

MIG EXPRESS LLC. - SERVICE TERMS AND CONDITIONS

MIG EXPRESS LLC, a licensed property broker, undertakes to arrange for the surface transportation in interstate commerce of shipments utilizing a network of selected and qualified Transportation Service Providers ("TSP" or "carriers"). The transportation is furnished by carriers selected by and under contract with MIG EXPRESS LLC.

The following Service Terms and Conditions are applicable to the transportation of any shipment tendered to MIG EXPRESS LLC. for movement by one or more of its contracted carriers.

APPLICATION OF SERVICE CONDITIONS

If there is a conflict between these Service Terms and Conditions and the terms and conditions on any other shipping document, these Service Terms and Conditions will control. These Service Terms and Conditions supersede all previous Service Terms and Conditions and other prior statements concerning the rates and conditions of MIG EXPRESS LLC. service. MIG EXPRESS LLC. reserves the right, from time to time, to modify, amend or supplement its rates, features of service, products and Service Conditions without notice. Copies of current Service Terms and Conditions may be obtained by contacting MIG EXPRESS LLC. and on its website at www.MIGExpress.com. Rates and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered and the application of the Service Terms and Conditions herein. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and Service Terms and Conditions applicable to MIG EXPRESS LLC. service will be controlled by the MIG EXPRESS LLC. Service Terms and Conditions, as modified, amended or supplemented by MIG EXPRESS LLC. from time to time. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED. Monetary amounts stated in these Service Conditions refer to U.S. dollars.

OTHER BILLS OF LADING OR SHIPPING DOCUMENTS

Any bill of lading or shipping document which is inconsistent with the transportation contract and receipt for goods published in these Service Terms and Conditions shall be executed for convenience only and shall be invalid to the extent it conflicts with the terms and conditions. Driver employees of MIG EXPRESS LLC's qualified service providers are not authorized to bind MIG EXPRESS LLC. or its carriers to different terms and conditions.

DEFINITION OF PARTIES

"Shipper" means any and all entities tendering shipment to MIG EXPRESS LLC. for carriage, including entities physically tendering shipment and entities on whose account shipment is to be made. "Shipper" means the person or entity with whom the shipment originates, and whose name is listed on the Bill of Lading as the Shipper, and includes the Shipper, Consignor and their agents, servants and employees, and any other person or entity having or claiming an interest in or beneficial ownership in a shipment. As used herein, "shipper" shall include, but is not limited to, air freight forwarders, property brokers, surface forwarders / consolidators, customs brokers, and other logistics providers who tender shipments to MIG EXPRESS LLC. Regarding all shipments tendered by any Shipper as defined above, the shipper represents that it has the authority to enter into this agreement on behalf of its customer and warrants that it is the disclosed agent of its customer.

The term "Customer" as used herein shall include any shipper, air freight forwarder, property broker, surface forwarder/consolidators, customs brokers, or other third party tendering shipments to MIG EXPRESS LLC. Where any intermediary, other than the beneficial owner of the freight, tenders shipments to MIG EXPRESS LLC., such intermediaries shall be the disclosed agent of the beneficial owner of the goods and the term "Customer" shall include its principal.

MIG EXPRESS LLC., Inc. is a licensed property broker authorized to arrange for surface transportation, utilizing a network of motor carriers and cartage agents under continuing contract with it.

The term "Carrier" or "Carriers" as used herein shall mean the independently owned and operated motor carriers and other qualified service providers under contract with MIG EXPRESS LLC. into whose care, custody and control shipments shall be tendered by MIG EXPRESS LLC. subject to these service conditions.

CUSTOMER AND SHIPPER WARRANTIES

Any party tendering shipments to MIG EXPRESS LLC. which is not the beneficial owner of the goods represents and warrants to MIG EXPRESS LLC. that it is authorized by the beneficial owner, shipper or consignee to be named on the bill to tender the shipment to MIG EXPRESS LLC. and to bind its principal to the terms and conditions of these Service Conditions. Any such customer, when tendering cargo to MIG EXPRESS LLC., further agrees to indemnify and hold harmless MIG EXPRESS LLC. and its TSP (including cartage agents, motor carriers, and other independent contractors) from any claim that it lacked authority to bind its principal to the terms and conditions set forth herein, including limitations of liability.

LIABILITY FOR FREIGHT CHARGES

Subject to its sole discretion, MIG EXPRESS LLC. shall extend credit to qualified customers and may by agreement initially bill an intermediary, the named consignor, or the named consignee on the air waybill. All freight charges shall be paid within 30 days of invoice without offset. Invoices not paid within 30 days shall be subject to interest at the rate of 1 ½% per month until paid. If collection efforts are required by MIG EXPRESS LLC. to collect any amount due, collection fees at the rate of one-third or \$300, whichever is greater, shall apply.

MIG EXPRESS LLC. does not employ other intermediaries as its agents to solicit shipments and bills such parties as a disclosed agent of the shipper who guarantees payment upon default of its disclosed agent. MIG EXPRESS LLC. acquires recourse to the consignor and consignee under the shipping documents in the event freight charges are not paid.

MIG EXPRESS LLC. reserves the right to demand prepayment of charges.

MIG EXPRESS LLC. reserves the right to demand prepayment of charges by bank check or money order on any shipment. A \$25.00 fee will be applied for any check that is dishonored due to insufficient funds or incorrect or insufficient signature of the drawer.

Send remittance to:
MIG EXPRESS LLC.
{INSERT CORRECT PAYMENT MAILING ADDRESS HERE}

MIG EXPRESS LLC. shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on all shipments in its possession tendered by the shipper, and not limited to a specific lien on shipments for which charges are due. Enforcement of liens may be on any commercially reasonable terms.

MIG EXPRESS LLC. WARRANTIES

Broker warrants to Shipper that it will retain qualified motor carriers which meet the following criteria: (a) Carrier shall have all risk cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than \$750,000 as required by federal regulations (BMC-91X on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall provide certificates of insurance upon request; (e) Carrier be authorized by U.S. DOT to provide proposed services; (f) With respect to air cargo, all carriers have subscribed to a uniform safety and security protocol; (g) Upon payment of freight charges to it, MIG EXPRESS LLC. warrants that all third party carriers will be paid in full.

WEIGHTS AND MEASURES

Unless specifically otherwise agreed to in writing, MIG EXPRESS LLC. retains the right to re- weigh and/or measure, for the purpose of applying correct charges, any shipment(s) at any time while in MIG EXPRESS LLC.'s custody and control, and to collect the appropriate charges without first advising, reporting back to, pre-alerting, or otherwise notifying the Shipper, Consignee or other interested party. MIG EXPRESS LLC. reserves the right to assess transportation charges based on volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 194 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, transportation charges for the shipment are based on the dimensional weight.

CARGO LOSS OR DAMAGE

Liability for loss or damage applicable to MIG EXPRESS LLC. and its carriers:

MIG EXPRESS LLC. arranges for transportation of all surface moves which may be governed by 49 U.S.C. '14706 and for movements having a prior or subsequent movement by air and other shipments which are exempt from federal statute. As is customary in the industry, MIG EXPRESS LLC. follows simplified rating procedures predicated upon a release rate evaluation of 50 cents per pound per article. Unless otherwise noted and agreed to in writing, this limit of liability shall apply to all shipments tendered to MIG EXPRESS LLC. and shall limit MIG EXPRESS LLC.'s liability/

In order to ensure strict compliance with surface transportation statutes, MIG EXPRESS LLC's customers are allowed to choose an alternative higher limit of liability by contacting MIG EXPRESS LLC.

In the absence of declared value, the liability of MIG EXPRESS LLC. and its transportation service providers shall be 50 cents per pound for that part of the shipment damaged or lost, but not less than \$50.00 per shipment. The weight used to determine the limit of liability shall be the same that is used to determine the freight charges of the shipment. Higher cents per pound rates are available. A shipper may declare a higher released evaluation of no greater than \$5.00 per pound in writing, at or before pickup of shipments. In that event, Shipper shall pay an increased evaluation surcharge equal to \$.01 per pound for every \$.10 per pound of increased evaluation over the standard release rate (50 cents per pound), in addition to standard rates and charges provided herein. Higher Per Shipment Evaluation Rates. A shipper may declare a higher released evaluation for a shipment of not to exceed \$100,000 per shipment in writing at or before pickup without special corporate approval. In addition to standard rates, shipper shall pay \$.50 for every \$100 of additional evaluation over \$.50 per pound.

Any shipment with a declared value of in excess of \$25,000 which is inadvertently accepted without prior written approval of a MIG EXPRESS LLC. corporate officer will be released to a maximum of \$2.50 per pound or \$25,000 per shipment, whichever is less, and subject to the surcharge provided for herein.

In the absence of proof of the weight of any damaged or lost article, claims will be adjusted by dividing the weight of the shipment by the number of articles shipped.

REASONABLE DISPATCH

No time is fixed for the completion of carriage, and neither MIG EXPRESS LLC. nor its carriers shall be liable for any loss or damage caused by failure to commence or complete carriage within a certain time. MIG EXPRESS LLC. and its carriers assume no obligation to carry goods over any particular route. MIG EXPRESS LLC. and its carriers assume no obligation to carry the goods in any particular vehicle, and are authorized to select alternate means of transportation and deviation from route without liability.

NO SPECIAL OR CONSEQUENTIAL DAMAGES

Neither MIG EXPRESS LLC. nor its carriers shall have any liability for any special or consequential damages. Shipments which do not have a prior or subsequent shipment by air shall be governed by the Carmack Amendment, 49 U.S.C. section 14706 and the released rate provisions contained herein shall be construed as complying with the notice, election of rates and other requirements of Federal transportation law.

CLAIMS HANDLING-TIME LIMITS AND PROCEDURES

Cargo claims for loss or damage of surface transportation moves must be filed within 9 months in accordance with 49 C.F.R. 370. The statute of limitation for filing suit shall be 2 years and 1 day after issuance of written denial. For shipments having a prior or subsequent movement by air, the deadline for instituting suit shall be 1 year after the claim is denied in whole or in part. All claims should be sent to MIG EXPRESS LLC. in writing at {INSERT APPROPRIATE CLAIMS MAILING ADDRESS HERE}. Service upon MIG EXPRESS LLC. shall be considered as service upon its carrier in possession and control and MIG EXPRESS LLC. will provide claims administration services for its network of carriers. No

claims shall be considered and no claims shall be paid unless and until all transportation charges have been paid and customer agrees that cargo claims cannot be offset against freight charges. General principles of federal transportation law shall apply and any action against MIG EXPRESS LLC. shall only be brought in State Court or Federal Court (where applicable) having jurisdiction in Palm Beach County, Florida.

Where a forwarder, broker, or logistics provider tendering traffic to MIG EXPRESS LLC. has agreed to higher limits of liability with its shipper, in tendering shipments to MIG EXPRESS LLC., it agrees that the maximum liability of MIG EXPRESS LLC. and its carriers shall not exceed the released rate limitation set forth herein and that it will indemnify and hold harmless MIG EXPRESS LLC. and its carriers from all claims, including attorney's fees in the event that amounts greater than agreed to herein are sought.

EXCEPTIONS FROM LIABILITY

Without waiver of any other provision of these terms and conditions, MIG EXPRESS LLC. and its carriers shall not be liable for any damage or loss of any nature caused by (i) acts of God, public enemy, or public danger incident to a state of war; (ii) any default of the shipper or consignee; (iii) the nature of the shipment, or any defect, characteristic or inherent vice of the shipment; (iv) violations by the shipper or consignee of any conditions of these terms and conditions; (v) compliance with laws, governmental regulations, orders or requirements of any jurisdiction; or (vi) any other cause beyond the control of MIG EXPRESS LLC..

MISCELLANEOUS TERMS

If any provision or provisions of these terms and conditions shall be unenforceable, all remaining provisions shall remain, and the parties bound to them.

These terms and conditions may be changed without notice, and the effective version of these terms and conditions shall be as posted at www.MIGExpress.com, and shall also be available upon request. The version of these terms and conditions in effect as of the date the shipment is tendered to MIG EXPRESS LLC. shall be the applicable version.

The MIG EXPRESS LLC. website at www.MIGExpress.com is for the convenience of MIG EXPRESS LLC. customers, and shall be subject to its terms of use.

Acting as a disclosed agent of its customers, MIG EXPRESS LLC. agrees to arrange for transportation using its network of qualified service providers under contract with it (hereinafter referred to as "Carriers"). The service terms and conditions set forth the entire agreement between the customer on the one hand and, on the other, MIG EXPRESS LLC. and its network of carriers.