percentage of business**.]**

**Carrier’s Duties**

3.

**Cargo]** from the Loading Site(s) to the Mill Site(s) during the term of this Agreement.**]**

of truck transportation services in respect of delivery of **[the Cargo/certain of the**

**[**ND Paper hereby acknowledges and agrees that Carrier shall be its exclusive supplier

**OR**

In providing the Services, Carrier shall:

Cargo will vary, and ND Paper does not guarantee any minimum volumes, loads or

this Agreement. Carrier acknowledges that the volume and frequency of shipments of

favored or other type of special transportation supplier status is granted to Carrier under

a nonexclusive basis, and Carrier acknowledges that no status as a preferred, sole,

Services during the term of this Agreement. ND Paperwill award Services to Carrier on

**[**ND Paper is not required to offer to, or purchase from, Carrier a minimum quantity of

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

1

workmanlike manner and within the delivery times specified by ND Paper (if any);

pick up and deliver all Cargo with due diligence, in a good, professional and

(b)

familiar with the particular transportation needs of ND Paper;

provide fully-licensed, qualified and experienced drivers and personnel who are

(a)

Paper, truck transportation services for the delivery of the cargo set out in Schedule A

of

consideration

in

THEREFORE

NOW

terms and conditions set out in this Agreement.

mill site(s) of ND Paper identified in Schedule A (the “**Mill Site(s)**”) from time to time on the

(collectively, the “**Cargo**”) from the site(s) identified in Schedule A (the “**Loading Site(s)**”) to the

the

WHEREAS ND Paper wishes to engage Carrier to provide, and Carrier wishes to provide to ND

**Paper**”) and **[insert name and address of Carrier]** (“**Carrier**”).

office at 1209 Orange Street, City of Wilmington, County of New Castle, DE 19801, U.S.A (“**ND**

“**Commencement Date**”) between **CPOI dba ND Paper**, a Delaware corporation having an

THIS AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the

**TRUCK TRANSPORTATION SERVICES AGREEMENT**

1.

**Quantity of Services**

2.

**1**

(the “**Services**”) in accordance with the terms and conditions of this Agreement.

from the Loading Site(s) to the Mill Site(s) as required from time to time by ND Paper

Carrier shall provide to ND Paper truck transportation services for delivery of the Cargo

**Services**

agreements herein contained, the parties hereby agree as follows:

and

conditions

terms,

the

of

and

premises

(b)

**Equipment**

5.

individuals listed in Section 21(a)(iii) by phone and email.

shortage in respect of the Cargo, Carrier shall immediately notify **[each of]** the

condition. If Carrier discovers any incident of loss, damage, delay, overage or

that the Cargo appears to contain the quantity indicated and to be in good

Carrier’s acceptance of any shipment or its signature on a Bill of Lading signifies

Carrier shall provide all vehicles and equipment necessary to perform the Services (the

Agreement shall govern.

between the terms of a Bill of Lading and the terms of this Agreement, this

regardless of whether Carrier’s name appears thereon. In the event of a conflict

whether a Bill of Lading has been issued, signed or delivered to Carrier and

and liable for the Cargo when Carrier takes possession thereof regardless of

under this Agreement (a “**Bill of Lading**”). Carrier shall become fully responsible

Carrier shall issue a bill of lading for all Cargo that it receives for transportation

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*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.*

*2*

(a)

safe to operate and in excellent condition;

(b)

degradation;

suitable and capable to transport the particular Cargo without contamination or

(a)

“**Equipment**”), which Equipment shall in all respects be:

liens and interferences

2

authorities having jurisdiction over the Services and/or Carrier’s provision thereof;

comply with all applicable laws, regulations and requirements of all regulatory

(c)

provision of the Services or the existence of this Agreement;

from Carrier’s

indirectly,

that may arise, directly or

(d)

keep all Cargo free and clear of any and all claims, encumbrances, charges,

(b)

while transporting Cargo;

in an appropriate and polite manner at the Mill Site(s), the Loading Site(s), and

themselves as and in the manner of professional drivers and conduct themselves

ensure that its employees and ND Paper-authorized subcontractors present

(a)

[be C-TPAT certified]

;

3

(e)

[ensure all drivers qualify for and are in possession of FAST Cards]

;

(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**

(v)

special

(A) the

with

familiar

are

who

personnel

and

drivers

provide

(vi)

comply with all applicable traffic laws;

handling requirements of the Cargo being transported from the Loading

Paper and ND Paper’s suppliers;

comply with all health and safety policies and directives prescribed by ND

(iv)

prescribed by law, regulation or governmental authority;

regulations

applicable

other

and

health

safety,

fire,

all

including,

Page 3 of 12

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Motor Carrier Safety Improvement Act of 1999 (49 U.S.C. 113) and the

States Department of Transportation laws and regulations, including the

required under applicable laws including, without limitation, the United

ensure that all Equipment and Cargo contains all labels and signage

(viii)

Sheets (“SDS”) regarding the Cargo;

limitation, access to Material Safety Data Sheets (“MSDS”) or Safety Data

without

with

Services

the

performing

while

individuals

those

training and supervision necessary to ensure the health and safety of

provide all of its drivers and personnel with the information, instructions,

(vii)

therewith;

Site(s) to the Mill Site(s), and (B) the Equipment being used in connection

and

Carrier’s

from

history and schedule. ND Paper shall incur no additional cost arising out of or resulting

shall provide to ND Paper a maintenance log detailing the Equipment maintenance

The Equipment condition is solely the responsibility of Carrier. Upon request, Carrier

accordance with ND Paper’s requirements.

in

Site(s)

Mill

the

at

unloading

use

loading

for

compatible

and

suitable

(e)

cleaned and prepared as required to prevent cross-contamination; and

(d)

without limitation, those of the U.S. Department of Transportation;

and recommendations as well as all applicable laws and regulations including,

maintained and operated in accordance with the manufacturer’s requirements

(c)

comply

(iii)

damage or injury arising out of the Services;

take all appropriate precautions to protect all property and persons from

(ii)

the Services;

manner meeting or exceeding the industry standard for services similar to

and regulations of each of the Loading Site(s) and the Mill Site(s) and in a

act in a safe, responsible and professional manner adhering to all rules

(i)

In providing the Services, Carrier shall:

(a)

**Safety**

6.

responsible for all such costs.

solely

remain

shall

Carrier

and

Equipment,

substandard

of

requirements

(iii)

equipment to handle and transport the Cargo; and

ensure that all drivers and personnel have appropriate training and

transportation of dangerous goods and reporting of such activities and

or

handling

the

to

applicable

Laws

Environmental

of

ensure

all

with

comply

7(a)(i),

Section

of

generality

the

limiting

without

(ii)

appropriate for the nature of the Cargo and that all drivers and employees

Page 4 of 12

TTA002

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

4

Paper upon request.

reporting of Spills), the details of which plan Carrier shall provide to ND

response plan (including, without limitation, in respect of containment and

have the necessary training and equipment to carry out such emergency

the “**Environmental Laws**”);

is

that

place

in

plan

response

emergency

an

has

it

that

and email of such fact and the reasons for such refusal or modification.

Upon the request of ND Paper, Carrier shall [immediately] remove from the

(d)

as the actions that are being taken by Carrier to prevent a reoccurrence.

identifying the causes thereof and the actions taken in response thereto, as well

incident,

ND Paper a written report giving a description of the

provide to

or close calls. Carrier will investigate any such accidents or occurrences and

injury, illness, a material spill or release or property damage and any near misses

21(a)(iii) by phone and email every accident or occurrence resulting in death,

Carrier shall immediately report to **[each of]** the individuals listed in Section

(c)

provision of the Services any and all personnel who do not comply with the

immediately notify **[each of]** the individuals listed in Section 21(a)(iii) by phone

or regulatory reasons. If Carrier refuses or modifies a load of Cargo, it shall

Carrier may, in its sole discretion, refuse or modify any loads of Cargo for safety

(b)

Responsible Care® program.

comport with applicable components of the American Chemistry Council’s

(ix)

any applicable state or local requirements; and

and

Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.)

4

the

requirements under the Occupational Safety and Health Act (collectively,

the Clean Water Act and the Oil Pollution Act, and hazard communication

Liability Act, the Emergency Planning and Community Right to Know Act,

the federal Comprehensive Environmental Response, Compensation and

Materials Transportation Act, spill reporting and release response under

hazardous materials including, without limitation, the federal Hazardous

of

releases

and

spills

and

environment

of

protection

governing

comply with all applicable laws of federal, state and local authorities

(i)

In providing the Services, Carrier shall:

(a)

**Environmental**

7.

requirements set out in this Section 6.

(b)

ensuring

for

responsible

be

shall

Carrier

(c)

Loading Site(s).

Carrier shall coordinate loading times for the Cargo as may be required at the

lawful

Services are required.

when

identify

to

systems

appropriate

establish

will

are familiar with the loading and unloading procedures at each of the Loading

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costs associated therewith.]

**[Carrier shall be responsible for loading and unloading of the Cargo and a**ll

(e)

procedures.

Site(s) and Mill Site(s) and shall comply with all such loading and unloading

Carrier

Carrier shall, to the extent reasonably practicable, provide dedicated drivers who

(d)

Carrier of the Equipment, and Carrier shall remain solely responsible therefor.

configuration, axle weights, damage to the Equipment or safety and operation by

securement of the Cargo. ND Paper assumes no responsibility for the load

and

distribution

weight

(c)

(e)

in this Section 7.

Services any and all personnel who do not comply with the requirements set out

Upon the request of ND Paper, Carrier shall remove from the provision of the

(d)

that are being taken by Carrier to prevent a reoccurrence.

causes thereof and the actions taken in response thereto, as well as such actions

ND Paper a written report giving a description of the incident, identifying the

Carrier will investigate any Spills or breach of Environmental Laws and provide to

Carrier shall assume all risk of and be solely liable and responsible for, and

Spills.

Environmental Laws with respect to reporting, response and containment of such

occurs during the provision of the Services and shall take all steps prescribed by

(as defined under Environmental Laws) or breach of Environmental Laws which

the environment (collectively, “Spills”) of Cargo or other hazardous substances

by phone and email of any discharge, emission, spill, release, leak or escape into

Carrier shall immediately notify **[each of]** the individuals listed in Section 21(a)(iii)

(b)

Carrier hereby represents and warrants that it has all of the Equipment, personnel and

and

Paper

ND

(a)

**Loading and Unloading**

9.

accordance with the terms and conditions of this Agreement.

capabilities required to provide the Services as and when required by ND Paper in

**Carrier’s Representation**

8.

substance which occurs during the provision of the Services.

with Environmental Laws or as a result of any Spill of Cargo or other hazardous

costs, fines, penalties and legal actions arising from a failure of Carrier to comply

employees and agents from and against, all claims, losses, expenses, damages,

indemnify ND Paper and its affiliates and their respective directors, officers,

Carrier until all liens, claims or encumbrances of Carrier and its subcontractors

**Fee Adjustment**

11.

Carrier under this Agreement.

ND Paper or to any of ND Paper’s affiliates against any amount due or owing to

ND Paper shall be entitled at all times to set-off any amount owing from Carrier to

(f)

Carrier or its subcontractors from any payments due under this Agreement.

expenses for securing the release of any lien, claim or encumbrance filed by

a release of any lien, claim or encumbrance. ND Paper may deduct its costs and

are released. ND Paper may take whatever action it deems necessary to secure

file any liens against the Cargo. ND Paper may withhold any payment due to

and Carrier shall require all of its subcontractors to expressly waive, the right to

file, any lien, claim or encumbrance against any Cargo. Carrier hereby waives,

time. Accordingly, Carrier shall not file, and shall not permit any subcontractor to

Carrier shall have no lien on any Cargo shipped under this Agreement at any

(e)

discovered more than six (6) months after ND Paper’s receipt of an invoice.

error

any

for

other

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Notwithstanding Section 11(a):

(b)

effect for a period of three (3) years.

termination rights set forth herein, the fees set out in Schedule B shall remain in

or

renewal

adjustment made

any

to

and subject

Section 11(b)

in

forth

set

as

Except

(a)

taxes which may become payable to any authority

Carrier shall pay all customs, duties and all excise, licence, occupation and other

(b)

in accordance with Schedule C.

required for the Services, subject to the fuel surcharge fees payable by ND Paper

shall be calculated in accordance with Schedule B. Carrier shall provide all fuel

The fees payable by ND Paper to Carrier for the Services provided hereunder

(a)

in connection with

**Fees and Payment**

10.

locations and load status.

provide to ND Paper real-time, accurate information regarding arrival times, load

all times engage in an active load tracking program under which Carrier can

Carrier represents that it has the ability to track and trace shipments and shall at

(g)

Loading Site(s) at the Mill Site(s) as the parties mutually agree.

Carrier will provide, at no additional cost to ND Paper, such stand-by times at the

(f)

each invoice at ND Paper’s Accounts Payable Department.

no

be

shall

there

that

however,

provided,

such error within thirty (30) days after the date of discovery of such error;

If any error is discovered in an invoice rendered to ND Paper, Carrier shall adjust

(d)

Carrier therefor within forty-five (45) days after the date of ND Paper’s receipt of

bill ND Paper for shipment of each such load of Cargo, and ND Paper shall pay

days after unloading each load of Cargo at the Mill Site(s), Carrier shall

Within

(c)



Services. [does this include sales tax? Biron & Rumford have direct pay permits]

the

(b)

from the Loading Site(s) in accordance with the parties’ pre-arranged schedule,

Immediately upon Carrier becoming aware that a shipment will not be picked up

(a)

**Claims and Service Failure**

13.

Carrier at the rates set forth in this Agreement.

and on-time delivery of any such brokered loads. Brokered loads will be billed by

Carrier will remain liable and responsible for all loss, damage, tracking, tracing

Carrier shall notify ND Paper’s Logistics Coordinator by phone and email. If

.

to provide such Services]

6

hereby waives any exclusive rights that Carrier may have under this Agreement

indirectly engage an alternate carrier in ND Paper’s sole discretion, [and Carrier

broker such Services to an alternate carrier, then ND Paper may directly or

discretion. For the avoidance of doubt, if ND Paper does not request that Carrier

ND Paper’s sole

Page 7 of 12

TTA002

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

6

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

5

in

such notification. If the notification includes an estimate of the amount of the

the Services, the party receiving such notice will immediately notify the other of

Upon a party’s receipt of a notice of claim or a notice of potential claim relating to

(b)

Services.

conditions in this Agreement to the contrary, ND Paper may cease using the

Carrier fails to so notify ND Paper, then notwithstanding any other terms or

made to the fees for the following year, and if the parties are unable to

If the parties agree upon such adjustments, they shall execute a written

(ii)

commenced.

the end of the Agreement year during which fee adjustment discussions

this Agreement, as the case may be, such termination to be effective at

on written notice to Carrier prior to the end of the first or second year of

Agreement, as the case may be, ND Paper may terminate this Agreement

agree upon such adjustments by the end of the first or second year of this

amendment to this Agreement, and such adjustments shall be effective

the second year of this Agreement to discuss adjustments, if any, to be

expiration of the first year of this Agreement and, if not earlier terminated,

**months]** before the

**(3)**

**[three**

The parties will meet not later than

(i)

written approval

ND Paper’s prior

shall be subject to

request, Carrier shall broker such Services to an alternate carrier, which carrier

promptly notify ND Paper in writing of such inability, and upon ND Paper’s written

conditions of this Agreement as and when required by ND Paper, Carrier shall

If Carrier is unable to provide the Services in accordance with the terms and

(a)

**Brokerage**

12.

hereunder will be adjusted in accordance with Schedule B.

5

In the event of fluctuations in the cost of fuel, the fees payable for Services

(c)

for the following year.

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**

breach by the other party of any material obligation under this Agreement

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

TTA002

Page 8 of 12

earlier termination in accordance with the terms herein and provided that this

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

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)

employer’s liability, personal and advertising injury liability, and loss of

shall

insurance

Carrier’s

under

coverage

The

carry on business in the State of Wisconsin or Maine [NTD: amend accordingly].

equivalent thereof, and the certificate shall be issued by an insurer licensed to

shall be with insurers which have an AM Best rating of “A- VII” or better, or the

General Provisions. All insurance carried or required to be carried by Carrier

(b)

use of property coverage.

be

liability,

interests

of

severability

or

liability

cross

liability,

contractual

liability,

protective

contractor’s

and

Carrier’s responsibility to provide such notice. Failure to do so shall constitute a

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against any and all claims, losses, expenses, damages, costs, legal actions and

affiliates and their respective directors, officers, employees and agents from and

fails for any reason), Carrier shall indemnify and hold harmless ND Paper and its

procure or maintain any insurance required of it hereunder (or such insurance

rights under the aforementioned insurance required of Carrier. If Carrier fails to

Carrier that may invalidate coverage to Carrier shall not prejudice ND Paper’s

Paper informing it of the same. Any errors, omissions or misrepresentations by

any cancellation in such coverage, Carrier shall provide written notice to ND

breach of this Agreement. Within five (5) business days of Carrier’s knowledge of

owner’s

advance of any cancellation. In the absence of such endorsement, it shall be the

the insurer provide ND Paper with not less than thirty (30) days’ written notice in

behalf of ND Paper. Carrier’s insurance policies shall be endorsed to require that

of certificates upon request by ND Paper, or upon request from a third party on

Certificates. Carrier will provide to ND Paper proof of such insurance in the form

(c)

in favour of ND Paper.

contained herein shall be endorsed to include the insurer’s waiver of subrogation

coverages

All

primary.

its

per occurrence combined single limit for bodily injury, including death

Motor Vehicle Liability insurance in an amount not less than $10,000,000

(ii)

Cargo;

purchase order value of such Cargo or the replacement value of such

All Risks Cargo insurance in an amount at least equal to greater of the

(i)

coverage in a form acceptable to ND Paper:

insurers and maintain during the term of this Agreement the following insurance

reliable

from

obtain

expense,

resulting therefrom, and property damage, covering all owned and non-

at

shall,

Carrier

Requirements.

Coverage

(a)

**Insurance**

17.

not made within that time period will be barred.

other party within fifteen (15) days after the beginning of any such delay. Any such claim

circumstances, and in any case must be made in writing by the party so claiming to the

claim of force majeure must be made as soon as possible under the prevailing

occurrence.

liability,

operations

and

insured and identify ND Paper as certificate holder, and include premises

additional

an

as

Paper

ND

name

shall

coverage

Such

per

$10,000,000

than

less

not

amount

an

in

coverage)

pollution

Commercial General Liability insurance (including sudden and accidental

(iii)

owned motor vehicles; and

**Risk of Loss and General Indemnity**

value or the replacement value of such lost or damaged Cargo.

or otherwise, Carrier shall pay to ND Paper the greater of the purchase order

unloading at the Mill Site(s), howsoever caused, whether by Carrier’s negligence

Site(s). In the event of any loss of or damage to the Cargo prior to [completion of]

providing the Services and until such time as the Cargo is unloaded at the Mill

deemed to have full care, custody and control of, the Cargo during the course of

Carrier will be fully responsible for any and all loss or damage to, and will be

(a)

(b)

19.

copies thereof.

earlier request, Carrier shall return to ND Paper all Confidential Information including any

**Information**”). Upon expiration or termination of this Agreement or upon ND Paper’s

belonging to or supplied by or on behalf of ND Paper (collectively, the “**Confidential**

Cargo)

of

specifications

and

Except as otherwise set forth in this Agreement, all claims will be dealt with in

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The following schedules form part of this Agreement:

**Schedules**

20.

accordance with the terms of this Agreement.

deliveries

(c)

of the terms of this Agreement.

during the performance of the Services or any breach by Carrier or its employees

negligent, grossly negligent, reckless or intentional act or omission of Carrier

nature (including legal fees and expenses) arising out of or resulting from any

losses, expenses, damages, costs, legal actions and demands of whatever

respective directors, officers, employees and agents from and against all claims,

Carrier shall indemnify and hold harmless ND Paper and its affiliates and their

Carrier’s

supplemental to and shall not supersede the terms and conditions set out in this

ND Paper, in whole or in part, shall be

or by a third party on behalf of

Agreement, and any proof or confirmation of compliance requested by ND Paper

compliance with all of the insurance coverage requirements set out in this

its

ensure

to

responsibility

Agreement.

the

is

It

certificates.

such

monitor

failure. ND Paper has no duty to confirm the existence of such insurance or to

and client basis) which would not have been suffered or incurred except for such

demands of whatever nature (including legal fees and expenses on a solicitor

18.

volumes,

to

relating

information

limitation,

or use any data, designs, drawings, specifications or other information (including, without

Except in the performance of this Agreement, Carrier shall not disclose to any third party

**Confidentiality**

being solely responsible for the sufficiency of its own insurance program.

are not intended to be a recommended insurance program for Carrier, the Carrier

under this Agreement. Further, the insurance coverage and limits set forth above

limit the liability of the Carrier (or its employees, agents, and subcontractors)

satisfy the minimum requirements of ND Paper and are in no way intended to

Liability. The insurance coverage and limits set forth above are designed to

(d)

ND Paper LLC

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

Email: [insert full email address]

Attention:

Suite 600, 1901 S Meyers Rd.

To ND Paper:

**Contractual Notices**

(ii)

E-mail: kirk.freeberg@us.ndpaper.com

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]

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[Select relevant Mill]

**Mill Invoices/Statements**

(i)

mail) to the party to which it is to be given as follows:

hereunder will be in writing and delivered by hand, courier or electronic mail (e-

Any notice, document or communication required or permitted to be given

(a)

CPOI dba ND Paper

**Notice**

21.

Schedule D – Key Performance Indicators and Targets

Schedule C – Fuel Surcharge

Schedule B – Fees

Schedule A – Cargo, Loading Site(s) and Mill Site(s)

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

Neither

Carrier

to

due

amount

any

of

Paper

ND

by

payment

under

(b)

employees of ND Paper shall accrue to Carrier or any employees of Carrier.

and ND Paper, on the other hand, and no employee benefits available to the

hereby created between Carrier or any employees of Carrier, on the one hand,

Services under this Agreement, and no employment or agency relationship is

Carrier shall be an independent contractor of ND Paper in the performance of the

(a)

**General**

provision, and the remaining provisions will remain in force and effect.

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default of the terms and conditions of this Agreement.

Paper has or shall have and shall not be deemed a waiver of any subsequent

conditions herein shall not be deemed a waiver of any rights or remedies that ND

Failure of ND Paper to insist upon strict performance of any of the terms and

(e)

22.

Invalidity of any provision of this Agreement will not affect the validity of any other

(d)

Time is of the essence of this Agreement.

(c)

Agreement.

Paper of any of the rights that ND Paper may have against Carrier under this

deemed to be an acceptance by ND Paper of the Services or a waiver by ND

Agreement nor acceptance by ND Paper of any deliveries of Cargo shall be

this

Telephone:

Attention:



ND Paper

And to:

Email:





Attention:



ND Paper

**Operational Events**

(iii)

document or communication will be deemed to have been given: (i) if

provided.

6(c), 7(b), and 13(a)), provided that written confirmation thereof is promptly

must be made by telephone in the case of notification under Sections 4(b), 6(b),

Unless otherwise provided herein, notification may be made by telephone (and

(b)

obtained by the sender.

delivery provided that an electronic confirmation of delivery has been

(ii) in the case of delivery by e-mail, on the next business day after

delivered by hand or courier on the next business day after delivery, and

advise by notice given in accordance with this section. Any notice,

or to such other address, or e-mail address as either party may in writing

Email:



Telephone:



Signature:

***[INSERT NAME OF CARRIER]***

Name:

Title:

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Title:

Convention on Contracts for the International Sale of Goods shall not apply to

this

executed

duly

have

parties

the

WHEREOF

WITNESS

IN

this Agreement.

Agreement

be in the State of Wisconsin or Maine [**select one]**. The United Nations

interpretation of this Agreement, and venue for any proceedings hereunder shall

The laws of Wisconsin or Maine [**select one]** shall apply to and govern the

(g)

agreement in writing signed by both of the parties hereto.

This Agreement may not be modified, amended or supplemented except by an

(f)

Name:

Signature:

**CPOI dba ND Paper**

Commencement Date.

the

of

as

**SCHEDULE A**

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

TTA002

**SCHEDULE B**

**FEES**

TTA002

**SCHEDULE C**

**FUEL SURCHARGES**

TTA002

[100%]

(f)

Billing Accuracy

[98%]

(g)

Services Failures

0-Complaints]

Equipment Availability

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.

TTA002

**SCHEDULE D**

**KEY PERFORMANCE INDICATORS AND TARGETS**

This Schedule D sets forth the key performance indicators and targets that apply to Carrier’s

7

performance of the Services.

(a)

[Driver Safety Infractions

0

(b)

On-time delivery

[98%]

(c)

On-time pick up

[100%]

(d)

Equipment Acceptability

[98%]

(e)