

NOV 6th, 2018

Wayne R. Rhode, Cozen O' Connor, 1200 19th St., N.W., Suite 300, Washington, D.C. 20036,
wrohde@cozen.com
Secretary@fmc.gov

RE: Response to PETITION NO. P3-18

Dear FMC/MR. Rhode:

We, Wheaton Grain Inc. are responding to the Federal Maritime Commission (FMC) pursuant to 46 C.F.R Section 502.92 regarding the exemption of service contracts by the petitioner.

We are a small to medium shipper. I have been in the AGRI container industry for about 10 years. One of our main business challenges is "disputing" the carriers. They have already reduced their administrative services to the point where we have to hire extra employees to overcome the incompetence of some/a lot of their staff that do not understand the industry (e.g. railroad workings, urgency of matters, and their own systems). Id like to address some of the challenges we face and why we need service contracts.

-We commonly get invoices from carriers for free time where all we have is our service contract to stand up and dispute what the correct free time should be. Its very easy for the carrier to send and invoice, usually its generated by a computer. We have to many spend man hours disputing it, its very costly but at least we can win the dispute.

- Port cuts and vessel cuts are always changing. What do we do if we have containers pulled and this happens? Our only defense is the contract with free time and history of all history on the container so we can present a solid argument. Again more time spent. And often times the dates the SSL gets are not correct.

-Carriers are coming up with many different prices for the same service (i.e. origin to DEST). We have to make sure we book the proper service based on our contract. However, sometimes our contract does not state a given service but may say direct call only. There are many instances where we cannot tell if its direct call when we book. The Contract give us protection that if they change the services our rate is guaranteed. Sometimes when we get the booking confirm we can see. Again, there is what I would call an unfair level of burden put on us to book properly. I would even say the booking agent has no responsibility. If we booked Chicago to Shanghai and they made a mistake and gave us Chicago to Chittagong, they would blame us for not checking. Again they assume no responsibility even though it was there decision to out source and have staff that doesn't understand the business.

In summary the contract is all we have to ensure that we can be treated fairly with the carriers. They have teams of lawyers and we don't have the resources to fight things. They send invoices out like the wind and all we have is our contract and expertise on how to protect ourselves

against them and the contract is an integral part of that defense. We are seeing more and more “fees” pop up and invoices for free time at origin and destination. The contract does not give us advantage it only ensures us the ability to fight for what is right. WE ask that the FMC maintain a fair shipping industry environment for shippers, truckers/other vendors, and shipping lines.

Sincerely,



Jon Miller
Director Export Division
Wheaton Grain Inc
5852 County Hwy T
Chippewa Falls, WI 54729
TEL: 715-874-6593
FAX: 715-874-6624

jon@wheatongrain.com