



301 Airport Road, North Aurora, IL 60542

Cherry Logistics Solutions is pleased to offer you the following pricing and quantities of Bulk Rock Salt, for the 2011-12 winter season. To confirm and accept this quotation, please sign the acceptance and return (e-mail or fax) by the date shown above.

**Pricing**

Pricing is in effect through April 30, 2012 for the tonnage shown below. (See Terms and Conditions) Any delivered prices are based upon full truckloads, specific for the delivery address shown below. Pick-Up price is based on a minimum 20 ton order.

Price per Ton: \$ \_\_\_\_\_ Pick-up @  
\$ \_\_\_\_\_ Delivered to: \_\_\_\_\_

Tonnage Estimate: \_\_\_\_\_ Tons

**Bagged De-Icer**

Price per Bag: \$ \_\_\_\_\_ Delivered to: \_\_\_\_\_  
Pallet (6 min)

Cherry Logistics Solutions agrees to supply up to 100% of the committed tons, and the Customer guarantees to purchase 80% of the committed tons during the term of this contract. (Subject to national Fuel Sur-Charge rates above 4.00)

Purchases are subject to Terms and Conditions on the back of this form.  
Reason for change: \_\_\_\_\_

First order must be taken by 11/15/2011. Fifty (50) per cent of commitment must be delivered by 12/31/2011.  
Balance of commitment must be delivered no later than 01/31/2012.

**To Place Orders**

**Cherry Logistics Solutions**  
Phone: **630-859-3308** 7:00 – 4:00 CST Monday - Friday  
Fax: **630-859-1879**  
E-Mail: [productsolutions@cherrylogistics.com](mailto:productsolutions@cherrylogistics.com)

**Confirm Account Information**

Please review your account information and make any changes below.

**Mailing Address:**

\_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Delivery Address**

\_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Acceptance**

I accept Cherry Logistics Solutions' price for the 2011-12 winter season and will purchase a minimum of 80% of the committed tons listed. (Subject to National Fuel Sur-charge rates above \$4.00)

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Please make a copy of this Quote form for your records.  
This is your confirmation.

1. All orders are subject to the conditions set forth hereon, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.
2. This price quotation does not include sales, use, or any other taxes, which will be added to the price, if applicable.
3. Terms of payment are net thirty (30) days (subject to Credit Department approval). The Seller reserves the right to charge a one and a half percent (1½%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of the invoice.
4. Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the Seller.
5. All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within ten (10) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.
6. Seller warrants the material sold hereunder is suitable for ice control only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. Delivered prices are based upon full truckload. Shipments are made in dump trucks carrying 20-25 tons and normally delivered within 3 days. Exceptions to truck minimums
8. Customer requests above the reserved tonnage are subject to product availability and pricing changes.
9. The SELLER reserves the right upon notice to BUYER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoice prices of such shipments and inclusive of all freight.