



Marvin Keller Trucking, Inc.
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www.marvinkeller.com

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SERVICE TERMS

These are the terms on which Marvin Keller Trucking, Inc., shall provide service for its customers. Marvin Keller Trucking, Inc., shall provide service only on the following terms and conditions. These terms are posted at www.marvinkeller.com.

Tendering any shipment to Marvin Keller Trucking, Inc., is acceptance of and agreement to all the terms and conditions stated in these service terms. Marvin Keller Trucking, Inc., is sometimes referred to as "carrier" in these service terms.

(1) Rates will be agreed before service is provided and confirmed in writing or by fax, with transmission and delivery confirmed.

(2) ANY CHANGES IN THE SERVICE CONDITIONS AGREED UPON PRIOR TO ACCEPTANCE OF A SHIPMENT BY MARVIN KELLER TRUCKING, INC., WILL RESULT IN ADDITIONAL CHARGES.

(3) DELIVERY TIMES ARE NOT GUARANTEED. IF GUARANTEED DELIVERY TIME IS REQUIRED BY CUSTOMER, ADDITIONAL CHARGES WILL BE ASSESSED.

(4) Detention: Marvin Keller Trucking, Inc., allows 2 hours free time for loading and 2 hours free time for unloading. After 2 hours of free time, you will be charged \$65.00 per hour (or fraction of an hour) for each hour of detention in excess of the 2 free hours.

(5) In the continental United States, the liability of Marvin Keller Trucking, Inc., for loss of or damage all or any part of any shipment is limited to a maximum of 50 cents per pound per article, up to a maximum of \$100,000.00 (one hundred thousand dollars) per shipment. If you want or need additional valuation, you must (a) advise us, in writing, in advance of the valuation for that shipment, (b) write that valuation on the bill of lading and fax us a copy of the bill of lading, and (c) pay an additional valuation charge of \$5.00 per \$100.00 of valuation.

(6) If there is a conflict between any of these terms and conditions and the terms or conditions in any other document (including a bill of lading prepared by the shipper, the consignee or another party or any other fax or other document) covering any shipments transported by Marvin Keller Trucking, Inc., these service terms and conditions shall control and shall supersede any conflicting terms and conditions in those other documents. This condition will apply even if that other document is prepared after you receive this term sheet, unless Marvin Keller Trucking, Inc., agrees to waive the conflicting term in writing.

(7) If you tender any shipment to Marvin Keller Trucking, Inc., and/or accept all or any part of a shipment transported by Marvin Keller Trucking, Inc., you agree to be bound to all of the terms and conditions stated in these service terms and you agree to pay all applicable charges, costs, fees (including attorneys' fees) and expenses applicable to the shipment.

(8) Marvin Keller Trucking, Inc., shall not be liable for the delay, loss of or damage to any part of any shipment when that delay, loss or damage is caused by the act of God, the public enemy, the authority of law, or the act or omission of a person or entity other than carrier or broker, the inherent vice or defects of the goods shipped, natural loss or shrinkage, or as a result of any other cause or condition beyond the reasonable control of Marvin Keller Trucking, Inc.

(9) If, for any reason beyond the control of Marvin Keller Trucking, Inc., Marvin Keller Trucking, Inc., is not able to deliver the shipment or any part of it at the time and place agreed to, carrier's liability for the shipment shall be that of a warehouse only. Marvin Keller Trucking, Inc., in its discretion, may keep the shipment or any part of it on its vehicle or store it somewhere else. In either case, reasonable storage charges will be assessed until shipment is delivered, and carrier shall each have a lien on any such shipment for any charges described in this load confirmation, and may enforce that lien in any manner allowed by law. Marvin Keller Trucking, Inc., is not responsible for and will not pay or allow deduction of any amount from its payments as a fine or penalty for late deliveries.

(10) As a condition precedent to recovery, claims must be filed in writing with carrier within 9 months after delivery of the

shipment described in this load confirmation, or, in case of failure to make delivery, then within 9 months after a reasonable time for delivery has elapsed. Lawsuits on such claims shall be instituted against carrier only within 2 years and 1 day from the date of notice in writing given by carrier to the claimant the claim has been disallowed, either in whole or in part. Where claims are not filed or suits are not instituted on those claims in accordance with these provisions, carrier will not be liable for any such claim, and such claims shall not be paid.

(11) No claim for loss of or damage to a shipment or part of a shipment will be accepted or processed unless and until all freight charges applicable to that shipment have been paid in full. In the event that a claim is filed on a shipment for which full freight charges have not been paid, that claim will be deemed to be declined as of the date on which it is received by carrier or broker.

(12) When a shipment or part of it which has been transported by Marvin Keller Trucking, Inc., is refused by a consignee, and if shipper or consignor does not give broker or carrier other delivery or handling instructions within 72 hours of notice to shipper or consignor that the shipment has been refused, the shipment may be sold or otherwise disposed of in any way allowed by law. The proceeds of any sale shall be applied to payment of the Carrier's charges (including all costs, expenses, fees and attorneys fees provided for under any section of this load confirmation), storage, and any other charges and expenses arising out of or connected with the sale of the goods, and other costs, fees and expenses incurred to care for or maintain the goods. Any remaining balance will be paid to the actual owner of the goods.

(13) Broker (if any), shipper, consignor and consignee shall be absolutely responsible and liable, jointly and severally, for all charges, expenses and fees (including attorneys's fees) for all services provided by Marvin Keller Trucking, Inc. Shipper, consignor and consignee shall be so liable even if another person or entity is directed to receive the initial invoice for services described in this load confirmation. Delivery of a shipment may be refused if broker or carrier reasonable deems itself insecure as to payment or shipper, consignor or consignee do not provide reasonable assurances that it will receive full payment for charges, expenses, fees and services. If the contracting party fails or refused to pay the applicable charges, costs, expenses and fees (including attorneys' fees), Marvin Keller Trucking, Inc., may invoice and collect those fees from any other party to the shipment, including consignor, consignee, broker, forwarder, and bill to 3rd party.

(14) With respect to insurance coverages, Marvin Keller Trucking, Inc., does not agree to any waiver of subrogation, nor will Marvin Keller Trucking, Inc., make any other person or entity an additional insured on any of its insurance policies or provide for such terms in any other way. No waiver of subrogation clauses, additional insured clauses, hold harmless or indemnity terms, or other similar or related provisions will be recognized, effective or binding on Marvin Keller Trucking, Inc.

(15) If full payment of all charges due to Marvin Keller Trucking, Inc., has not been made within 30 days of date of invoice, a finance charge of 1.5% will be assessed each 30 days, or fraction thereof, that the invoice remains unpaid.

(16) If full payment of all charges has not been made within 60 days of the date of invoice, any party responsible for payment of those charges will be invoiced and will be responsible for payment of attorneys' fees, court costs, expert witness fees, and any other costs, fees and expenses incurred in connection with the collection of any amount due, including both pre-judgment and post-judgment collection proceedings.

(17) Marvin Keller Trucking, Inc., shall have a lien on the goods on each shipment transported by Marvin Keller Trucking, Inc., for any and all payments owed to Marvin Keller Trucking, Inc., INCLUDING CHARGES FOR PRIOR SHIPMENTS TRANSPORTED OR SERVICES PERFORMED BY MARVIN KELLER TRUCKING, INC., ON WHICH CHARGES HAVE NOT BEEN PAID.

(18) All parties waive the exchange of original documents and agree that, in consideration of the convenience to both parties, they will be bound to faxes (with transmission and delivery confirmed) exchanged between them as an adequate substitute for the exchange of original documents.

(19) Tender of any shipment(s) to Marvin Keller Trucking, Inc., is an agreement to all of these terms and conditions, even if the document is not signed and returned by the other party.

(20) Marvin Keller Trucking, Inc., reserves the right to change these terms and conditions at any time, without notice. Terms and conditions in effect on the date shipment is tendered to Marvin Keller Trucking, Inc., shall control that shipment.