



DOUBLE ACE CARGO, INC. MASTER SERVICE AGREEMENT

Unless otherwise agreed in a signed bilateral contract, this Master Services Agreement, together with applicable Specific Service Terms and Conditions by mode or service set forth on Double Ace Cargo, Inc.'s, web site, incorporate the entire agreement between Double Ace Cargo, Inc. (and its affiliates) and its Customer for any of the logistics services or multimodal transportation identified herein.

DEFINITIONS.

- (a) "Company" shall mean Double Ace Cargo, Inc., its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

Double Ace Cargo, Inc. agrees to arrange for ocean, air and surface (e.g., motor carrier) transportation and/or warehousing of the goods using qualified carriers and subcontractors subject to approval by Customer.

CARGO INSURANCE

The Customer understands and agrees that ocean, air and surface (e.g., motor carrier) transportation and/or warehousing rates do not include insurance or other

compensation for loss, other than as expressly provided in the applicable contract for carriage or warehousing. Accordingly, the Customer agrees that in the event it desires coverage for total loss, it will obtain insurance in excess of the limited liability limitations published herein or otherwise agreed to in writing, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (or and on behalf of such insurance carrier).

HIGH VALUE CARGO SPECIAL SECURITY ARRANGEMENTS

Double Ace Cargo, Inc. understands that Customer will require transportation of high value cargo subject to unusually high risk of theft during surface transportation. Accordingly, when requested by Customer in writing, Double Ace Cargo Inc. will require any domestic motor carrier (i.e., trucker) used to transport Customer's merchandise to employ a police escort, team of drivers or GPS tracking as specified by Customer.

For air shipments, when requested by Customer in writing, Double Ace Cargo Inc. will request that the cargo be stored in a security cage.

TERM OF AGREEMENT AND TERMINATION

The terms of this Agreement shall apply commencing upon the execution of same by the parties or upon Customer's request for services and Double Ace Cargo Inc.'s acceptance of same whichever comes first. This Agreement shall remain in force thereafter until terminated in writing by either party on 5 days written notice.

RATES AND PAYMENT

Double Ace Cargo Inc. shall charge rates for services inclusive of charges payable to its retained service providers which will be made available to customer upon request at time of the customer's service request.

PAYMENT TERMS

Customer shall pay for all charges applicable to services rendered without setoff within 10 days from date of invoice. Any objection to the rates and charges for services rendered must be submitted in writing within 10 days of receipt of invoice or shall be waived. If Customer fails to make payment when due, Customer shall pay Double Ace Cargo Inc. a late fee equal to \$150.00 onetime plus interest of 1½% of the total past due amount per month until payment is made in full or any part thereof or the maximum allowed by applicable law, whichever is less. Customer shall pay \$100.00 fee for not collected checks for insufficient funds, credit card chargebacks and ACH reversal. Invoices not paid within 30 days of receipt will be subject to collection fees in the amount of 35%. All charges are exclusive of applicable federal, state or local sales use, excise or similar taxes and Customer shall pay directly to reimburse Double Ace Cargo Inc. for all taxes incurred as a result of the services provided. Payment shall be made in U.S. Dollars.

LIEN

Double Ace Cargo Inc. and its service providers shall have a contractual lien on any cargo in its possession or the possession of its service providers for the payment of

freight charges past and present which may be exercised in the event of customer's default.

SERVICES

By customer's tender of goods to Double Ace Cargo Inc. Customer agrees to the terms of this Agreement, mode specific service terms and documents incorporated by reference. Customer understands that from time to time Double Ace Cargo Inc. may change its terms and conditions through website notice. At Double Ace Cargo Inc.'s election, Customer will be notified of such changes by electronic mail or by posting of changes on its website. If customer initiates any service after the date of such change, then by such initiation of such services, customer indicates acceptance and agreement with the terms and conditions then in effect.

Hazardous Materials

Customer and/or the consignor warrants that all shipments shall comply with all applicable hazardous materials rules and regulations for the applicable mode of transport and all other health, safety and security regulations. All shipments shall be properly packaged, marked and labeled and clearly identified. No dangerous goods shall be tendered to Double Ace Cargo Inc., handling or storage without prior written agreement of Double Ace Cargo Inc. Customer agrees that Double Ace Cargo Inc. is authorized to inspect and screen all cargo, rejecting and returning at Customer's expense any shipment tendered to it in violation of the warranties contained herein. Double Ace Cargo Inc. and its retained service providers reserve the right to open, inspect and re-seal any cargo tendered pursuant to this MSA without incurring fine or liability. This right shall be exercised upon probable cause or as required by applicable safety and security regulations and requirements.

Customer and/or consignor shall indemnify and hold harmless Double Ace Cargo Inc. and all service providers from any liability, loss, damage, fine or suit arising from breach of the warranties set forth herein.

ADDITIONAL CUSTOMER WARRANTIES

Customer warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to all terms and conditions in this contract. Customer shall indemnify and hold harmless Double Ace Cargo Inc. and its service provider from any liability or claim (including cargo) brought by the beneficial owner or its insurer which exceeds the contractual undertakings of Double Ace Cargo Inc. and its service providers as set forth herein and in the applicable specific service terms and conditions.

Customer, shipper and consignee shall be jointly and severally liable to pay and indemnify Double Ace Cargo Inc. for all costs, including but not limited to, claims, fines, penalties, and attorneys' fees incurred by Double Ace Cargo Inc. by reason of any violation of these Service Conditions.

COMPLETE AGREEMENT

This Master Services Agreement and Terms and Conditions contain the entire Agreement between the parties and in the case of conflict between this Agreement and any shipping document, tariff or other document issued by Double Ace Cargo,

Inc., its service provider or third parties, this Agreement and more specific Service Terms and Conditions shall control. No employee or service provider of Double Ace Cargo, Inc. shall have the power to waive or vary any of the contract terms and conditions of this Agreement unless a duly authorized officer of Double Ace Cargo, Inc., in writing, has specifically authorized such waiver or variation.

VENUE AND JURISDICTION

This Agreement shall be governed by general principles of federal transportation law except to the extent waived by inconsistent provisions herein and the laws of the State of Florida (see 49 U.S.C. 14101(b)). The parties agree that venue and jurisdiction shall lie in the applicable federal or state court for Miami, Florida. Customer agrees to submit to personal jurisdiction of such courts and hereby waives any jurisdictional venue or *forum non conveniens* objections to such courts.

ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer." In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. **Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier or a warehouse.

2. The Duties of the Company when acting as Agent are as follows:

- a. The Company shall procure the Services from third parties in the name, and on behalf of, the Customer.
- b. There shall exist a direct relationship between the Customer and those third parties.
- c. The Company shall be permitted to act in any reasonably necessary manner and shall perform its duties using a reasonable degree of care and diligence.
- d. The Company shall perform its services within a reasonable time, taking all reasonable steps to perform the transaction in accordance with the Customer's instructions.
- e. The Company shall be permitted to depart from any instruction from the Customer if the Company deems it necessary to do so in order to protect the Customer's interests.
- f. The Company shall seek further instructions from the Customer if it becomes impossible at any time for the Company to fulfill its duties.

The Duties of the Company when acting as Principle are as follows:

If the Company itself performs any of the Services for the Customer and it does not issue a bill of lading, air waybill or other contract of carriage, or if the Company retains third parties in its own name to perform any of the Services to be provided, then the following provisions shall apply:

- a. The Company shall decide the means, route and procedure to be followed for the shipment of the goods.
- b. Subject to the limitations contained in Paragraph 10 hereinafter, the Company accepts liability for the loss of or damage to the goods taken into its charge.
- c. The Company shall perform all Services in a reasonable and workmanlike manner.
- d. If neither the Customer, the consignee nor any other party authorized takes possession of the goods at the time their intended delivery, then the Company shall be entitled, at the Customer's expense, to store the goods at any public or private warehouse. The liability of the Company shall cease once it has delivered the goods to such warehouse.

3. Duties of the Customer:

- a. The Customer warrants that it is either the owner or the authorized agent of the owner of the goods.
- b. The Customer authorizes the Company to contract in the name of the Customer with third parties to perform any or all of the Services on behalf of the Customer.
- c. The Customer shall provide a full and accurate description of the goods to be transported.
- d. Except where the Company is instructed to do so, the Customer shall properly pack, stow and prepare the goods in a manner suitable and appropriate for shipment by any mode of transport.
- e. The Customer shall mark the goods and the outside packaging as required by any laws or regulations which may be applicable while the Services are being provided.
- f. The Customer shall pay all freight charges, duties, or other sums connected with the handling and transportation of the goods.
- g. The Customer shall pay to the Company all sums immediately when due, without reduction or deferment on account of any claim.
- h. The Customer shall remain responsible for the payment of all charges when the Services are to be provided upon instructions to collect freight, duties, charges or any other expenses from another.
- i. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to pay all charges or other sums due promptly on demand.
- J. The Customer shall not deliver any goods which are dangerous, flammable, radioactive, or hazardous except under special arrangements in which prior notice is given to the Company.
- k. The Customer shall not deliver any bank notes, bonds, negotiable instruments, securities, bullion, coins, precious stones, jewelry, valuables, antiques, human remains, livestock or plants except under special arrangements in which notice is given to the Company.
- l. The Customer shall advise Company if any goods are liable to taint or affect other goods.

4. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 270 days of the event; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of ocean transportation, within 270 days from the date of the loss;**
- (ii) For claims arising out of air transportation, within 270 days from the date of the loss;**
- (iii) For any and all other claims of any other type, within 270 days from the date of the loss or damage.**

5. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

6. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

7. Reliance On Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to

steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

8. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

9. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

10. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs business, \$50 per shipment or transaction, or

(ii) where the claim arises from activities relating to "Customs business," \$50 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less.

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

11. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

12. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further

agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

13. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

14. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18 % per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

15. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

16. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

17. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

18. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

19. Force Majeure. Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disorder, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or FORWARDER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

20. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

21. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Florida without giving consideration to principles of conflict of law. Customer and Company:

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Florida;

(b) agree that any action relating to the services performed by Company shall only be brought in said courts;

(c) consent to the exercise of *in personam* jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

22. ENTIRE AGREEMENT This Agreement, including all Appendices, Exhibits, and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

DOUBLE ACE CARGO, INC.

CUSTOMER

Signed

Signed

Print Name

Print Name

Title

Title