

Michigan Turkey Producers

Contents

- 1) Contact Information
 - Emergency
- 2) Company Security
- 3) Loading Requirements
 - Trailer Condition
 - Load Information
- 4) Pallet Exchange Program
- 5) General Onsite Rules
- 6) Outbound Loaded Trailer Policy
 - Sealed Trailers
- 7) Driver's Bill of Lading Load Packet
- 8) After Hours and Weekends
- 9) Overages, Shortages, & Damages
- 10) Load Rejections/ Refusals
- 11) Deliveries into the Plant
- 12) Transportation Agreement
- 13) Invoicing
- 14) Insurance Coverage
- 15) Michigan Turkey Producer's Credit Information
- 16) Directions to Plant (s)

Contact, Address, and Hours of Operation Information

Logistics/ Traffic Contact Information:

Toll Free Phone: 877-937-8597
MTP Phone: 616-245-2221
Fax: 616-475-4197

Mary Douthett ext.162 (*Exports, East Coast, Texas, Florida-North, and Arizona*)

Justin Ford ext.188 or direct dial 616-475-4188 (*All other locations*).

Jeff Vanderlind ext 138, Shipping/Receiving Manager

Raw Plant
2140 Chicago Drive SW
Wyoming, Michigan 49519
S/R Ph: 1-616-245-2221 ext.149

Cooked Plant
1100 Hall Street
Grand Rapids, Michigan 49503
S/R Ph: 1-616-245-2221 ext.200

Receiving hrs: 7:00 am to 3:00 pm EST.
Shipping hrs: 6:30 am to 8:00 pm EST.

Receiving hrs: 7:00 am to 3:00 pm EST.
Shipping hrs: 7:00 am to 3:00 pm EST.

* For loading or receiving outside the listed times, you must call in advance to get authorization and a scheduled dock time.

Company Security

All Drivers' must stop at the guardhouse and show a picture ID to the Security associate in order to pass through the locked perimeter gate. The Security associate will also complete the following:

- 1) Inspect inside the trailer for cleanliness.
- 2) Inspect the trailer seal or lock if for delivery.
- 3) Document tractor/trailer number and time entry.
- 4) Document box temperature.

* Any failure to meet the listed criteria according to Michigan Turkey Producers policy's and procedures may result in entry refusal.

Loading Requirements

Trailer Condition:

- 1) No exposed insulation.
- 2) Scuff liners must be secured properly to the walls.
- 3) No holes in the floor.
- 4) No wood floors allowed.
- 5) Rear doors must seal properly.
- 6) Trailer must be clean.
- 7) Trailer cannot have any bad odor.
- 8) Refrigeration unit must be able to maintain specified temperature.
- 9) Fuel tank must be half-full.

* Trailers not meeting the above requirements will be turned away.

Driver responsibilities:

- 1) Drivers must report to Shipping/Receiving before dropping a trailer in the yard or dock (Additional loading instructions will be communicated).
- 2) Trailer doors must be closed when dropping a trailer (Do not drop trailers outside the gate during normal business hours).
- 3) If you are spotting your trailer at the dock you must chock the wheels immediately.
- 4) Trailer must be running and cooling prior to loading.
- 5) Driver must provide a Load reference number before the trailer is loaded.

* Drivers not meeting the above criteria may encounter delayed loading times.

Pallet Exchange Program

Michigan Turkey Producers uses 40"x 48" GMA "B" pallets for all shipments unless specified by the Customer.

"B" pallet specification:

- 7 top deck boards.
- 5 bottom boards.
- No more than 1 runner repair.
- No nail pop-ups.
- No odor.
- No paint stains.

The Carrier is required to exchange the equal amount of pallets that will be loaded. All pallets not meeting the above requirements will be placed back on to the trailer. If pallets are owed, the Driver will be charged \$4.00 per pallet before loading. We accept Cash, ComCheck, etc. (No personal checks).

When calling Customers for delivery appointments, please advise them the number of pallets to exchange.

* Please advise your Drivers of this policy before picking up a load.

General Onsite Rules

1. No smoking on Michigan Turkey Producers property or inside the facilities.
2. No pets allowed on the premises.
3. MTP has restricted entry into the building. Only one person may enter the building to drop-off, check-on, or pick-up a load (No friends or family members please).
4. A hair and/or beard net must be worn on the shipping dock if presence is required.

Inbound/ Outbound Loaded Trailer Policy

Outbound:

Michigan Turkey Producers associates will seal all loaded trailers including dropped trailers staged outside the fence for pick-up.

All loaded trailers must stop at the guardhouse when leaving Michigan Turkey Producers. Security will verify that the seal number is correct and intact. Security will also record the trailer refrigeration unit temperature setting and actual box temperature.

Michigan Turkey Producers does not have 24-hour security on the premises to check (monitor) outbound loaded trailers for temperature/ unit failures on weekends or holidays.

The Carrier will be responsible for loaded trailers staged outside the fence after 10:30 pm Friday through 6:30 am Monday morning. Bill of Lading Packets will be accessible and located outside the guardhouse.

The Carrier will be responsible for any product loss due to theft or refrigeration unit failures when trailer is located outside the fence prior to pick-up.

In general, refrigeration units should be set according to the following unless otherwise instructed by the Customer:

- 1) Frozen loads set at "0" degrees F.
- 2) Mixed frozen and fresh loads set at "24" degrees F.
- 3) Fresh loads set at "28" degrees F.

The delivery of product to our Customers is of primary importance to Michigan Turkey Producers. We request that the product is delivered on time and in good condition.

If, for any reason, a Driver foresees arriving late at the Customer's receiving location, the Driver/ Carrier must contact the Customer and Michigan Turkey Producers Traffic department immediately.

Upon arrival at the destination receiving dock, under no circumstances is the Driver allowed to break the trailer seal except under direction by the Customer's Receiving/ Security personnel. Keep in mind you are hauling food product and the integrity of each and every load must be maintained from pick-up to delivery.

Michigan Turkey Producers must be notified immediately if any Customer at any drop is attempting to refuse product or reject the load.

Inbound:

Any returned product must be sealed or pad-locked during transit and upon arrival at Michigan Turkey Producers location(s). MTP Security will complete an inbound return form to give to the Driver. Drivers must not break the seal unless instructed by a Shipping/Receiving Supervisor or Manager. Returned product delivered without a proper seal or pad-lock may become the Carriers' responsibility at the Carriers' expense. Company security gate entry rules apply.

All inbound meat and supplies deliveries will be subject to Michigan Turkey Producers receiving and inspection policy.

Driver's Bill of Lading Packet

All Drivers' will receive an outbound packet, which includes the following:

- Multi-copy Customer Bill of Lading.
- A seal for each delivery drop corresponding to the BOL.
- Weight sheets if applicable.
- Manifest cover sheet with stated temperature setting.

After Hours and Weekends

Emergency Call Procedure:

This procedure has been adopted to ensure proper communication between the Trucking Companies and Michigan Turkey Producers when an **EMERGENCY** arises during off-business hours, weekends, and holidays.

1. In an emergency situation, the Carrier will call the Emergency Logistics phone number **1-616-318-0284**. If there is no answer, leave a message and someone will return your call promptly.
2. The Michigan Turkey Producer's on-call person will review the information and make a decision on whether or not to involve additional MTP associates in resolving the situation.
3. The Emergency phone number is not to be used during normal business hours, M-F 6:00 am to 10:30 pm est.

Overages, Shortages, & Damages

Michigan Turkey Producers requires all Drivers to report overages, shortages, and damages immediately. Failure to contact Michigan Turkey Producers may result in product charged back to the Carrier. Be prepared to have the Load number, Purchase Order number, and product codes available when calling.

All discrepancies will require the driver to recount the product along with the receiver to confirm accuracy.

Product rejections, load refusals, or any other type of delivery problems must be communicated to Michigan Turkey Producers immediately.

Contact information is on the back of the Driver's Bill of Lading packet.

Transportation Agreement

Initial each page, sign and return.

See attached:

Invoicing

All invoices must be sent to the following address:

Michigan Turkey Producers
1100 Hall Street
Grand Rapids, Michigan 49503

To insure quick and proper payment, please include the following information on your invoices:

- 1) Carrier name and address.
- 2) MTP load number (mandatory).
- 3) Rate per mile or flat rate.
- 4) Total miles.
- 5) Number of stops and cost per stop.
- 6) List from pick-up address to destination.
- 7) Fuel surcharge.
- 8) Product lumping or detention fees.
- 9) Total amount of invoice.

Michigan Turkey Producers calculates mileage based on the latest version of PC Miler (practical miles). Miles paid are displayed on the faxed load sheet. Please use the miles on the load sheet as billable miles when invoicing.

A signed Bill of Lading should accompany your freight invoice. We recommend that you keep a copy of Proof of Delivery on file for a minimum of 2 years.

- * For inbound loads include the Michigan Turkey Producers purchase order number.
- * In order to receive reimbursement for lumping and unloading fees, a receipt from the customer receiver must be provided with the appropriate information.

Insurance Coverage

Michigan Turkey Producers require the Carrier to maintain a minimum of \$1,000,000 Liability and \$250,000 Cargo Insurance coverage. Please list Michigan Turkey Producers as a certificate holder and fax a copy of the Insurance Certificate to 1-616-475-4197 on an annual basis.

Company Credit Information

See attached:

I have received and understand all requirements stated in this document in order to complete business transactions with Michigan Turkey Producers.

Carrier: _____

Title: _____

Signature: _____

Date: _____

Directions to Plant(s)

DIRECTIONS TO MTP CHICAGO DRIVE PLANT

From US-131 North or South;

Take the **Burton** Street-WEST exit. Go West to **Burlingame**, turn Right-(North) and go to **Chicago Drive**. Turn Left-(WEST) to 2140 Chicago Drive-On left hand side of road, just over the RR tracks, next to the Yellow Freight Terminal.

From Muskegon;

Take I-96 East toward Grand Rapids to US-131 South. Take the **Burton** Street-WEST exit. Go West to **Burlingame**, turn Right-(North) and go to **Chicago Drive**. Turn Left-(WEST) to 2140 Chicago Drive-On left hand side of road, just over the RR tracks, next to the Yellow Freight Terminal.

From Holland/Zeeland;

Take I-196 East toward Grand Rapids to Exit #72/**Chicago Drive**. At the stop sign at the end of the ramp, turn Right (.7 miles) on Chicago Drive to 2140 Chicago Drive. MTP is on the Right side of the road right next to the Yellow Freight Terminal.

From Detroit/Lansing;

Take I-96 West toward Grand Rapids. Take M-6 West toward Holland. Take US-131 North. Take the **Burton** Street-WEST exit. Go West to **Burlingame**, turn Right-(North) and go to **Chicago Drive**. Turn Left-(WEST) to 2140 Chicago Drive-On left hand side of road, just over the RR tracks, next to the Yellow Freight Terminal.

This Transportation Agreement is entered into this ____ day of _____, _____, by and between _____, with its principal place of business at _____ (“carrier”), and Michigan Turkey Producers LLC, 2140 Chicago Drive S.W., Wyoming, Michigan, 49509, (“shipper”).

In consideration of the terms and conditions contained in this agreement, the parties agree as follows:

1. **Transportation services.** SHIPPER engages CARRIER as a contractor to transport various commodities, whether regulated or unregulated, in interstate and foreign commerce, or in intrastate commerce where CARRIER is authorized. The provisions of this Agreement shall govern, Commodities transported hereunder may be received from SHIPPER or a third party consigning to SHIPPER.

CARRIER shall, at its sole expense, obtain any and all licenses, permits and certificates of any sort or nature whatsoever necessary for the execution and performance of this Agreement and hereby warrants that all operating authority shall be in full force and effect on or before the date it commences transportation services pursuant to this Agreement. Copies of any licenses, permits and certificates necessary for operation authority shall be provided to the SHIPPER.

The parties agree that CARRIER shall provide and have exclusive control and direction of the motor vehicle equipment used in the performance of transportation services pursuant to this Agreement and CARRIER shall pay all costs and expenses necessary or incidental to the maintenance and operation of said equipment.

2. **Scope of Service.** CARRIER shall provide motor vehicle transportation service and shall not substitute the services of another motor carrier or of any other mode of carriage except upon the express prior written consent of SHIPPER. CARRIER’S operation shall be conducted within the scope of its contract motor carrier authority MC - _____.

CARRIER’S provision of transportation service shall be subject to the capacity and availability of its motor vehicle equipment.

3. **Compensation.** SHIPPER agrees to pay CARRIER’S compensation for transportation services rendered at the rates and charges set forth in CARRIER’S RATE QUATION attached hereto and incorporated herein. Such schedules may be amended from time to time by written agreement signed by the parties. CARRIER’S agrees that such tariffs shall not be amended or reissued without SHIPPER’S express prior written approval.

CARRIER’S shall promptly issue a freight bill to SHIPPER after performance of transportation services. Payment shall be due within fifteen (15) days after the date of the invoice.

4. **BILL OF LADING.** Each shipment accepted for transportation under this Agreement shall move on a Uniform Straight Bill of Lading, and is subject to the term and conditions of the Bill of Lading contract except to the extent they are inconsistent with the terms hereof, in which case, the terms of this Agreement shall prevail.

5. **Term.** The term of this Agreement shall commence with the execution hereof, and shall remain in full force and effect for a period of one (1) year from the date hereof, and shall be automatically renewed thereafter on a year-to-year basis unless sooner terminated, with 30 day written notification.

6. **Other Matters. (a) Cargo and Liability Insurance.** During the term of this Agreement, CARRIER agrees to carry and keep in full force and effect cargo and liability insurance, including a **BMC-32** Endorsement, for the benefit of SHIPPER in an amount of not less than **\$250,000 for Cargo and \$1,000,000 for Liability**. Cargo insurance coverage shall be with an insurance carrier and on terms deemed acceptable to SHIPPER. CARRIER agrees to provide SHIPPER with evidence of such

coverage prior to the effective date hereof which names SHIPPER as and additional insured and loss payee there under and provides for thirty (30) days prior written notice to SHIPPER of any material modification or cancellation thereof.

(b) **Transportation of HAZARDOUS AND other Materials.** CARRIER hereby covenants and agrees that no trailer or other vehicle which transports goods for SHIPPER shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. Notwithstanding anything to the contrary herein, in the event that CARRIER breaches the terms of this Section 6(b), SHIPPER shall have the right to immediately terminate this Agreement. CARRIER further agrees and acknowledges that any breach of this provision may result in substantial harm to SHIPPER'S products or customers and may have a detrimental effect on SHIPPER'S reputation and image in the marketplace and in recognition of this Section 6(b), CARRIER shall pay SHIPPER liquidated damages of \$1,000 for each event of breach, such damages to be in addition to any other damages suffered by SHIPPER and thereby. This Section 6(b) shall further be subject to the indemnification provisions of Section 8. SHIPPER may offset any amounts it owes to CARRIER against any amounts owed by CARRIER to SHIPPER under this Section 6(b).

(c) **Trademarks.** CARRIER hereby covenants and agrees that CARRIER shall not, without the express written consent of the SHIPPER attempt to sell any products bearing trademarks or trade names owed by SHIPPER.

7. **Liability and Indemnification.** CARRIER'S liability for loss of or damage to the commodities moved in accordance with the terms and conditions of this Agreement shall be determined under 49 U. S. C. 11707, or any successor provision, the Uniform Straight Bill of Lading where its terms are not inconsistent with this Agreement or 49 U. S.C. 11707 and the common law with respect to carriers. CARRIER shall not dispose of any damaged commodities moved in accordance with the terms and conditions of this Agreement without the express written consent of SHIPPER. If SHIPPER shall so request, CARRIER shall return all damaged product to SHIPPER (or such destination directed by SHIPPER) and shall comply with all of SHIPPER'S reasonable instructions with respect to such damaged product. CARRIER shall use its best efforts to resolve all overage, shortage and damage claims within 120 days of the date that SHIPPER files a claim with CARRIER.

CARRIER will indemnify and save harmless SHIPPER from any and all claims, demands, actions, suits, either at law or in equity, including court costs, reasonable attorneys' fees and any and all expenses whatsoever, instituted or threatened to be instituted by any person not a party to this Agreement against SHIPPER resulting from CARRIER'S breach of this Agreement or CARRIER'S intentional or negligent act or failure to act in performing services under this Agreement. SHIPPER will indemnify and save harmless CARRIER from any and all claims, demands, actions, suits either at law or in equity, including court costs, reasonable attorneys' fees and any and all expenses whatsoever, instituted or threatened to be instituted by any person not a party to this Agreement against CARRIER resulting from SHIPPER'S breach of this Agreement of SHIPPER'S intentional or negligent act or failure to act pursuant to this Agreement.

8. **Termination of Agreement.** Either party may terminate this Agreement, with or without cause, upon thirty (30)days prior written notice to the other.

9. **Modification.** This Agreement may not be modified except by written agreement signed by the parties hereto.

10. **Bankruptcy.** In the event CARRIER files a petition in bankruptcy under the United States Bankruptcy Code, the total amount of any loss and/or damage claims of SHIPPER against the CARRIER as of the date of bankruptcy shall thereupon become liquidated in amount, and subject to SHIPPER'S right to thereby set off said amounts against any freight charges still due and owing CARRIER.

11. **Waiver.** If SHIPPER fails to enforce, or waives the breach of any term or condition of this Agreement, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any other part of this Agreement, nor of any other rights, in law or equity, or of claims which SHIPPER may have against CARRIER arising out of, connected with or related to this Agreement.

12. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that SHIPPER may assign this Agreement to any subsidiary or affiliate thereof.

13. **Confidentiality.** The parties hereto shall protect the confidentiality of information developed by either of them in connection with the Agreement. This Agreement and all such information developed in connection herewith shall be held in confidence by each party for the duration of the Agreement and thereafter unless prior written approval authorizing such disclosure is obtained from the other party.

14. **Compliance With Laws.** CARRIER and SHIPPER shall comply with all Federal state and local laws and regulations applicable to the relationships created under this Agreement, including, but not limited to, the United States Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation regulations.

15. **Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the Laws of the State of Michigan, unless specifically superseded and pre-empted by applicable federal laws and regulations, or any applicable state laws binding upon CARRIER with respect to rate filing and motor vehicle safety matters.

16. **Notices.** All notices to SHIPPER must be delivered in person or sent via U.S. Registered Mail to:

Michigan Turkey Producers LLC
2140 Chicago Dr. S.W.
Wyoming, Michigan 49509
Attn: Logistics

17. **See Addendum No 1 Attached.** Rules concerning Outside carriers using Michigan Turkey Producers trailers.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed in triplicate the day and year first above written.

Michigan Turkey Producers

SHIPPER

CARRIER

By: _____

By: _____

Date: _____

Date: _____