to the Base Rate Schedule, Users will also have the ability to access further discounted rates based on an advance usage commitment to the Pool made pursuant to an Additional Discount Addendum to its agreement with CCM. Once the Additional Discount Addendum has been executed by both User and CCM, subject to the requirements thereof, User’s usage of Chassis for tiers 2-5 will be subject to an additional discount of \$2.00 per Usage Day For further information regarding the Volume Incentive Program, contact SACP3.0info@ccmpool.com. Failure to achieve the applicable volume or percentage commitments pursuant to User’s Additional Discount Addendum will result in an additional charge of \$5.00 per Usage Day for all usage under the committed volume.



### 3.3 CALCULATION OF VOLUME

Usage Day volumes shall be calculated based on the number of Usage Days paid for by a User pursuant to the terms hereof. Volumes of Usage Days of affiliated entities registered with CCM under different names may be consolidated for these purposes only to the extent they are wholly owned parent and subsidiary or 100% commonly owned. To the extent entities elect to do so, they agree to be held jointly and severally liable under all provisions hereof and for all other provisions of applicable Pool Usage Document with respect to all liabilities, costs, claims, requirements, and other obligations set forth therein.

### 3.4 CHANGES TO RATES, FEES, AND CHARGES

Base rates and applicable rates under the Volume Incentive Program are subject to change, as well as temporary adjustments or surcharges for the recovery of unexpected costs, in CCM's sole determination. Rate changes shall be made via modification of relevant rate(s) and publication to the CCM Website.

Rate modifications shall take effect on the date specified therein, which date shall in no event be before the later of five (5) days after the date of such publication or the commencement of the next applicable billing cycle.

### 3.5 COMPUTATION OF USE PERIOD

Usage Days shall be calculated as follows (subject to the limitation that an individual User will not be assessed an on-terminal and off-terminal Usage Day for its use of the same Chassis within a single day).

- A. **Calculation of On-Terminal Usage Days.** On-Terminal usage commences when a) a User's container is placed on a chassis at a Pool Location; or b) the Chassis ingates with a container at a Pool Location. On-Terminal usage ceases when a) a Chassis with a container outgates from a Pool Location; or b) the Chassis is made bare and the facility is a Common Facility or is designated in the CCMshipments.com return location portal as open to receive bare chassis.
- B. **Calculation of Off-Terminal Usage Days.** Off-terminal Usage Days commence when a Chassis is outgated from a Pool Location and cease when a) the Chassis ingates with container to a Pool Location; or b) ingates bare to a Pool Location designated in the CCMshipments.com return location portal as open to receive bare chassis. All Off-Terminal Usage Days will default to the motor carrier User to whom the chassis is interchanged; provided, that such default assignment may be shifted to a User that has entered into a Master Chassis Use Billing Agreement based on designations made by such User during the registration process, shipment data provided through the CCMshipments.com shipment management portal (subject to requirements for submission of such data posted in the portal), and/or through such other means as may be specified by CCM.
- C. **Return of Chassis to Unauthorized Locations.** In instances when Chassis are returned to locations other than those specified above, Usage at such location will be assigned to the motor carrier to whom the Chassis was interchanged until returned to a Pool Location as per the above.

### 3.6 UNAUTHORIZED USE

Unauthorized use of Chassis is prohibited and will be subject to a daily penalty of \$100.00 (which may include penalties to any motor carrier in possession of a Chassis without authorization an "Unauthorized Party"). Unauthorized use may include, without limitation: a) use of Chassis by a motor carrier that has not executed a Master Chassis Interchange Agreement with CCM or whose right to interchange Chassis from the Pool has been suspended or terminated by CCM; b) the interchange, sublet or provision of any Chassis to another entity by a User without the prior consent of CCM; or c) attempts by a User to claim usage of a Chassis with respect to shipments for which the User is not the motor carrier performing the transportation of the container, the User has not contracted with the motor carrier to perform the transportation of a container containing the User's cargo, the User has not contracted with a motor carrier or customer for the movement of a container owned or leased by the User, or the User has not issued a bill of lading for the subject shipment. CCM reserves the right, either itself or through a third

party auditor, to audit a User's records and underlying documentation of arrangements relating to shipments associated with use of a Chassis assigned to a User hereunder to confirm User's compliance with the foregoing.

All Unauthorized Parties shall be deemed to have agreed to indemnify CCM, SACP LLC, lessors of equipment to CCM, and their respective insurers, affiliates, employees, agents, officers, directors, representatives, successors and assigns (the "Indemnified Parties") for claims, liabilities, and other types of costs to the full extent provided for under the terms of the Pool Usage Agreements as well as any legal or other costs expended to audit or enforce compliance as provided for herein, recover the Chassis, secure payments of amounts owed with respect to such unauthorized use, or in prosecuting or defending any claim or lawsuit arising out of such unauthorized use.

### **3.7 DATA PROCESSING FEES**

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 CCM is not the SCAC that CCM has on record for the motor carrier, CCM reserves the right to charge the motor carrier a data processing fee of \$20.00 per 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.

Users submitting data for the purpose of usage assignment which is incorrect, incomplete, or which does not otherwise conform with CCM's published requirements for such data may be assessed a per incident fee in an amount to be determined by CCM, in its discretion, based on additional time and expense incurred by CCM to review and resolve such data quality issues.

### **3.8 PARKING AND TRAFFIC VIOLATIONS ARISING OUT OF USE OF CHASSIS**

In certain instances, parking or automated traffic citations (including red light violations or automated speeding tickets) may be issued to the owner of a Chassis because, for example, a traffic camera captures the Chassis' license plates rather than the tractor's license plates or because the issuing authority issues a parking citation to the registered owner of the Chassis. Where such citations relate to activity that occurred during use of a Chassis by a User and the citation and required documentation is received by CCM, the costs of the citation will be billed to the motor carrier to whom the Chassis was interchanged along with an administrative charge of the greater of 2.5% or \$10.

### **3.9 TOLL CHARGES**

CCM will employ a service to handle all toll charges where the chassis license plate is used to determine that a Chassis was being used and a toll went unpaid via transponder, cash, or other means. Toll charges, fees charged to CCM by the service, and an additional administrative charge of the greater of 2.5% or \$10 will be assessed to the motor carrier to whom the Chassis was interchanged.

### **3.10 IMPOUND OR STORAGE CHARGES**

The motor carrier shall be responsible for payment of any fees for the impound or storage of Chassis incurred while the Chassis is interchanged to motor carrier. Motor carrier must notify CCM immediately when a Chassis has been impounded by completing a Chassis Pool Incident Form (CPIR)(available at the CCM Website) and submitting it along with any additional information to SACPRISK@CCMPOOL.COM.

### **3.11 INVALID PAYMENT INFORMATION**

In the event of a returned check or failure of an electronic payment (whether one-time or scheduled) authorized by a User (e.g. credit card, ACH, etc.), User shall be assessed a fee of \$50.00.



### **3.12 TAXES**

All charges set forth herein are exclusive of any applicable taxes as provided for in the Pool Usage Agreements or otherwise.

### **3.13 LEGAL FEES AND COSTS OF COLLECTION**

Without limitation as to any other applicable remedies provided for herein or otherwise, Users will be liable for all legal fees and all other costs of collection in the event of non-payment of any fee or cost assessed to User hereunder.

## **4 FACILITY AND OPERATIONAL LOGISTICS**

### **4.1 RETURN OF CHASSIS**

CCM may, in its discretion, offer incentives to return Chassis to specified locations. These will be posted on the CCM Website.

In instances where CCM must retrieve a Chassis because the Chassis was 1) returned bare to any location other than Pool Location designated in the CCMshipments.com return location portal as open to receive bare chassis; or 2) returned to a non-Pool Location or other location outside of the SACP, a \$500 minimum fee will apply in addition to any transportation or other costs incurred by CCM in the retrieval of the Chassis.

### **4.2 REPORTING OF SCAC**

Drivers must accurately and clearly report their SCAC to the gate operator and verify that the SCAC supplied is accurately recorded on the EIR and matches the SCAC provided to CCM by motor carrier during registration. To avoid potential errors, CCM encourages drivers to use the following operational guidelines:

- Drivers should use the phonetic alphabet 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.”)
- Chassis may only be interchanged to and operated by the motor carrier operating under the DOT authority and SCAC code(s) identified in motor carrier’s registration with CCM.

### **4.3 PRE-TRIP INSPECTION**

Before accepting delivery of a 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.

### **4.4 CHASSIS BOOKING NUMBERS**

If outgating a CCM bare chassis from a Pool Location other than a facility identified as a tracking location, the motor carrier must obtain from CCM and provide the gate with a CCM booking number. If a motor carrier takes a SACP Chassis into a location and then attempts to outgate the same chassis from that location, a new booking number may be required if the chassis is bare. CCM booking numbers may be obtained at (<https://ccmshipments.com/CCMShipments.htm>).

### **4.5 DVIR/DVER PROCESSES**

As mandated by the Federal Motor Carrier Safety Administration, motor carriers are required to report to CCM any defects discovered prior to or while operating a Chassis via a Driver Vehicle Inspection Report (“DVIR”). DVIRs

must be submitted via [www.chassis.com](http://www.chassis.com) or the Intermodal Association of North America's Bad Order Equipment Status Service.

Motor carriers are required to provide copies of a Driver Vehicle Examination Report ("DVER") received during a roadside inspection of any Chassis to CCM via email to [DVER@ccmpool.com](mailto:DVER@ccmpool.com). A copy of the signed DVER must also be provided to CCM via email to [DVER@ccmpool.com](mailto:DVER@ccmpool.com) once the cited defect has been resolved.

## **5 MAINTENANCE AND REPAIR; ROAD SERVICE**

### **5.1 OPERATIONAL DAMAGE**

Upon motor carrier's return of a SACP Chassis to a Pool Location, CCM will bill the motor carrier for operational damage and/or neglect (determined pursuant to the standards set forth in the CCM Over The Road (OTR) Policy for SACP (available at the CCM Website)), theft, unexplained disappearance of parts, impact or collision, negligence of motor carrier or motor carrier's reckless or intentional acts or omissions while under interchange to motor carrier.

Nothing contained in this Section 5.1 or any of its subsections shall be deemed to relieve motor carriers of the obligation to perform the pre-trip inspection required under the Master Chassis Interchange Agreement and FMCSA regulations.

### **5.2 OVER THE ROAD MAINTENANCE AND REPAIR**

With respect to Chassis requiring road service while under interchange to a motor carrier, the motor carrier shall use only an approved OTR vendor as defined in the CCM Over The Road (OTR) Policy for SACP (available at the CCM Website). Reimbursement of costs to motor carrier and additional requirements applicable to such repairs shall be as set forth the in the OTR policy.

### **5.3 LOST, STOLEN, OR DESTROYED EQUIPMENT**

When a Chassis is lost, confiscated, damaged beyond repair, stolen or destroyed (each a "Casualty") while interchanged to a motor carrier, the motor carrier must promptly provide notice to CCM by completing a CPIR and submitting it along with any additional information to [SACPRISK@CCMPOOL.COM](mailto:SACPRISK@CCMPOOL.COM).

For any Chassis that suffers a Casualty (a "Casualty Chassis") while in a motor carrier's possession or control, the motor carrier shall pay CCM an amount equal to the Depreciated Replacement Value. The Depreciated Replacement Value for Chassis owned by CCM shall be determined by CCM in its reasonable discretion. For any SACP Chassis suffering a Casualty that is not owned by CCM, the Depreciated Replacement Value shall be the replacement cost of such chassis, as invoiced to CCM by or on behalf of the owner or lessor thereof.

In the event a motor carrier keeps a SACP Chassis out-gated for more than ninety (90) consecutive days, CCM 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, CCM 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 shall be deemed to give the motor carrier a general purchase option on the Chassis. Except as may otherwise be agreed by CCM title to the Chassis shall at all times remain with its owner.

## **6 BILLING AND COLLECTIONS**

### **6.1 INVOICING**

Except as may otherwise be agreed by CCM following its consideration of a User's credit status and volume of usage, the following invoicing and payment terms shall apply:

CCM will issue invoices to User for Usage Days relating to the Chassis returned during each seven day period running from Sunday through Saturday (a “Billing Cycle”), upon the occurrence of any event subject to fee, charge, or surcharge hereunder occurring during such Billing Cycle, and when Usage Days for Chassis which have remained under User’s usage reach forty-five (45) days (and for each seven days thereafter until returned).

Following each Billing Cycle, CCM shall issue an invoice to User. User agrees that billing shall be by posting bills and billing information to CCMshipments.com billing portal with notification of invoices to be sent to User via the email address provided by User during registration or via other electronic means (e.g. web, EDI). User agrees that, unless otherwise agreed by CCM, it will not receive a physical invoice. User shall make all payments via ACH, wire transfer, or credit card within fifteen (15) days of the invoice date; provided, CCM may assess a credit card processing fee equal to the amount of any costs incurred by CCM to process such payments. Amounts outstanding after fifteen (15) days will be considered delinquent and shall be subject to interest charges at a rate of 1.5% if late between 1-30 days and 2.5% per month thereafter. Without limitation, User shall be liable to CCM for all collection costs incurred in relation to the recovery of unpaid amounts, including attorneys’ fees.

## **6.2 DISPUTES**

CCM is currently developing functionality within its billing portal for Users to submit invoicing disputes via the billing portal. Until such time as CCM notifies User that the dispute functionality is live, User shall submit notice of any disputed items and/or charges within fifteen (15) days following the invoice date via email to SAC3disputes@ccmpool.com. User shall include documentation of disputed activity (such as gate receipts or interchange reports) with its notification of disputed items and/or charges. CCM will undertake to reconcile timely disputed items and will either provide verification for the charges as billed or will issue a credit to User’s account for any amount not properly invoiced. ALL CHARGES NOT DISPUTED WITHIN FIFTEEN (15) DAYS SHALL BE FINAL AND SHALL BE DEEMED ACCEPTED BY USER.

## **7 INCIDENT REPORTING**

Notification of Claims Occurrences. Participants will provide immediate notice of any Claim Occurrence by completing a CPIR and submitting it along with any additional information to SACPRISK@CCMPOOL.COM.

In addition, notice must also be provided to:

CCM Risk Management  
Attn: David Loh  
1350 Broadway, Suite 2410  
New York, NY 10018  
Direct: 212-991-5914  
Main: 212-922-0450  
E-Mail: dloh@ccmpool.com

Such notice shall be provided in the format required in the CPIR and the instructions thereto, as may be amended from time to time. Users shall include a requirement to provide such notice in their agreements with customers, vendors retained by the User for work associated with Chassis, or motor carriers. If the incident occurs after business hours, on a weekend or holiday, in addition to any other means of notice, a verbal notice by phone is required at the above number.