

TRUCK TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made effective as of the _____ day of _____, 20____ (the “**Commencement Date**”) between **CPOI dba ND Paper**, a Delaware corporation having an office at 1209 Orange Street, City of Wilmington, County of New Castle, DE 19801, U.S.A (“**ND Paper**”) and [insert name and address of Carrier] (“**Carrier**”).

WHEREAS ND Paper wishes to engage Carrier to provide, and Carrier wishes to provide to ND Paper, truck transportation services for the delivery of the cargo set out in Schedule A (collectively, the “**Cargo**”) from the site(s) identified in Schedule A (the “**Loading Site(s)**”) to the mill site(s) of ND Paper identified in Schedule A (the “**Mill Site(s)**”) from time to time on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the premises and of the terms, conditions and agreements herein contained, the parties hereby agree as follows:

1. **Services**

Carrier shall provide to ND Paper truck transportation services for delivery of the Cargo from the Loading Site(s) to the Mill Site(s) as required from time to time by ND Paper (the “**Services**”) in accordance with the terms and conditions of this Agreement.

2. **Quantity of Services**¹

[ND Paper is not required to offer to, or purchase from, Carrier a minimum quantity of Services during the term of this Agreement. ND Paper will award Services to Carrier on a nonexclusive basis, and Carrier acknowledges that no status as a preferred, sole, favored or other type of special transportation supplier status is granted to Carrier under this Agreement. Carrier acknowledges that the volume and frequency of shipments of Cargo will vary, and ND Paper does not guarantee any minimum volumes, loads or percentage of business.]

OR

[ND Paper hereby acknowledges and agrees that Carrier shall be its exclusive supplier of truck transportation services in respect of delivery of [the **Cargo/certain of the Cargo**] from the Loading Site(s) to the Mill Site(s) during the term of this Agreement.]

3. **Carrier’s Duties**

In providing the Services, Carrier shall:

- (a) provide fully-licensed, qualified and experienced drivers and personnel who are familiar with the particular transportation needs of ND Paper;
- (b) pick up and deliver all Cargo with due diligence, in a good, professional and workmanlike manner and within the delivery times specified by ND Paper (if any);

¹ NTD: Choose the appropriate paragraph (nonexclusive or exclusive) and delete the other.

- (a) ensure that its employees and ND Paper-authorized subcontractors present themselves as and in the manner of professional drivers and conduct themselves in an appropriate and polite manner at the Mill Site(s), the Loading Site(s), and while transporting Cargo;
- (b) keep all Cargo free and clear of any and all claims, encumbrances, charges, liens and interferences that may arise, directly or indirectly, from Carrier's provision of the Services or the existence of this Agreement;
- (c) comply with all applicable laws, regulations and requirements of all regulatory authorities having jurisdiction over the Services and/or Carrier's provision thereof;
- (d) [be C-TPAT certified]²;
- (e) [ensure all drivers qualify for and are in possession of FAST Cards]³;
- (f) comply with any and all policies or specifications provided to Carrier by ND paper; and
- (g) procure from the proper authorities all permits and licences that may be required for the performance of the Services.

4. **Bill of Lading**

- (a) Carrier shall issue a bill of lading for all Cargo that it receives for transportation under this Agreement (a "**Bill of Lading**"). Carrier shall become fully responsible and liable for the Cargo when Carrier takes possession thereof regardless of whether a Bill of Lading has been issued, signed or delivered to Carrier and regardless of whether Carrier's name appears thereon. In the event of a conflict between the terms of a Bill of Lading and the terms of this Agreement, this Agreement shall govern.
- (b) Carrier's acceptance of any shipment or its signature on a Bill of Lading signifies that the Cargo appears to contain the quantity indicated and to be in good condition. If Carrier discovers any incident of loss, damage, delay, overage or shortage in respect of the Cargo, Carrier shall immediately notify **[each of]** the individuals listed in Section 21(a)(iii) by phone and email.

5. **Equipment**

Carrier shall provide all vehicles and equipment necessary to perform the Services (the "**Equipment**"), which Equipment shall in all respects be:

- (a) suitable and capable to transport the particular Cargo without contamination or degradation;
- (b) safe to operate and in excellent condition;

² NTD: This Section is only beneficial if the Services will include cross-border deliveries.

³ NTD: This Section is only beneficial if the Services will include cross-border deliveries.

- (c) maintained and operated in accordance with the manufacturer's requirements and recommendations as well as all applicable laws and regulations including, without limitation, those of the U.S. Department of Transportation;
- (d) cleaned and prepared as required to prevent cross-contamination; and
- (e) suitable and compatible for loading and unloading at the Mill Site(s) in accordance with ND Paper's requirements.

The Equipment condition is solely the responsibility of Carrier. Upon request, Carrier shall provide to ND Paper a maintenance log detailing the Equipment maintenance history and schedule. ND Paper shall incur no additional cost arising out of or resulting from Carrier's use of standard Equipment, and Carrier shall remain solely responsible for all such costs.

6. **Safety**

- (a) In providing the Services, Carrier shall:
 - (i) act in a safe, responsible and professional manner adhering to all rules and regulations of each of the Loading Site(s) and the Mill Site(s) and in a manner meeting or exceeding the industry standard for services similar to the Services;
 - (ii) take all appropriate precautions to protect all property and persons from damage or injury arising out of the Services;
 - (iii) comply with all fire, safety, health and other applicable regulations prescribed by law, regulation or governmental authority;
 - (iv) comply with all health and safety policies and directives prescribed by ND Paper and ND Paper's suppliers;
 - (v) comply with all applicable traffic laws;
 - (vi) provide drivers and personnel who are familiar with (A) the special handling requirements of the Cargo being transported from the Loading Site(s) to the Mill Site(s), and (B) the Equipment being used in connection therewith;
 - (vii) provide all of its drivers and personnel with the information, instructions, training and supervision necessary to ensure the health and safety of those individuals while performing the Services including, without limitation, access to Material Safety Data Sheets ("MSDS") or Safety Data Sheets ("SDS") regarding the Cargo;
 - (viii) ensure that all Equipment and Cargo contains all labels and signage required under applicable laws including, without limitation, the United States Department of Transportation laws and regulations, including the Motor Carrier Safety Improvement Act of 1999 (49 U.S.C. 113) and the

Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.)⁴ and any applicable state or local requirements; and

- (ix) comport with applicable components of the American Chemistry Council's Responsible Care® program.
- (b) Carrier may, in its sole discretion, refuse or modify any loads of Cargo for safety or regulatory reasons. If Carrier refuses or modifies a load of Cargo, it shall immediately notify **[each of]** the individuals listed in Section 21(a)(iii) by phone and email of such fact and the reasons for such refusal or modification.
- (c) Carrier shall immediately report to **[each of]** the individuals listed in Section 21(a)(iii) by phone and email every accident or occurrence resulting in death, injury, illness, a material spill or release or property damage and any near misses or close calls. Carrier will investigate any such accidents or occurrences and provide to ND Paper a written report giving a description of the incident, identifying the causes thereof and the actions taken in response thereto, as well as the actions that are being taken by Carrier to prevent a reoccurrence.
- (d) Upon the request of ND Paper, Carrier shall [immediately] remove from the provision of the Services any and all personnel who do not comply with the requirements set out in this Section 6.

7. **Environmental**

- (a) In providing the Services, Carrier shall:
 - (i) comply with all applicable laws of federal, state and local authorities governing protection of the environment and spills and releases of hazardous materials including, without limitation, the federal Hazardous Materials Transportation Act, spill reporting and release response under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right to Know Act, the Clean Water Act and the Oil Pollution Act, and hazard communication requirements under the Occupational Safety and Health Act (collectively, the "**Environmental Laws**");
 - (ii) without limiting the generality of Section 7(a)(i), comply with all requirements of Environmental Laws applicable to the handling or transportation of dangerous goods and reporting of such activities and ensure that all drivers and personnel have appropriate training and equipment to handle and transport the Cargo; and
 - (iii) ensure that it has an emergency response plan in place that is appropriate for the nature of the Cargo and that all drivers and employees have the necessary training and equipment to carry out such emergency response plan (including, without limitation, in respect of containment and reporting of Spills), the details of which plan Carrier shall provide to ND Paper upon request.

⁴ NTD: If the Cargo will include regulated wastes, other signage requirements may be implicated.

- (b) Carrier shall immediately notify **[each of]** the individuals listed in Section 21(a)(iii) by phone and email of any discharge, emission, spill, release, leak or escape into the environment (collectively, "Spills") of Cargo or other hazardous substances (as defined under Environmental Laws) or breach of Environmental Laws which occurs during the provision of the Services and shall take all steps prescribed by Environmental Laws with respect to reporting, response and containment of such Spills.
- (c) Carrier will investigate any Spills or breach of Environmental Laws and provide to ND Paper a written report giving a description of the incident, identifying the causes thereof and the actions taken in response thereto, as well as such actions that are being taken by Carrier to prevent a reoccurrence.
- (d) Upon the request of ND Paper, Carrier shall remove from the provision of the Services any and all personnel who do not comply with the requirements set out in this Section 7.
- (e) Carrier shall assume all risk of and be solely liable and responsible for, and indemnify ND Paper and its affiliates and their respective directors, officers, employees and agents from and against, all claims, losses, expenses, damages, costs, fines, penalties and legal actions arising from a failure of Carrier to comply with Environmental Laws or as a result of any Spill of Cargo or other hazardous substance which occurs during the provision of the Services.

8. **Carrier's Representation**

Carrier hereby represents and warrants that it has all of the Equipment, personnel and capabilities required to provide the Services as and when required by ND Paper in accordance with the terms and conditions of this Agreement.

9. **Loading and Unloading**

- (a) ND Paper and Carrier will establish appropriate systems to identify when Services are required.
- (b) Carrier shall coordinate loading times for the Cargo as may be required at the Loading Site(s).
- (c) Carrier shall be responsible for ensuring lawful weight distribution and securement of the Cargo. ND Paper assumes no responsibility for the load configuration, axle weights, damage to the Equipment or safety and operation by Carrier of the Equipment, and Carrier shall remain solely responsible therefor.
- (d) Carrier shall, to the extent reasonably practicable, provide dedicated drivers who are familiar with the loading and unloading procedures at each of the Loading Site(s) and Mill Site(s) and shall comply with all such loading and unloading procedures.
- (e) **[Carrier shall be responsible for loading and unloading of the Cargo and all costs associated therewith.]**

- (f) Carrier will provide, at no additional cost to ND Paper, such stand-by times at the Loading Site(s) at the Mill Site(s) as the parties mutually agree.
- (g) Carrier represents that it has the ability to track and trace shipments and shall at all times engage in an active load tracking program under which Carrier can provide to ND Paper real-time, accurate information regarding arrival times, load locations and load status.

10. **Fees and Payment**

- (a) The fees payable by ND Paper to Carrier for the Services provided hereunder shall be calculated in accordance with Schedule B. Carrier shall provide all fuel required for the Services, subject to the fuel surcharge fees payable by ND Paper in accordance with Schedule C.
- (b) Carrier shall pay all customs, duties and all excise, licence, occupation and other taxes which may become payable to any authority in connection with the Services. does this include sales tax? Biron & Rumford have direct pay permits
- (c) Within ● days after unloading each load of Cargo at the Mill Site(s), Carrier shall bill ND Paper for shipment of each such load of Cargo, and ND Paper shall pay Carrier therefor within forty-five (45) days after the date of ND Paper's receipt of each invoice at ND Paper's Accounts Payable Department.
- (d) If any error is discovered in an invoice rendered to ND Paper, Carrier shall adjust such error within thirty (30) days after the date of discovery of such error; provided, however, that there shall be no adjustment made for any error discovered more than six (6) months after ND Paper's receipt of an invoice.
- (e) Carrier shall have no lien on any Cargo shipped under this Agreement at any time. Accordingly, Carrier shall not file, and shall not permit any subcontractor to file, any lien, claim or encumbrance against any Cargo. Carrier hereby waives, and Carrier shall require all of its subcontractors to expressly waive, the right to file any liens against the Cargo. ND Paper may withhold any payment due to Carrier until all liens, claims or encumbrances of Carrier and its subcontractors are released. ND Paper may take whatever action it deems necessary to secure a release of any lien, claim or encumbrance. ND Paper may deduct its costs and expenses for securing the release of any lien, claim or encumbrance filed by Carrier or its subcontractors from any payments due under this Agreement.
- (f) ND Paper shall be entitled at all times to set-off any amount owing from Carrier to ND Paper or to any of ND Paper's affiliates against any amount due or owing to Carrier under this Agreement.

11. **Fee Adjustment**

- (a) Except as set forth in Section 11(b) and subject to any other renewal or termination rights set forth herein, the fees set out in Schedule B shall remain in effect for a period of three (3) years.
- (b) Notwithstanding Section 11(a):

- (i) The parties will meet not later than **[three (3) months]** before the expiration of the first year of this Agreement and, if not earlier terminated, the second year of this Agreement to discuss adjustments, if any, to be made to the fees for the following year, and if the parties are unable to agree upon such adjustments by the end of the first or second year of this Agreement, as the case may be, ND Paper may terminate this Agreement on written notice to Carrier prior to the end of the first or second year of this Agreement, as the case may be, such termination to be effective at the end of the Agreement year during which fee adjustment discussions commenced.
 - (ii) If the parties agree upon such adjustments, they shall execute a written amendment to this Agreement, and such adjustments shall be effective for the following year.
- (c) In the event of fluctuations in the cost of fuel, the fees payable for Services hereunder will be adjusted in accordance with Schedule B.⁵

12. **Brokerage**

- (a) If Carrier is unable to provide the Services in accordance with the terms and conditions of this Agreement as and when required by ND Paper, Carrier shall promptly notify ND Paper in writing of such inability, and upon ND Paper's written request, Carrier shall broker such Services to an alternate carrier, which carrier shall be subject to ND Paper's prior written approval in ND Paper's sole discretion. For the avoidance of doubt, if ND Paper does not request that Carrier broker such Services to an alternate carrier, then ND Paper may directly or indirectly engage an alternate carrier in ND Paper's sole discretion, [and Carrier hereby waives any exclusive rights that Carrier may have under this Agreement to provide such Services]⁶.
- (b) Carrier will remain liable and responsible for all loss, damage, tracking, tracing and on-time delivery of any such brokered loads. Brokered loads will be billed by Carrier at the rates set forth in this Agreement.

13. **Claims and Service Failure**

- (a) Immediately upon Carrier becoming aware that a shipment will not be picked up from the Loading Site(s) in accordance with the parties' pre-arranged schedule, Carrier shall notify ND Paper's Logistics Coordinator by phone and email. If Carrier fails to so notify ND Paper, then notwithstanding any other terms or conditions in this Agreement to the contrary, ND Paper may cease using the Services.
- (b) Upon a party's receipt of a notice of claim or a notice of potential claim relating to the Services, the party receiving such notice will immediately notify the other of such notification. If the notification includes an estimate of the amount of the

⁵ NTD: If there is no fuel surcharge, then delete this Section 11(c).

⁶ NTD: Delete bracketed language only if this is a nonexclusive arrangement, otherwise leave in.

claim, ND Paper may hold back from Carrier any amount otherwise payable by ND Paper up to the amount specified in such claim notification.

14. **Key Performance Criteria and Targets**

ND Paper will review Carrier's performance of the Services regularly and conduct quarterly performance reviews with Carrier. Key performance indicators and targets for the performance of the Services are set forth in Schedule D.

15. **Term and Termination**

- (a) This Agreement shall commence on the Commencement Date and remain in full force and effect for a period of [three (3) years] (the "Initial Term"), subject to earlier termination in accordance with the terms herein and provided that this Agreement shall not expire upon completion of the Initial Term unless either party has given the other party at least [six (6) months] prior written notice of its intention to terminate this Agreement on expiration of the Initial Term. [If such written notice is not provided, this Agreement will continue in full force and effect indefinitely until terminated by either party in accordance with the terms hereof.]
- (b) Following the Initial Term, either party may terminate this Agreement at any time and for any reason upon written notice to the other party at least [six (6) months] prior to the effective date of termination specified in such written notice.
- (c) Either party may terminate this Agreement immediately, either during the Initial Term or after, by written notice to the other upon the occurrence of the following:
 - (i) breach by the other party of any material obligation under this Agreement and, should such obligation be curable, failure of the other party to cure such breach within thirty (30) days after receiving written notice thereof. For greater certainty, and without limitation, all obligations of Carrier under Sections 6 and 7 and the key performance indicators in Section 14 shall constitute material obligations for purposes of this Section 15(c)(i);
 - (ii) the continuation for more than ninety (90) consecutive days of a Force Majeure Event of the type specified in Section 16; or
 - (iii) upon the bankruptcy, insolvency, winding up or cessation of business of the other party or the appointment of a receiver, trustee or custodian for the assets of the other party.

16. **Force Majeure**

Neither party shall incur any liability to the other party by reason of failure or delay in fulfilling its obligations under this Agreement where such failure or delay is caused by or results from weather conditions, flood, fire, strike, cessation, slowdown or stoppage of labour, sabotage, shipwreck, riots, war, enemy action, laws, regulations, rulings or acts of any governmental body or authority, or any other cause, whether similar to the foregoing or not, beyond the reasonable control of the party affected by such cause (a "Force Majeure Event"). For greater certainty, lack of finances, a change in market conditions or inclement weather which is not unusual for the area in which the Services are to be performed shall not be considered a Force Majeure Event hereunder. Any

claim of force majeure must be made as soon as possible under the prevailing circumstances, and in any case must be made in writing by the party so claiming to the other party within fifteen (15) days after the beginning of any such delay. Any such claim not made within that time period will be barred.

17. **Insurance**

- (a) Coverage Requirements. Carrier shall, at its expense, obtain from reliable insurers and maintain during the term of this Agreement the following insurance coverage in a form acceptable to ND Paper:
- (i) All Risks Cargo insurance in an amount at least equal to greater of the purchase order value of such Cargo or the replacement value of such Cargo;
 - (ii) Motor Vehicle Liability insurance in an amount not less than \$10,000,000 per occurrence combined single limit for bodily injury, including death resulting therefrom, and property damage, covering all owned and non-owned motor vehicles; and
 - (iii) Commercial General Liability insurance (including sudden and accidental pollution coverage) in an amount not less than \$10,000,000 per occurrence. Such coverage shall name ND Paper as an additional insured and identify ND Paper as certificate holder, and include premises and operations liability, owner's and contractor's protective liability, contractual liability, cross liability or severability of interests liability, employer's liability, personal and advertising injury liability, and loss of use of property coverage.
- (b) General Provisions. All insurance carried or required to be carried by Carrier shall be with insurers which have an AM Best rating of "A- VII" or better, or the equivalent thereof, and the certificate shall be issued by an insurer licensed to carry on business in the State of Wisconsin or Maine [NTD: amend accordingly]. The coverage under Carrier's insurance shall be primary. All coverages contained herein shall be endorsed to include the insurer's waiver of subrogation in favour of ND Paper.
- (c) Certificates. Carrier will provide to ND Paper proof of such insurance in the form of certificates upon request by ND Paper, or upon request from a third party on behalf of ND Paper. Carrier's insurance policies shall be endorsed to require that the insurer provide ND Paper with not less than thirty (30) days' written notice in advance of any cancellation. In the absence of such endorsement, it shall be the Carrier's responsibility to provide such notice. Failure to do so shall constitute a breach of this Agreement. Within five (5) business days of Carrier's knowledge of any cancellation in such coverage, Carrier shall provide written notice to ND Paper informing it of the same. Any errors, omissions or misrepresentations by Carrier that may invalidate coverage to Carrier shall not prejudice ND Paper's rights under the aforementioned insurance required of Carrier. If Carrier fails to procure or maintain any insurance required of it hereunder (or such insurance fails for any reason), Carrier shall indemnify and hold harmless ND Paper and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, losses, expenses, damages, costs, legal actions and

demands of whatever nature (including legal fees and expenses on a solicitor and client basis) which would not have been suffered or incurred except for such failure. ND Paper has no duty to confirm the existence of such insurance or to monitor such certificates. It is the Carrier's responsibility to ensure its compliance with all of the insurance coverage requirements set out in this Agreement, and any proof or confirmation of compliance requested by ND Paper or by a third party on behalf of ND Paper, in whole or in part, shall be supplemental to and shall not supersede the terms and conditions set out in this Agreement.

- (d) Liability. The insurance coverage and limits set forth above are designed to satisfy the minimum requirements of ND Paper and are in no way intended to limit the liability of the Carrier (or its employees, agents, and subcontractors) under this Agreement. Further, the insurance coverage and limits set forth above are not intended to be a recommended insurance program for Carrier, the Carrier being solely responsible for the sufficiency of its own insurance program.

18. **Confidentiality**

Except in the performance of this Agreement, Carrier shall not disclose to any third party or use any data, designs, drawings, specifications or other information (including, without limitation, information relating to volumes, deliveries and specifications of Cargo) belonging to or supplied by or on behalf of ND Paper (collectively, the "**Confidential Information**"). Upon expiration or termination of this Agreement or upon ND Paper's earlier request, Carrier shall return to ND Paper all Confidential Information including any copies thereof.

19. **Risk of Loss and General Indemnity**

- (a) Carrier will be fully responsible for any and all loss or damage to, and will be deemed to have full care, custody and control of, the Cargo during the course of providing the Services and until such time as the Cargo is unloaded at the Mill Site(s). In the event of any loss of or damage to the Cargo prior to [completion of] unloading at the Mill Site(s), howsoever caused, whether by Carrier's negligence or otherwise, Carrier shall pay to ND Paper the greater of the purchase order value or the replacement value of such lost or damaged Cargo.
- (b) Carrier shall indemnify and hold harmless ND Paper and its affiliates and their respective directors, officers, employees and agents from and against all claims, losses, expenses, damages, costs, legal actions and demands of whatever nature (including legal fees and expenses) arising out of or resulting from any negligent, grossly negligent, reckless or intentional act or omission of Carrier during the performance of the Services or any breach by Carrier or its employees of the terms of this Agreement.
- (c) Except as otherwise set forth in this Agreement, all claims will be dealt with in accordance with the terms of this Agreement.

20. **Schedules**

The following schedules form part of this Agreement:

- Schedule A – Cargo, Loading Site(s) and Mill Site(s)
- Schedule B – Fees
- Schedule C – Fuel Surcharge
- Schedule D – Key Performance Indicators and Targets

21. **Notice**

(a) Any notice, document or communication required or permitted to be given hereunder will be in writing and delivered by hand, courier or electronic mail (e-mail) to the party to which it is to be given as follows:

(i) **Mill Invoices/Statements**

[Select relevant Mill]

CPOI dba ND Paper
Rumford Division
35 Hartford Street
Rumford, ME 04276
Attention: Moe Poulin, Supply Manager, Capital & Services
E-mail: moe.poulin@us.ndpaper.com

Or

CPOI dba ND Paper
Biron Division
621 North Biron Drive
Wisconsin Rapids, WI 54494
Attention: Kirk Freeberg, Purchasing Manager
E-mail: kirk.freeberg@us.ndpaper.com

(ii) **Contractual Notices**

To ND Paper:

Attention:
Email: [insert full email address]

with a copy to (other than invoices and purchase orders):

ND Paper LLC
Suite 600, 1901 S Meyers Rd.
Oakbrook Terrace, IL 60181
Attention: Legal Department
E-mail: contract.notices@us.ndpaper.com

To Carrier:

[Carrier Name]

[Address]

Attention:
Email: [insert full email address]

(iii) **Operational Events**

ND Paper
Attention: ●
Telephone: ●
Email: ●

And to:

ND Paper
Attention: ●
Telephone: ●
Email: ●

or to such other address, or e-mail address as either party may in writing advise by notice given in accordance with this section. Any notice, document or communication will be deemed to have been given: (i) if delivered by hand or courier on the next business day after delivery, and (ii) in the case of delivery by e-mail, on the next business day after delivery provided that an electronic confirmation of delivery has been obtained by the sender.

- (b) Unless otherwise provided herein, notification may be made by telephone (and must be made by telephone in the case of notification under Sections 4(b), 6(b), 6(c), 7(b), and 13(a)), provided that written confirmation thereof is promptly provided.

22. **General**

- (a) Carrier shall be an independent contractor of ND Paper in the performance of the Services under this Agreement, and no employment or agency relationship is hereby created between Carrier or any employees of Carrier, on the one hand, and ND Paper, on the other hand, and no employee benefits available to the employees of ND Paper shall accrue to Carrier or any employees of Carrier.
- (b) Neither payment by ND Paper of any amount due to Carrier under this Agreement nor acceptance by ND Paper of any deliveries of Cargo shall be deemed to be an acceptance by ND Paper of the Services or a waiver by ND Paper of any of the rights that ND Paper may have against Carrier under this Agreement.
- (c) Time is of the essence of this Agreement.
- (d) Invalidity of any provision of this Agreement will not affect the validity of any other provision, and the remaining provisions will remain in force and effect.
- (e) Failure of ND Paper to insist upon strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that ND Paper has or shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions of this Agreement.

- (f) This Agreement may not be modified, amended or supplemented except by an agreement in writing signed by both of the parties hereto.
- (g) The laws of **Wisconsin or Maine [select one]** shall apply to and govern the interpretation of this Agreement, and venue for any proceedings hereunder shall be in the State of **Wisconsin or Maine [select one]**. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Commencement Date.

CPOI dba ND Paper

Signature: _____

Name: _____

Title: _____

[INSERT NAME OF CARRIER]

Signature: _____

Name: _____

Title: _____

SCHEDULE A

CARGO, LOADING SITE(S) AND MILL SITE(S)

SCHEDULE B
FEEES

SCHEDULE C
FUEL SURCHARGES

SCHEDULE D

KEY PERFORMANCE INDICATORS AND TARGETS

This Schedule D sets forth the key performance indicators and targets that apply to Carrier's performance of the Services.⁷

(a)	[Driver Safety Infractions	0
(b)	On-time delivery	[98%]
(c)	On-time pick up	[100%]
(d)	Equipment Acceptability	[98%]
(e)	Equipment Availability	[100%]
(f)	Billing Accuracy	[98%]
(g)	Services Failures	0-Complaints]

⁷ NTD: ND Paper will provide the details of each KPI and target as well as ND Paper's remedies for Carrier's failure to meet or exceed same (which could include, without limitation, monetary damages or conversion from an exclusive to a nonexclusive arrangement). The bracketed language is for reference only.