

**ROCK-IT CARGO USA LLC
AGREEMENT FOR SERVICES & CREDIT**

CUSTOMER IDENTIFICATION									
CUSTOMER NAME:									
CORPORATION	PARTNERSHIP	SOLE PROPRIETORSHIP			LIMITED LIABILITY Co		STATE OF ORIGIN		
STREET ADDRESS:							P.O. BOX:		
CITY:		STATE:		ZIP:		TELEPHONE:		FAX:	
TYPE OF BUSINESS:						NO. OF YEARS IN BUSINESS:			
NAME OF PREDECESSOR BUSINESSES:									
PERSON TO CONTACT REGARDING INVOICES:							PHONE:		
FEDERAL TAX ID#:		SALES TAX EXEMPT #:			(PLEASE ATTACH COPY OF FORM)				
PARENT COMPANY:									
CITY:		STATE:		ZIP:		TELEPHONE:		FAX:	
INFORMATION ON PRINCIPALS									
FOR PROPRIETORSHIP OR PARTNERSHIP: LIST ALL OWNERS AND/OR PARTNERS.									
FOR CORPORATION OR LIMITED LIABILITY COMPANY: LIST ALL OFFICERS, DIRECTORS, MEMBERS AND MAJORITY STOCKHOLDERS.									
NAME:	HOME ADDRESS:	PHONE:			SOCIAL SEC. No.	POSITION:			
HAVE ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE EVER BEEN A DEBTOR IN A BANKRUPTCY PROCEEDING?									
HAS ANY JUDGMENT EVER BEEN ENTERED AGAINST ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE?									
ARE THERE LEGAL ACTIONS OR ARBITRATIONS PENDING AGAINST ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE?									

ROCK-IT CARGO USA LLC

INSURANCE INFORMATION

IF CUSTOMER DECLINES TO PAY ROCK-IT FOR TRANSPORT INSURANCE PREMIUM, WE REQUIRE INFORMATION ON YOUR EXISTING INSURERS.

NAME OF INSURANCE UNDERWRITER:		POLICY No.:	
TYPE OF COVERAGE:		POLICY EFFECTIVE DATE:	POLICY EXPIRY DATE:
DEDUCTIBLE, IF ANY:			

CREDIT REFERENCES (ATTACH SEPARATE SCHEDULE IF NECESSARY)

PRIMARY BANK:

NAME:		ACCOUNT #:		PHONE:	
ADDRESS:		CONTACT NAME:			

OTHER BANK:

NAME:		ACCOUNT #:		PHONE:	
ADDRESS:		CONTACT NAME:			

TRADE REFERENCES

NAME:		ACCOUNT #:		PHONE:	
ADDRESS:		CONTACT NAME:			

NAME:		ACCOUNT #:		PHONE:	
ADDRESS:		CONTACT NAME:			

NAME:		ACCOUNT #:		PHONE:	
ADDRESS:		CONTACT NAME:			

PERSONS AUTHORIZED TO INSTRUCT ROCK-IT AND INCUR CHARGES ON CUSTOMER'S ACCOUNT

NAME:		TITLE:		PHONE:	
NAME:		TITLE:		PHONE:	
NAME:		TITLE:		PHONE:	

ROCK-IT CARGO USA LLC

<p>PART 1 - TERMS & CONDITIONS OF SERVICE</p> <p>According to the terms of this agreement and in consideration of service fees charged, the undersigned "Customer" retains Rock-It Cargo USA LLC ("Rock-It") as its agent to arrange transportation services and to provide logistics advice. These services include but are not limited to preparing and/or processing export declarations, booking, arranging for or confirming cargo space, preparing or processing delivery orders or dock receipts, preparing and/or processing bills of lading, arranging for crating, packing and unpacking, warehouse storage, and cargo insurance, handling freight or other monies advanced by shippers, or remitting or advancing freight or other monies or credit in connection with the dispatching of shipments, giving advice concerning letters of credit, licenses or inspections, or other documents or issues relating to the dispatch of cargo.</p> <p>Customer understands that the terms and conditions under which Rock-It's services are provided are subject to change. Customer is advised to take note of the most current terms and conditions which are posted on Rock-It's web site.</p> <p>Customer understands that Rock-It is <u>not</u> a carrier, but that Rock-It will use its best efforts to select and engage responsible carriers, warehouseman and other transportation intermediaries on behalf of the Customer. Customer understands that the terms and conditions of the storage receipts of warehouseman and contracts of carriage of the water, road, or air carriers which Rock-It retains will apply to Customer as if Customer had entered into those contracts itself. Under some circumstances, Rock-It may provide warehouse service or ocean carriage in its capacity as a Non-Vessel Operating Common Carrier. In either instance, the terms of Rock-It's warehouse receipt or bill of lading will apply as if they had been issued to the Customer. Customer is directed to the copies of these documents posted on Rock-It's web site.</p> <p>1A) LIMITATION OF LIABILITY FOR LOSS, DAMAGE OR DELAY</p> <p>Rock-It will not be liable for any loss, delay or damage to goods caused by a carrier. Rock-It will assert a claim for loss, damage, or delay against the carrier on behalf of Customer, but the recovery on such claims will, in nearly every case, be limited by the terms of the underlying contracts of carriage. For truck transportation and domestic air transportation, liability for damage is typically limited to \$0.50 per pound or \$40 per article, whichever is less. In international air transportation damage is typically limited to 17 Special Drawing Rights per kilogram. For carriage by water damage is limited to \$500 per package or customary freight unit.</p> <p>Rock-It will not be liable for any loss, delay or damage to goods caused by acts of God, public authorities, strikes, labor disputes, weather, mechanical failures, civil commotion, acts of terrorism, hazards incident to a state of war, acts or omissions of customs, or defects in the goods being shipped. Rock-It will not be liable for any special, incidental or consequential damages including lost income, profits, interest, or loss of market, whether or not Rock-It had knowledge that such damages might be incurred.</p> <p>UNLESS OTHERWISE SPECIFIED, IT SHALL BE PRESUMED THAT THE VALUE OF CUSTOMER'S GOODS DOES NOT EXCEED \$0.50 PER POUND OR \$40 PER ARTICLE, WHICHEVER IS LESS, AND CUSTOMER AGREES THAT ROCK-IT'S LIABILITY FOR ANY LOSS, DAMAGE, OR DELAY TO THE GOODS RESULTING FROM ROCK-IT'S NEGLIGENCE OR OTHER FAULT, IF ANY, WILL BE LIMITED BY THIS PRESUMPTION. CUSTOMER HAS THE OPTION OF PAYING SPECIAL COMPENSATION TO INCREASE THE LIABILITY OF ROCK-IT BEYOND THESE LIMITS BY SPECIFYING THE ACTUAL CASH VALUE OF THE GOODS IN THE SPACE PROVIDED IN PARAGRAPH 1(C) BELOW</p> <p>CUSTOMER IS ENCOURAGED TO PURCHASE FREIGHT INSURANCE OR TO INSTRUCT ROCK-IT TO PURCHASE FREIGHT INSURANCE ON ITS BEHALF IF THE AFORESAID LIMITATIONS POSE UNACCEPTABLE RISKS TO THE CUSTOMER.</p> <p>ROCK-IT CARGO USA LLC WILL ONLY HONOR INSURANCE CLAIMS WHEN A PREMIUM IS CHARGED ON AN INVOICE AND COLLECTED BY ROCK-IT CARGO USA LLC FOR THE SHIPMENT IN WHICH THE CLAIM OCCURRED</p> <p>1B) SERVICE FEES DO NOT INCLUDE CARGO INSURANCE UNLESS REQUESTED (PREMIUM PAID)</p> <p>Rock-It's fees and charges may, as a matter of course, include the cost of insurance covering property loss or damage with a deductible of 5% of shipment value but not less than \$750 or more than \$2,500.* (Please note that \$2,500 deductible will not apply for shipments valued above \$100,000. Rock-It Cargo reserves the right to increase deductible, but such increase would be mutually agreed on with shipper). This insurance will be procured by Rock-It, when requested by and for the benefit of Customer. Customer understands that failure to pay insurance fees may result in the loss of coverage.</p> <p>I have reviewed the limitations on Rock-It's liability for loss, delay and damage to goods moved under this agreement, and</p> <p>I _____ DO I _____ DO NOT (Initials) (Initials)</p> <p>want Rock-It Cargo to procure insurance for Customer's benefit for loss and damage.</p> <p>1C) DECLARATION OF VALUE</p> <p>Customer agrees to pay additional compensation in order to increase Rock-It's liability for loss or damage to the actual replacement value of the goods.</p> <p>I _____ agree to inform Rock-It of the value of each shipment (initials) on a shipment by shipment basis. or</p> <p>I _____ declare the actual replacement value as \$ _____ (initials)</p> <p>1D) PROMPT NOTICE OF LOSS, DELAY OR DAMAGE REQUIRED</p> <p>Customer agrees to inspect its shipment upon delivery and to give prompt notice of any damage or loss within 5 days of delivery. Customer agrees that Rock-It Cargo will not be held responsible for any loss or damage if notice of such loss or damage was not provided in writing to Rock-It within 15 days of delivery to the Customer. Customer agrees to monitor its shipment and to immediately give notice in writing to Rock-It of any delay. Any notice of delay must be made within 5 days of the customer's anticipated date of delivery. Customer agrees that notification of delay does not invalidate Rock-It's limitation of liability set forth in paragraph 1(a) above.</p> <p>1E) PAYMENT OF INVOICES REQUIRED BEFORE CONSIDERATION OF CLAIMS</p> <p>Customer agrees that Rock-It Cargo has no obligation to consider claims for loss, delay or damage, or to prosecute such claims against carriers or warehousemen on behalf of Customer if Customer has not paid Rock-It's invoices</p> <p>1F) ROCK-IT GIVEN A LIEN ON INSURANCE PROCEEDS</p> <p>Customer agrees that Rock-It shall have a lien in the amount of any unpaid invoices on any insurance proceeds issuing as a result loss, delay or damage to Customer's cargo.</p> <p>1G) CLAIMS EXPIRE AFTER ONE-YEAR</p> <p>Any suit brought against Rock-It must be commenced within one year of the date of this agreement or after completion of the services performed, whichever is later. In the event of non-delivery, the scheduled delivery date shall be deemed as the day on which services were completed for purposes of computing the one year time limit.</p>	<p>PART 2 - PAYMENT TERMS AND CREDIT AGREEMENT</p> <p>2A) PAYMENT GUARANTEED BY CUSTOMER</p> <p>Customer guarantees payment for all services rendered and carriage arranged by Rock-It on Customer's behalf, no matter what person ordered the services or benefited there from.</p> <p>2B) CUSTOMER BEARS RISK OF FOREIGN EXCHANGE FLUCTUATIONS</p> <p>Estimates of service charges may have been given by Rock-It using current exchange rates. Actual charges may differ in accordance with variations in the currency exchange rate at the time service is provided.</p> <p>2C) SERVICE FEES ACCRUE ON LATE PAYMENTS</p> <p>Customer agrees to pay Rock-It's invoices within 10 days from the date of issuance. For any payments not received within ten days, Customer agrees that Rock-It will be entitled to a late fee of 1 ½% of the outstanding amount for each month or fraction thereof from the invoice date.</p> <p>2D) ROCK-IT ENTITLED TO ATTORNEY FEES INCURRED IN COLLECTION</p> <p>Customer agrees to pay Rock-It's attorney fees, costs and other expenses incurred in the event this account requires that an attorney be engaged for purposes of collection.</p> <p>2E) ROCK-IT GIVEN A LIEN ON GOODS FOR UNPAID CHARGES</p> <p>The Customer and the consignee or holder of or assignee on any bill of lading shall be jointly and severally liable for all unpaid charges for services provided under this agreement. When Rock-It is instructed to collect charges from any person or entity other than the Customer, the Customer shall remain liable for the charges and interest if Rock-It is not paid.</p> <p>ROCK-IT SHALL HAVE A LIEN ON ANY GOODS SHIPPED UNDER THIS AGREEMENT FOR FAILURE TO PAY CHARGES OWED BY THE CUSTOMER OR CONSIGNEE OR HOLDER OF OR ASSIGNEE ON ANY BILL OF LADING. CUSTOMER AGREES THAT ROCK-IT'S LIEN CONTINUES IN EFFECT AFTER THE GOODS ARE DELIVERED AND UNTIL ALL CHARGES ARE PAID.</p> <p>Customer agrees to sign any notice of a security interest whether in the form of a UCC-1 or other form we request. Customer appoints Rock-It as its attorney-in-fact to sign any such notice on Customer's behalf in the event Customer fails to sign it immediately upon Rock-It's request.</p> <p>2F) PERMISSION TO RECEIVE CREDIT INFORMATION</p> <p>Customer authorizes Rock-It to obtain Credit Reports on Customer or any individuals listed below or to obtain credit and funding information from Customer's bank, or other persons or entities listed as references below. It is understood that any such credit information will be held in strict confidence and used only in consideration of this application for credit. Customer further agrees to supply such additional information as may be required by Rock-It to warrant future extensions of credit or to enable Rock-It to perfect liens or to recover upon any bond issued.</p> <p>PART 3 - SPECIAL POWER OF ATTORNEY GRANTED TO ROCK-IT CARGO</p> <p>CUSTOMER APPOINTS ROCK-IT CARGO AS ITS ATTORNEY IN FACT TO ACT IN CUSTOMER'S PLACE FOR THE PURPOSE OF TRANSACTING CUSTOMS BUSINESS, TO ISSUE AND SIGN ATA CARNETS AND SHIPPER'S EXPORT DECLARATION ON BEHALF OF CUSTOMER AND FOR FILING UCC-1 FORMS TO PERFECT LIENS GRANTED HEREIN. CUSTOMER FURTHER GRANTS TO ROCK-IT FULL AUTHORITY TO ACT IN ANY MANNER BOTH PROPER AND NECESSARY TO THE EXERCISE OF THE FOREGOING POWERS AND RATIFY EVERY ACT THAT ROCK-IT MAY LAWFULLY PERFORM IN EXERCISING THOSE POWERS. THIS POWER OF ATTORNEY IS GRANTED FOR THE TERM OF THIS AGREEMENT.</p> <p>Note: The attached form must be completed and signed for filing with U.S. Customs.</p> <p>PART 4 - TERM OF AGREEMENT AND TERMINATION; LEGAL JURISDICTION</p> <p>4A) TERM OF AGREEMENT AND TERMINATION</p> <p>This Agreement shall be effective upon execution and shall remain in effect until canceled by either party upon thirty days written notice to the other party, or upon breach of the agreement by Customer for failure to pay Rock-It's fees.</p> <p>4B) APPLICABLE LAW & FORUM SELECTION</p> <p>To the extent not governed by applicable federal statutes, the laws of the state of California shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Customer agrees that the forum for any litigation arising out of the performance of this Agreement, whether initiated by the Customer or Rock-It, shall be Los Angeles County, California.</p> <p>4C) THIS FORM IS THE ENTIRE AGREEMENT AND SUPERCEDES CONTRARY ORDERS</p> <p>These terms comprise the entire agreement between Customer and Rock-It. If the terms of this Agreement differ in any material way from the terms of Customer's order, this Agreement shall be construed as a counter-offer and shall not be effective as an acceptance of Customer's order unless Customer assents to the terms herein.</p> <p>PART 5 - ACKNOWLEDGMENT AND WARRANTY OF AUTHORITY</p> <p>WARRANTY OF AUTHORITY & CERTIFICATION</p> <p>The person signing this Agreement on behalf of the Customer represents and warrants that he or she has the authority to sign this agreement on behalf of the Customer, including appointment of Rock-It as Customer's attorney in fact and to assure Rock-It full and prompt payment. The person signing below certifies that the information given in the Customer Data and Credit References, Part 5 below, is true, correct and complete and further understands that Rock-It will rely on this information for the extension of credit.</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Position or title</p> <p>_____ Company</p> <p>_____ Address</p> <p>_____ Date</p> <p>On Behalf of: _____ Company or Artist</p>
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**ROCK-IT CARGO USA LLC
LIMITED POWER OF ATTORNEY
CREDIT CARD AUTHORIZATION**

I AM EXISTING CLIENT OF ROCK-IT CARGO USA LLC

I HEREBY APPOINT THE OWNER, MANAGER AND ALL EMPLOYEES OF ROCK-IT CARGO USA LLC TO BE MY ATTORNEYS-IN-FACT FOR THE PURPOSE OF SIGNING ANY DOCUMENTS NECESSARY TO PURCHASE TRANSPORTATION SERVICES AND TO CHARGE THESE PURCHASES TO MY CREDIT CARD BELOW:

CREDIT CARD:



MASTERCARD



AMERICAN EXPRESS



NAME ON ABOVE CARD:

CREDIT CARD BILLING
ADDRESS:

CREDIT CARD NUMBER:

CREDIT CARD ID#:

EXPIRATION DATE:

D/L# OF CARDHOLDER:

SOC. SEC.# OF CARDHOLDER:

SPECIFIC SERVICES PURCHASED:

I AUTHORIZE ROCK-IT CARGO USA LLC TO DEBIT MY CREDIT CARD SHOWN ABOVE FOR THE PURCHASE OF THE TRANSPORTATION SERVICES WHENEVER ANY OF ROCK-IT CARGO USA, INC STAFF RECEIVES A TELEPHONE CALL, REASONABLY BELIEVED TO BE FROM MYSELF OR SOMEONE ACTING ON MY BEHALF, REQUESTING THAT THEY PROVIDE TRANSPORTATION SERVICES ON MY BEHALF AND CHARGE THOSE SERVICES TO THE CREDIT CARD ACCOUNT SHOWN.

I UNDERSTAND THAT ROCK-IT CARGO USA WILL INCUR DIRECT COSTS BASED ON THIS ORDER AND I UNDERSTAND AND AGREE THAT THE CHARGES SHOWN ABOVE ARE NON-REFUNDABLE, NON-DISPUTABLE, AND NON-REVERSIBLE. ACCORDINGLY, I (WE) ACCEPT THIS CHARGE AND PROMISE NOT TO CHALLENGE OR DISPUTE THE CHARGE IN ANY MANNER.

I AGREE THAT I WILL PAY FOR ALL SUCH SERVICES AND WILL NOT HOLD ROCK-IT CARGO USA LLC RESPONSIBLE FOR ANY OF ACTIONS PURSUANT TO THIS LIMITED POWER OF ATTORNEY.

ATTACHED TO THIS LIMITED POWER OF ATTORNEY; I AM ENCLOSING A PHOTOCOPY OF BOTH FRONT & REAR OF MY CREDIT CARD INCLUDING 1 MORE PICTURE ID

(SIGNATURE)

(CAPACITY)

(DATE)

**ROCK-IT CARGO USA LLC
SHIPPER'S SECURITY ENDORSEMENT**

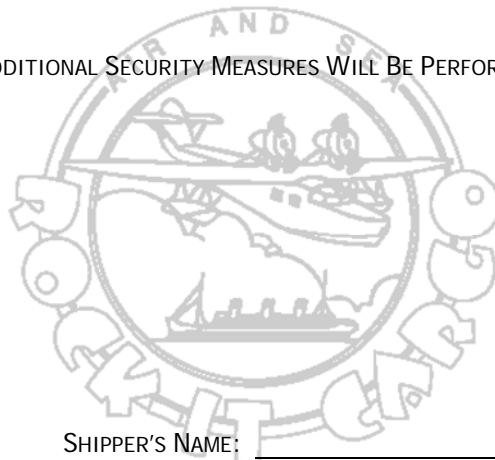
TSA SECURITY REQUIREMENTS

ROCK-IT CARGO USA LLC IS REQUIRED BY THE TSA SECURITY REQUIREMENTS TO PROVIDE YOU WITH THE FOLLOWING NOTIFICATION:

" COPIES OF ALL RELEVANT SHIPPING DOCUMENTS SHOWING THE CARGO'S CONSIGNEE, CONSIGNOR, DESCRIPTION AND OTHER RELEVANT DATA WILL BE RETAINED ON FILE UNTIL THE CARGO / SHIPMENT IS DELIVERED. "

ROCK-IT CARGO USA LLC IS REQUIRED TO ACCEPT SHIPMENTS AT AIRPORT FACILITIES FROM A KNOWN SHIPPER OR THEIR REPRESENTATIVES, OR PICK UP THE SHIPMENT AT THE SHIPPER'S PREMISES AND TRANSPORT IT IN A LOCKED AND MONITORED VEHICLE.

IF THESE CONDITIONS CANNOT BE MET, ADDITIONAL SECURITY MEASURES WILL BE PERFORMED.



SHIPPER'S NAME: _____

NAME OF PERSON FROM WHOM THE SHIPMENT WAS ACCEPTED: _____
(IF DIFFERENT FROM THE SHIPPER)

I CERTIFY THAT THIS SHIPMENT DOES NOT CONTAIN ANY UNAUTHORIZED EXPLOSIVES, DESTRUCTIVE DEVICES OR HAZARDOUS MATERIALS

I CONSENT TO A SEARCH OF ANY SHIPMENT.

I AM AWARE THAT THIS ENDORSEMENT AND ORIGINAL SIGNATURE, ALONG WITH OTHER SHIPPING DOCUMENTS, WILL BE RETAINED ON FILE UNTIL THE SHIPMENT IS DELIVERED.

(DATE)

(SHIPPER'S SIGNATURE)

THIS SECTION TO BE COMPLETED BY ROCK-IT CARGO PERSONNEL ONLY:

KNOWN SHIPPER: TSA KS# _____

UNKNOWN SHIPPER

Exhibit A- Shipper's Itinerary

This agreement is between Rock-It Cargo USA LLC and _____ and is for the purposes of arranging airfreight and related services, as specified below.

Date	From	To	Costs (USD)
			Per Tariff
			Per Tariff
			Per Tariff

CLIENT

CARRIER To be confirmed

COMMODITY