

TERMS AND CONDITIONS OF SERVICE as of July 1, 2008

Astra, Inc., d/b/a Astra Logistic Services (“ASTRA”) is a property broker that arranges motor carriage of goods on behalf of a “CUSTOMER” who is defined as the person for which ASTRA is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, secured parties, buyers and/or sellers, shipper’s agents, and consignees, etc.

ASTRA is not a freight carrier or an agent for a freight carrier.

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. ASTRA is not an agent of the CUSTOMER and acts solely as an independent contractor.

1. Binding Contract/Quotations. These terms and conditions of service constitute a legally binding contract between ASTRA and the CUSTOMER. However, quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by ASTRA to the CUSTOMER are for informational purposes only and are subject to change without notice. No quotation shall be binding upon ASTRA unless ASTRA 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 ASTRA and the CUSTOMER. In the event ASTRA renders services and issues a document containing terms and conditions governing such services which explicitly differs from these Terms and Conditions, the terms and conditions set forth in such other document(s) shall govern those services.

2. Compensation of ASTRA. The compensation of ASTRA for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by ASTRA to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by ASTRA from carriers, insurers and others in connection with the shipment. The CUSTOMER shall be liable, jointly and severally, for all charges payable on account of such CUSTOMER’s shipment, including but not limited to transportation, fuel and other applicable accessorial charges, including all adjustments issued by any “THIRD PARTY” (defined to include, without limitation, carriers, truck-men, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and ASTRA’s attorney fees and legal costs allocable to the shipment and/or all disputes related thereto. All charges must be paid by CUSTOMER in advance unless ASTRA agrees in writing to extend credit to CUSTOMER. The granting of credit to a CUSTOMER in connection with a particular transaction, or series of transactions, shall not be a waiver of this provision by ASTRA. Customer agrees that any money received by CUSTOMER for shipments performed or coordinated by ASTRA shall be the property of ASTRA until ASTRA has been paid for the full amount ASTRA has billed for that shipment. CUSTOMER will retain any amounts of money received by CUSTOMER in constructive trust on ASTRA’s behalf until ASTRA has been fully paid for its services. CUSTOMER

agrees that any amounts CUSTOMER may charge for services performed by ASTRA are an independent obligation, and if CUSTOMER files for bankruptcy protection or any involuntary proceeding or custodianship, said amounts shall not be deemed an asset of CUSTOMER and said amounts shall not be included in the bankruptcy estate of CUSTOMER.

3. No Responsibility for Governmental Requirements. It is the responsibility of the CUSTOMER to know and comply with the information disclosure and marking requirements of the U.S. Customs Service, the regulations of the U.S. Food and Drug Administration and U.S. Department of Transportation, and all other requirements, including regulations of foreign and Federal, state and/or local agencies pertaining to the merchandise. ASTRA shall not be responsible for actions taken or fines or penalties assessed by any governmental agency or by any other party against the shipment because of the failure of the CUSTOMER to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the CUSTOMER by any such agency.

4. CUSTOMER's Warranties. The CUSTOMER is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the shipment may be carried. The CUSTOMER agrees to furnish such information and complete and attach to the bill of lading such documents as are necessary to comply with such laws, rules and regulations. ASTRA assumes no liability to the CUSTOMER or to any other person for any actions ASTRA may take, or any loss or expense incurred due to the failure of the CUSTOMER to comply with this provision. Any individual or entity acting on behalf of the CUSTOMER in scheduling shipments hereunder warrants that it has the right to act on behalf of the CUSTOMER and the right to legally bind CUSTOMER.

5. Security of Shipments. It is the CUSTOMER's responsibility to ensure that all shipments are for lawful purposes only and are not made to effect or further any act of terrorism, any act of a criminal nature, or any action of a like or similar nature. CUSTOMER represents that it has implemented effective security policies and procedures and that shipments made by CUSTOMER have received an appropriate security screening prior to shipment. CUSTOMER agrees that it assumes full and absolute liability for any shipment that effects or furthers any act of terrorism, any act of a criminal nature, or any action of a like or similar nature, and further agrees to indemnify and hold harmless ASTRA from any and all liability and or direct or indirect consequences that may arise from such actions, regardless of any negligence or fault of ASTRA or any THIRD PARTY in any security screening of the shipment.

6. Reliance on Information. CUSTOMER acknowledges that it is required to review all documentation, information and declarations prepared and/or filed with any THIRD PARTY, and will immediately advise ASTRA of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on CUSTOMER's behalf. ASTRA relies on the correctness of all documentation provided to ASTRA by CUSTOMER, whether in written or electronic format, and all other information furnished by CUSTOMER. CUSTOMER shall use reasonable care to ensure the correctness of all such information and shall indemnify and agrees to indemnify and hold ASTRA harmless from any and all duties, penalties, claims, fines, and expenses, including attorney's fees,

suffered by reason of the CUSTOMER's failure to disclose information or any incorrect or false statement by the CUSTOMER upon which ASTRA reasonably relied. CUSTOMER agrees that if information such as, but not limited to weight, size, pieces or service times provided to ASTRA by the CUSTOMER for the purpose of a quote changes from the time a quote is given in writing and the time the freight is delivered, the quote will be altered to reflect those changes. The CUSTOMER agrees that the CUSTOMER has an affirmative non-delegable duty to disclose any and all information required to transport goods.

7. Preparation and Issuance of Bills of Lading. Where ASTRA prepares and/or issues a bill of lading, ASTRA 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. ASTRA shall rely upon and use the cargo weight supplied by CUSTOMER unless proven different by weighing at public scales or law enforcement agency.

8. Declaring Higher Value to THIRD PARTY. A THIRD PARTY to whom the goods are entrusted may limit liability for loss or damage. ASTRA will request excess valuation coverage only upon specific written instructions from the CUSTOMER, and CUSTOMER 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 ASTRA'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. If CUSTOMER completes a standard bill of lading form, it is their responsibility to note a declared value in the appropriate field.

9. Insurance. Unless requested to do so in writing and confirmed to CUSTOMER in writing, ASTRA 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. Unless CUSTOMER requests in writing that ASTRA use a particular insurance company, insurance is to be effected with one or more insurance companies or other underwriters to be selected by ASTRA. Any insurance placed shall be governed by the certificates of policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only, and ASTRA shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to ASTRA by the CUSTOMER, or that the shipment was insured under a policy in the name of ASTRA. Insurance premiums and the charge of ASTRA, if any, for arranging the same shall be at CUSTOMER's expense. Unless specifically agreed to in writing, ASTRA assumes no responsibility to effect insurance on any export or import which it does not handle.

10. No Liability for the Selections. ASTRA shall use reasonable care in its selection of any THIRD PARTY and in selecting the means, route and procedure to be followed in the handling, transportation, and delivery of the shipment. Unless express instructions in writing are received from the CUSTOMER prior to the time of shipment, ASTRA shall be unrestricted in its selection of the means, route, and procedure to be followed in the handling, transportation, and delivery of the goods. Advice by ASTRA that a particular person or firm has been selected to render services with respect to the goods, shall not be

construed to mean that ASTRA warrants or represents that such person or firm will render such services nor does ASTRA assume responsibility or liability for any actions(s) and/or inaction(s) of such THIRD PARTY 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, ASTRA shall reasonably cooperate with and assist the CUSTOMER, and CUSTOMER shall be liable for any charges or costs incurred by ASTRA.

11. Loss, Damage or Expense Due to Delay. CUSTOMER acknowledges and agrees that arrival times at destination are not guaranteed by ASTRA, and that unless the services to be performed by ASTRA on behalf of the CUSTOMER are delayed as a direct and foreseeable result of the negligence of ASTRA, ASTRA shall not be responsible for any loss, damage or expense incurred by the CUSTOMER because of such delay. CUSTOMER expressly acknowledges and agrees that ASTRA is not a carrier and that Astra shall not be liable for any loss, damage or delay in the transportation of CUSTOMER's property unless caused by its negligent acts or omissions or breach of its duties as a property Broker. In the event ASTRA is at fault, as aforesaid, its liability is limited in accordance with the remaining provisions of these Terms and Conditions.

12. Disclaimers; Limitation of Liability. (a) ASTRA makes no express or implied warranties in connection with its services. ASTRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ITS SERVICES, DELIVERIES OR WITH REGARD TO ITS WEBSITE, INFORMATION PROVIDED ON ITS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON ITS WEBSITE. ASTRA CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, ASTRA SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT ASTRA HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED; (b) Subject to (c) below, CUSTOMER agrees that in connection with any and all services performed by ASTRA, ASTRA will not be liable for any acts which are the direct and proximate cause of any injury to CUSTOMER, including loss or damage to CUSTOMER's goods, and ASTRA shall in no event be liable for the acts of any THIRD PARTY; (c) In connection with all services performed by ASTRA, 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 therefore, which request must be confirmed in writing by ASTRA prior to rendering services for the covered transactions(s); (d) In the absence of additional coverage under (c) above, ASTRA's liability shall be limited to \$50.00 per shipment or transaction. In no event shall ASTRA 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.

13. Limitation of Actions. Unless subject to a specific statute or international convention, all claims against ASTRA for a potential or actual loss must be made in

writing and received by ASTRA within ninety (90) days of the event giving rise to claim. The failure to give ASTRA timely notice shall be a complete defense to any suit or action commenced by CUSTOMER. All suits against ASTRA must be filed and properly served on ASTRA within one (1) year from the date of the loss or damage.

14. Indemnification/Hold Harmless. The CUSTOMER agrees to indemnify, defend and hold ASTRA harmless from any claims and/or liability arising from any conduct of the CUSTOMER, which violates any foreign, Federal, State and/or other laws. In the event that a carrier, other person, or any government agency makes a claim or institutes legal action against ASTRA for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the CUSTOMER, the Customer shall indemnify and hold ASTRA harmless against any and all liability, loss, damages, cost, claims and/or expenses, including but not limited to reasonable attorney's fees which ASTRA may hereafter incur, suffer or be required to pay by reason of such claims. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the CUSTOMER to ASTRA to pay all charges or other money due promptly on demand to ASTRA. In the event that any claim, suit or proceeding is brought against ASTRA, it shall give notice in writing to the CUSTOMER by mail at its address on file with ASTRA.

15. C.O.D. or Cash Collect Shipments. ASTRA shall use reasonable care regarding written instructions relating to "Cash/Collect on delivery (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 for any act, omission, default, suspension, insolvency, or want of care, negligence, or fault of any THIRD PARTY, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection. ASTRA is not responsible for the legitimacy of any payment instrument. In all such circumstances, CUSTOMER shall be responsible for payment to ASTRA.

16 Customs Requirements. Where a bond is required by U.S. or foreign Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by ASTRA as principal, it being understood that ASTRA entered into such undertaking at the instance and on behalf of the CUSTOMER and the CUSTOMER shall indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. On an export at a reasonable time prior to the exportation of the shipment, the CUSTOMER shall furnish to ASTRA the commercial invoice in proper form and number proper consular declaration, weights, measures, values, and other information in the language of and as may be required by the laws and regulations of the U.S. and the country of destination of the goods. On an export or import ASTRA shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of ASTRA, in which event its liability to the CUSTOMER shall be governed by the provisions of paragraph 12.

17. Payment Terms. Payment shall be made to ASTRA within 15 days from the date of shipment. Payment shall be made in U.S. funds and checks drawn on a Bank chartered by a state or the federal government of the United States.

18. **Past Due Invoices.** Invoices not paid within the payment terms will be increased by 1.5% interest per month or the maximum amount allowable by law on the unpaid balance.

19. **Costs of Collection.** In any dispute involving monies owed to ASTRA, ASTRA shall be entitled to recover all costs of collection, including reasonable attorney's fees and interest at 1.5% interest per month or the highest rate allowed by law, whichever is less.

20. **Lien and Right to Sell CUSTOMER's Property.** ASTRA shall have a general and continuing lien on any and all property of CUSTOMER coming into ASTRA's actual or constructive possession or control for monies owed to ASTRA with regard to the shipment on which the lien is claimed, any prior shipment(s), and/or any interest charges, attorneys fees and costs of collection. ASTRA shall provide written notice to CUSTOMER of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges, and CUSTOMER shall notify all parties having an interest in its shipment(s) of ASTRA's rights and/or the exercise of such lien. Unless CUSTOMER pays the full amount owed to ASTRA within thirty (30) days of receiving notice of the lien, ASTRA shall have the right to sell such shipment(s) at public or private sale or auction and apply the proceeds toward payment of the amounts due. Any net proceeds remaining thereafter shall be refunded to the CUSTOMER. However, in the event the sale proceeds are insufficient to pay off the amount due to ASTRA, then CUSTOMER shall continue to be liable for any deficiency amount.

21. **No Duty to Maintain Records for CUSTOMER.** CUSTOMER acknowledges that pursuant to Sections 508 and 509 of the Tariff act, as amended, (19 USC 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, ASTRA shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "record keeping" agent for the CUSTOMER.

22. **No Modification or Amendment Unless Written.** These Terms and Conditions may only be modified, altered or amended in writing signed by both CUSTOMER and ASTRA. Any attempt by CUSTOMER to unilaterally modify, alter or amend same shall be null and void.

23. **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.

24. **Governing Law; Consent to Jurisdiction and Venue.** These Terms and Conditions and the relationship of the parties shall be construed according to the laws of the State of Florida without giving consideration to principals of conflict of law. CUSTOMER and ASTRA hereby agree to the following: (a) The parties irrevocably consent to the jurisdiction of the United States District Court and the State courts of Florida and Broward County, Florida, and no legal proceeding against ASTRA will be instituted except in Broward County, Florida and the United States District Court for Broward County, Florida; (b) The parties agree that any action relating to the services performed by ASTRA, shall only be brought in said courts; (c) The parties consent to the exercise of in personam jurisdiction by said courts; and (d) The parties agree that any action to enforce a judgment may be instituted in any jurisdiction.