



Michigan Turkey Producers, LLC

TRANSPORTATION CARRIER PACKET

This Carrier Packet is part of the terms and conditions under which Carrier, either as a direct carrier or as a carrier engaged by a broker or third-party logistics provider, agrees to provide its transportation services to, or for the benefit of, Michigan Turkey Producers, LLC (“**MTP**”). The policies and procedures contained in this Carrier Packet are in addition to the obligations, terms, policies and procedures contained in the Transportation Agreement between MTP and Carrier. The information contained in this packet will assist the Carrier and the drivers of Carrier (“**Driver**” or collectively “**Drivers**”) in complying with MTP’s operational with respect to the transportation of MTP’s products.

Contents of Carrier Packet

- A. Contact Information (including Directions and emergency contact information)
- B. Company Security
- C. Loading Prerequisites
- D. Pallet Exchange Program
- E. General Onsite Rules of Conduct
- F. Outbound Loaded Trailer Policy
- G. Delivery Scheduling
- H. Detention, Late Arrival and Missed Appointments
- I. Overages, Shortages, & Damages
- J. Inbound Loaded Trailer Delivery Policies
- K. Carrier Agreement
- L. Invoicing
- M. Required Insurance Coverage
- N. MTP Credit Information

A. Contact, Address, and Hours of Operation Information of MTP.

Logistics/ Traffic Contact Information:

Toll Free Phone: 877-937-8597

MTP Phone: 616-245-2221

Fax: 616-475-4197

Mary Douthett ext.162 or direct dial 616-475-4188.

Jeff Vanderlind ext 138, Shipping/Receiving Manager

Justin Ford ext 138, 2nd Shift Shipping/Receiving Manager

Location of MTP facility:

Raw Plant

2140 Chicago Drive SW

Wyoming, Michigan 49519

S/R Ph: 1-616-245-2221 ext.149

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

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

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

After Hours Emergency. In case of an **Emergency** occurring during non-business hours, including weekends and holidays, the Carrier/Driver should call MTP at 616-245-2221 ext. 162 or ext. 188. If there is no answer, leave a message and someone will return the call promptly. The MTP Associate will review the emergency information and will provide appropriate instruction or take further action as necessary.

Directions. Directions to the Plant are included at the end of this Carrier Packet

B. Company Security. All Drivers must stop at the MTP guardhouse and present a picture ID to the MTP Security Associate in order to pass through the locked perimeter gate. While at the guardhouse, the MTP Security Associate will:

1. Inspect the inside of the trailer for cleanliness;
2. Document tractor/trailer number and time entry;

3. Document trailer box temperature; and
4. For inbound loads, inspect the trailer seal or lock.

Thereafter, the Driver must check in at the MTP Shipping Office. Drivers must comply with the following procedures for loading; failure to do so may result in delays in loading the trailer:

1. All Drivers must report to Shipping/Receiving before dropping a trailer on the premises of MTP. (Additional loading instructions will then be communicated).
2. All trailer doors must be closed and remain closed until backing into the dock door. If a trailer is parked with the doors open without a driver present, MTP will not load the trailer and will require that it be removed from the MTP premises and that it not be returned without first being washed out.
3. Reefer units must work, and be filled with fuel if dropped. If there are any issues the trailer will not be used, and MTP will reach out to the carrier to remove trailer from the property.
4. Drivers are not allowed to drop trailers outside the gate during normal business hours unless specifically authorized to do so by MTP.
5. All trailers spotted at the dock must have the trailer wheels chocked immediately.
6. Drivers must provide a load reference number (or purchase order number if that is all that's available) before the trailer is loaded.

C. Loading Prerequisites. Prior to any MTP product being loaded onto Carrier's trailer, the trailer must meet the following conditions:

1. Clean of any solids, debris, and any odors
2. No exposed insulation on the sidewalls inside or out .
3. Scuff liners must be secured properly to the walls.
4. No holes in the floor.
5. No wood floors allowed.
6. Rear doors must seal properly.
7. Trailer cannot have any bad odor.
8. Refrigeration unit must be able to maintain specified temperature.
9. Trailer must be cooled to the proper temperature prior to loading.
10. Reefer units must work, and be filled with fuel if dropped.

MTP is a USDA food grade facility with strict food safety policies. If any one of the above conditions is not met, MTP will not allow the trailer to be loaded and MTP will require that the trailer be removed from the MTP premises.

D. Pallet Exchange Program. MTP uses 40" by 48" GMA "B" pallets for all shipments unless specified by the Customer. Each Carrier is required to provide MTP, in exchange, with the same number of pallets as the number of pallets used in the load and, if the Carrier does not exchange an equal number of pallets, the Driver will be charged \$4.00 per pallet for each pallet not exchanged before loading; MTP accepts cash, ComCheck, etc., but MTP cannot accept personal checks. All pallets not meeting the pallet requirements identified below, will be rejected by MTP and returned to the Carrier. Carriers are requested to advise their Drivers of this policy prior to picking up a load and, when calling MTP customers for delivery appointments, please advise the customer of the number of pallets needed in the exchange.

“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.

E. General Onsite Rules of Conduct. While on the MTP premises, Drivers must comply with the following rules of conduct:

1. No smoking anywhere on the MTP premises.
2. No pets of any kind on the MTP Premises.
3. MTP has restricted access to all buildings on its premises. Only the Driver may enter the building to drop-off, check-on, or pick-up a load. No friends, team driver or family members will be allowed to enter any MTP building with the Driver.

F. Outbound Loaded Trailer Policies.

1. MTP associates will seal all loaded trailers including dropped trailers staged outside the fence for pick-up.
2. All loaded trailers must stop at the guardhouse when departing the MTP premises. An MTP Security Associate will verify that the seal number is correct and intact and will also record the trailer refrigeration unit temperature setting and actual trailer box temperature.
3. Unless instructed otherwise in writing by MTP, refrigeration units must be set according to the following:
 - a. Frozen loads set at “0” degrees F.
 - b. Mixed frozen and fresh loads set at “24” degrees F.
 - c. Fresh loads set at “28” degrees F.
4. MTP does not have 24-hour security on the premises during weekends or holidays to monitor outbound loaded trailers for temperature compliance and refrigeration unit failures.
5. The Carrier agrees to be responsible for any product loss due to theft or refrigeration unit failures when the Carrier’s trailer is located outside the fence.
6. 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.
7. 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.
8. If, for any reason, a Driver foresees arriving late at the Customer’s receiving location, the Driver/ Carrier must immediately contact the Customer and the MTP Traffic department.
9. Upon arrival at the destination receiving dock, under no circumstances is the Driver allowed to break the trailer seal except under direction from the Customer’s Receiving/ Security personnel. Because the Driver is hauling food products, the

law requires that the integrity of each and every load be maintained from pick-up to delivery.

10. MTP must be notified immediately if any Customer at any drop is attempting to refuse product or reject the load.
11. All Drivers will receive an outbound packet, which includes the following:
12. Multi-copy Customer Bill of Lading.
13. A seal for each delivery drop corresponding to the Bill of lading.
14. Weight sheets, if applicable.
15. Manifest cover sheet with stated refrigeration temperature setting.

G. Delivery Scheduling. Carrier shall schedule all delivery appointments prior to the delivery date. Delivery shall be scheduled for the delivery date listed on the load tender and shall be made according to the stop order specified by MTP. Any modifications to the delivery dates or scheduled stop order shall be agreed to by the Parties in advance and confirmed in writing.

H. Detention, Late Arrival, and Missed Appointment Fees.

1. To be entitled to compensation for detention or layover fees, and to avoid liability for fees or penalties imposed by consignees, Carrier shall meet the following conditions:
 - a. Load must arrive at the consignee location prior to the scheduled delivery time and in accordance with the terms of the written agreements between the parties with regard to temperature, trailer and product condition, and security requirements;
 - b. The appointment time, arrival time, and departure time must be documented by the consignee on the Bill of Lading and signed by the consignee;
 - c. Carrier must communicate to MTP Traffic Coordinators if they have been detained one hour past the scheduled delivery time and must continue to communicate with MTP Traffic Coordinators at a minimum of hourly increments until the Driver departs;
 - d. Carrier must reschedule deliveries for later stops on a multi-stop load that will be affected by the delay; and
 - e. The delay must not be the result of any other action or failure to take action on the part of Carrier.
2. If the conditions in Section 1, above, are met, MTP will reimburse for detention and layover fees as follows:
 - a. Detention fees will be reimbursed at the rate of \$50.00 per hour beginning **after** the first two hours of detention. Reimbursement will be calculated in quarter hour increments.
 - b. Layover fees will be reimbursed at \$250.00 per day when a load must be carried over into a second day due to unloading delays on the scheduled delivery date. Layover fees will not be reimbursed for deliveries that are scheduled over two days (e.g., a first stop in Atlanta, GA on a Tuesday with a second stop in Orlando, FL on Wednesday).
 - c. Layover and detention fees will be capped at a maximum of \$350.00 per day.

3. Carrier will be responsible for all late arrival fees, missed appointment charges, or other penalties charged by the consignee unless the condition in Paragraph A above are met.

- I. **Overages, Shortages, & Damages and Load Refusals.** Drivers must immediately report to the MTP Traffic Coordinators all overages, shortages, damages and a customer's refusal to accept a shipment. Failure to do so may result in Carrier's liability for subsequent losses charges back to the Carrier. All such reports should include the load number, the sales order number, purchase order number, item number(s), case count per item number, and case weights for each case if there is damage. All discrepancies in the shipment count must be confirmed by a recount of the shipment conducted jointly by the Driver and the customer.

Any instructions to dispose the shipment must be received from the MTP Traffic Coordinators.

- J. **Inbound Loaded Trailer Delivery Polices.** Any product being returned to MTP must be delivered to MTP in a sealed or padlocked trailer during transit and upon arrival at MTP locations. Upon arrival, an MTP Security Associate will complete an inbound return form to give it to the Driver. Drivers must not break the trailer seal unless instructed to do so by the MTP Shipping/Receiving Supervisor or Manager. Returned product delivered without a proper seal or padlock may become the Carriers' responsibility at the Carriers' expense. Company security gate entry rules apply and all inbound meat and supplies deliveries will be subject to Michigan Turkey Producers receiving and inspection policy.

- K. **Carrier Agreement.** The Carrier must sign the Carrier Agreement and initial each page of the Carrier Agreement agreeing to be bound by its terms and conditions prior to providing any transportation services for or on behalf of MTP. If Carrier has failed to sign the Carrier Agreement, Carrier will be deemed to have accepted its terms and provisions if Carrier provides transportation services to or for the benefit MTP.

- L. **Invoicing.**

All invoices must be sent to the following address:

Michigan Turkey Producers
1100 Hall Street SW
Grand Rapids, Michigan 49503

All invoices must include a copy of the signed Bill of Lading. To insure quick and proper payment, please include the following information on all invoices:

1. Carrier name and address.
2. MTP load number (mandatory).
3. Rate per mile or flat rate.
4. Total miles (see below).
5. Number of stops and cost per stop.

6. List from pick-up address to destination.
7. Fuel surcharge, if any.
8. Product unloading fees (include receipts from Consignee staff)
9. Detention fees (see Section H of this Carrier Packet)
10. Total amount of invoice
11. For inbound loads, include the MTP purchase order number.

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

In order to receive reimbursement for unloading or lumper fees, Carrier must: (i) allow unloading or lumping to be completed by the consignee's staff or the service company that the consignee uses; and (ii) submit copies of paid receipts with the Invoice.

M. Insurance Coverage. Carrier shall furnish MTP with Certificate(s) of Insurance evidencing the following minimal limits of insurance coverage: Commercial General Liability of One Million Dollars (\$1,000,000.00); motor vehicle (including hired and non-owned vehicles) of Seven Hundred Fifty Thousand Dollars (\$750,000.00); cargo damage/loss of One Hundred Thousand Dollars (\$100,000.00); workers' compensation with limits as required by law. Except for any higher coverage limits specified above, the insurance policies shall comply with minimum requirements of the FMCSA and any other applicable regulatory agency. MTP shall be named as a loss payee with respect to the cargo damage/loss insurance and each Certificate of Insurance shall indicate that the identified insurance coverage will not be modified or cancelled without first providing MTP with 30 days advanced written notice of such modification or cancellation. Carriers must email a copy of the Insurance Certificate to MTP on an annual basis to daveh@miturkey.com or maryd@miturkey.com.

N. MTP Credit Information.

See attached

[End of Carrier Packet; Carrier Signature Page Follows]

[Signature Page to Michigan Turkey Producers Carrier Packet]

The undersigned is an authorized representative of the Carrier and hereby acknowledges receipt of this Carrier packet and agrees to abide by its terms and provisions in performing transportation services for MTP.

Carrier: _____

Title: _____

Signature: _____ Date: _____

Directions to Plant

DIRECTIONS TO MTP RAW PLANT (CHICAGO DRIVE)

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.