

FREIGHT FORWARDING CONTRACT

This Agreement is entered on _____ between AIR GROUND LOGISTICS, INC. (referred to as "AIR GROUND"), an Illinois corporation whose address is 754 Foster Ave., Bensenville, Illinois 60106, and _____ (referred to as "SHIPPER"), a(n) _____ (corporation)(limited liability company) whose business address is _____.

SHIPPER requires transportation of the commodities from and to the points described in this Contract.

AIR GROUND is a freight forwarder that has the ability to provide the services described in this Contract.

SHIPPER and AIR GROUND propose to enter this Contract, under which AIR GROUND will be responsible for transportation of SHIPPER's commodities from and to the points specified in this Contract, for the prices and subject to the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants between them, SHIPPER and AIR GROUND hereby agree as follows:

1. TRANSPORTATION. AIR GROUND agrees, as a freight forwarder, to provide transportation services for SHIPPER for the commodities listed in Exhibit 1 to this Contract, at the prices specified in that Exhibit. Exhibit 1 may be amended from time to time by mutual agreement of the parties and, as so amended, shall be incorporated into this Contract. AIR GROUND will provide that service as a freight forwarder (as that term is defined in the Interstate Commerce Act, as amended), and/or as the term freight forwarder may be in general commercial use, and/or as an indirect air cargo carrier ("air freight forwarder") as that term is defined under the Federal Aviation Act of 1958.

2. SERVICES. AIR GROUND agrees to provide service suitable for SHIPPER's requirements; provided, however, that AIR GROUND shall not be required to furnish services other than the services described in Exhibit 2 to this Contract.

3. TERM. The initial term of this Contract shall begin on the date stated above shall continue for a period of one (1) year. Thereafter, this Contract shall be renewed automatically for successive additional terms of one (1) year each, unless either party gives the other party written notice of cancellation of the Contract at least sixty (60) days prior to the last day of the then-current term.

4. AIR GROUND'S TARIFF. The terms of the tariffs published by AIR GROUND are incorporated into this Contract by reference, as if fully stated in this Contract. In the event of a conflict between the terms of any tariff and the terms of this Contract, the terms of this Contract shall control. The terms of any bill of lading issued or accepted by AIR GROUND are incorporated into this Contract by reference, as if fully stated in this Contract. Unless otherwise specifically agreed between the parties in writing, in the event of a conflict between the terms of any bill of lading or other shipping document issued by AIR GROUND and the terms of this Contract, the terms of this Contract control, even if the bill of lading or shipping document was issued or accepted after this Contract was executed.

5. INSURANCE. AIR GROUND agrees that it will maintain in effect during each term of this Contract the insurance coverage required by federal and/or state laws and regulations as applicable to the commodities being transported for SHIPPER. Upon request of SHIPPER, AIR GROUND shall provide certificates of insurance showing the existence and duration of such insurance coverage.

6. LOADING AND UNLOADING. Shipments shall be loaded and unloaded by SHIPPER or its designee; provided, however, that AIR GROUND shall have the right to require SHIPPER or its designee to unload and/or rearrange any such shipment or part of it in order to protect the lading, to protect facilities and equipment being used for transportation, or to comply with federal, state, local or other laws, rules, regulations and ordinances. AIR GROUND may weigh each shipment and the weights as determined by or at the direction of AIR GROUND shall be conclusive as to the volumes actually shipped and transported. Upon request of SHIPPER, AIR GROUND shall promptly provide SHIPPER with copies of scale tickets and/or other reasonable documentation showing the weight of such shipments and the location at which whose shipments were weighed.

7. INDEPENDENT CONTRACTOR. It is expressly understood and agreed to between the parties that AIR GROUND shall be an independent contractor, and that AIR GROUND shall not be considered the employee or agent of SHIPPER or any of SHIPPER's drivers, helpers, agents or employees. AIR GROUND, as an independent contractor, shall determine the method, means and manner of performing its duties under this Contract.

8. REASONABLE DISPATCH; FORCE MAJEURE. AIR GROUND shall arrange for pickup, movement and delivery of shipments tendered by SHIPPER with reasonable dispatch. In the event that AIR GROUND, or any other party whose services AIR GROUND uses to perform its obligations under this Contract, is rendered unable, wholly or in part, to carry out its obligations under this Contract, it is agreed that upon notice

by AIR GROUND claiming force majeure and giving particulars of such force majeure by telephone, confirmed promptly in writing or by fax, to SHIPPER as soon as possible after the occurrence of the cause relied on, the obligations of AIR GROUND under this Contract shall be suspended during the continuance of any inability caused, but for no longer period, and so far as possible that cause shall be remedied with all reasonable dispatch. In the event of suspension due to force majeure claimed by either party, the term of this Contract shall be extended by a period of time equal to the period of such force majeure.

9. CHARGES.

(a) SHIPPER shall be liable for all unpaid charges payable on account of any shipment, including sums advanced or disbursed by AIR GROUND on account of that shipment, and any claims, fines, penalties, damages, costs or other sums which may be incurred by AIR GROUND by reason of any violation of any condition of contract, any law, rule or regulation or any other act or default of the SHIPPER, consignee, or any of their respective agents, employees, contractors or subcontractors. If payment has not been made within the time stated by AIR GROUND, the late payment charges in subsections (i) and (ii) below, and, if applicable, the additional charges specified in paragraph (iii) below, will be assessed against any party responsible for payment of the charges applicable to that shipment (including SHIPPER, consignee and any third party to whom charges are billed), and the applicable charges specified will be in addition to any other penalty or recovery permitted by law.

(i) When AIR GROUND has not received full payment of its full charges within the stated period, beginning on the later of the date of delivery or the date on which the invoice (freight bill) is presented, there will be assessed a late payment charge equal to one and one-half percent (1.5%) of the unpaid amount of the invoice for each thirty (30) days, or fraction thereof, that the invoice remains unpaid after the expiration of that period.

(ii) When AIR GROUND has not received full payment of all of the charges within a period not to exceed sixty (60) days, beginning on the later of the date of delivery or the date on which the invoice or supplemental invoice (freight bill) is presented, AIR GROUND may, at its sole option, retain an attorney, file suit, or take any other action to collect its freight charges, and, in that event, any party responsible for payment of the charges which are provided for in this bill of lading 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 by AIR GROUND in connection with the collection of the amount due.

(b) Even if SHIPPER asks AIR GROUND to bill another party, SHIPPER shall be absolutely responsible

and liable to AIR GROUND for all charges, expenses and fees (including attorney's fees) applicable to the shipment.

(c) AIR GROUND may refuse to deliver any goods shipped if AIR GROUND deems itself insecure as to payment or if AIR GROUND does not receive reasonable assurances that it will receive full payment for charges, expenses, fees and services. If a bill of lading is issued on the order of SHIPPER or consignee in exchange or in substitution for another bill of lading, the signature of any party on that prior bill of lading as to the statement of value or otherwise in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with the second bill of lading.

10. LIMITS OF LIABILITY.

(a) AIR GROUND shall not be liable for delay of any kind to any shipment, regardless of the cause of such delay, nor shall AIR GROUND be liable for loss of or damage to any shipment or part of a 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 AIR GROUND, the inherent vice or defects of the materials shipped, natural loss or shrinkage, or as a result of any other cause or condition beyond the reasonable control of AIR GROUND.

(b) Unless a higher value is declared on the bill of lading and the applicable charges for such additional valuation are paid to AIR GROUND by SHIPPER, in no event shall AIR GROUND's liability for damage to or loss or destruction of any shipment transported pursuant to this Contract exceed (i) on domestic shipments, 50 cents per pound multiplied by the number of pounds (or fraction of a pound) of each piece of the shipment which may have been lost, damaged, or destroyed (but not less than \$50.00 per shipment) or (ii) on international shipments, 17 Special Drawing Rights per shipment. However, even if a higher valuation is declared by SHIPPER, AIR GROUND will be responsible for payment only of the actual value of such piece(s) which are lost, damage or destroyed or that valuation, whichever is the least amount. Commodities may be deemed to have a lesser value, in which case the value as stated in the governing tariffs published by or for AIR GROUND or in a contract executed by AIR GROUND will apply.

(b) Neither party shall be liable to the other for incidental, consequential or special damages of any type.

11. LIABILITY; CLAIMS.

(a) AIR GROUND shall not be liable for delay or loss of or damage to any of the goods being transported 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 AIR GROUND, 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 AIR GROUND or any other party whose services AIR GROUND uses to provide service under this Contract.

(b) Claims for concealed loss or damage must be reported to AIR GROUND, in writing, within 7 days of the date of delivery of the shipment. AIR GROUND and its agents shall have the privilege to inspect the shipment in case of a concealed loss or damage claim.

(c) All shipments as to which a claim may be made must be retained in the original shipping container for a period of 21 days after AIR GROUND has received notice of the damage or concealed loss, in order that AIR GROUND or its agent may inspect that shipment.

(d) Claims against AIR GROUND shall be handled as provided in 49 CFR Part 1005 and other applicable statutes and regulations.

(e) As a condition precedent to recovery, claims must be filed in writing with AIR GROUND within 9 months after delivery of the goods, or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed.

(f) The term "claim" as used in this Contract shall mean and include any and all claims for indemnity pursuant to this Contract, claims of alleged breach of this Contract, and any and all other claims arising under or in connection with this Contract or any relationship between AIR GROUND and SHIPPER.

(g) No claim for loss of or damage to a shipment will be entertained until all charges relating to that shipment have been paid.

(h) Lawsuits on such claims shall be instituted against AIR GROUND only within 2 years from the date of notice in writing given by AIR GROUND to the claimant that AIR GROUND has disallowed the claim, either

in whole or in part. Where claims are not filed or suits are not instituted on those claims in accordance with these provisions, AIR GROUND shall not be liable, and such claims shall not be paid.

12. NOTICES. All notices required by this Contract shall be given in writing, postage or delivery prepaid, and addressed to the parties at their respective following addresses:

AIR GROUND:

AIR GROUND LOGISTICS, INC.
754 Foster Ave.
Bensenville, Illinois 60106.

SHIPPER:

Notices required or contemplated by this Contract shall be given by FAX, by certified mail-return receipt requested, or by receipted express courier service. Notices shall be effective when received by the party to whom notice is to be given.

13. ASSIGNMENT. No party may assign this Contract without the express, written consent of the other party. In the event of an assignment, all provisions of this Contract shall be binding on the successors and assigns of the parties hereto. No assignment shall relieve the assigning party of its duties and liabilities under this Contract.

14. APPLICABLE LAW. This Contract and the operations under it are subject to any valid and applicable laws, rules, regulations and orders of any governmental body affecting the operations of AIR GROUND and/or SHIPPER. However, nothing in this Contract shall be construed as a waiver of any right to question or contest any such law, rule, regulation or order. In the event that it becomes necessary for either party to modify its performance under this Contract to comply with additional or changed laws, rules, regulations or orders of any governmental body, that compliance shall not be considered a breach of this Contract, and this Contract shall continue in full force and effect; provided, however, that the party that is required to comply with such additional law, rule, regulation or order may modify its performance under the terms of this Contract only to the extent required to comply with that law, rule, regulation or order. In the event that any portion of this Contract

is declared invalid, the remainder of this Contract shall continue in full force and effect.

15. WAIVER OF BREACH. Waiver by either party to this Contract of a breach of any term of this Contract shall not be construed as a waiver of any subsequent breach of that term or as a waiver of any other term of this Contract.

The parties witness this Contract by their signatures below.

("SHIPPER")

AIR GROUND LOGISTICS, INC.

Signature and date

Signature and date

Printed name and title

Printed name and title

This is Exhibit 1 to the Contract dated _____ between AIR GROUND LOGISTICS, INC., and _____ ("SHIPPER").

Commodities to be transported:

Origins:

Destinations:

Charges:

Detention times and charges:

Special services to be provided:

("SHIPPER")

AIR GROUND LOGISTICS, INC.

Signature and date

Signature and date

Printed name and title

Printed name and title

SERVICES TO BE PROVIDED
DESCRIBED IN EXHIBIT 1 TO THIS CONTRACT

This is Exhibit 2 to the Contract dated _____ between AIR GROUND LOGISTICS, INC.,
and _____ ("SHIPPER").

AIR GROUND LOGISTICS, INC. agrees to provide the following services under this Contract:

[describe any particular service requirements]

("SHIPPER")

AIR GROUND LOGISTICS, INC.

Signature and date

Signature and date

Printed name and title

Printed name and title