TERMS AND CONDITIONS OF SERVICE

PART 1 - TERMS AND CONDITIONS

Pursuant to the terms of this agreement and in consideration of fees charged, the undersigned "Customer" retains Rock-it Cargo USA LLC d/b/a Rock-it Global ("Rock-it") as its agent to arrange transportation services and provide logistics assistance. These services include but are not limited to: preparing and/or processing export declarations and carnets; providing and/or arranging customs brokerage services; booking, arranging for, or confirming cargo space; preparing and/or processing delivery orders or dock receipts; preparing and/or processing bills of lading; arranging for and/or providing crating, packing, unpacking, and warehouse storage; arranging for cargo insurance; handling freight or monies advanced by shippers, or remitting or advancing freight or monies or credit in connection with the dispatching of shipments; and assisting with letters of credit, licenses, or inspections, or other documents or issues relating to the dispatch of cargo. Customer warrants that it is either the owner of the goods being shipped or represents the owner of the goods in all respects and is authorized to enter into this agreement on behalf of the owner of the goods.

Customer understands that Rock-it is not a carrier, but that Rock-it will use its best efforts to select and engage responsible carriers, warehousemen, and other transportation intermediaries on behalf of Customer. Customer understands that the terms and conditions of the storage receipts of warehousemen, and contracts of carriage of air, land and/or ocean carriers that Rock-it retains will apply to Customer as if Customer had entered into those contracts itself. In certain circumstances, Rock-it may provide warehouse services, ocean carriage in its capacity as a Non-Vessel Operating Common Carrier, air carriage in its capacity as an Indirect Air Carrier, and provide for the pickup, consolidation, line haul, break bulk, and distribution of less-than-truckload shipments as a licensed freight forwarder. In such instances, the terms of Rock-it's bill of lading or warehouse receipt will apply as if it had been issued to Customer. Customer is directed to copies of these documents posted on Rock- it's website.

Customer shall comply with all applicable laws and government regulations of any country to, from, through, or over which its goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information to Rock-it as may be necessary to comply with such laws and regulations. Shipments covered by these terms and conditions are prohibited if diverted contrary to U.S. or other laws. Customer warrants that the goods are properly marked, addressed, and packaged to withstand any contemplated method of transport. Customer, or such person or entity that originates and tenders Customer's goods for handling or transport, hereby consents to an inspection of the cargo.

1A) LIMITATION OF LIABILITY FOR LOSS, DAMAGE, OR DELAY

Rock-it will not be liable for any loss, damage, or delay to goods caused by a carrier or warehouse. Rock-it may provide a preliminary notice of claim on Customer's behalf for loss, damage, or delay against a carrier or warehouse on behalf of Customer, but recovery on such claims will be limited by the terms of the underlying contracts of carriage or storage. For domestic air transportation, truck transportation, and warehousing, liability for damage is limited to $0.50 per pound or $40 per article, or as stated by the contract of carriage or storage, whichever is less. For international air transportation, damage is limited to 22 Special Drawing Rights per kilogram or as is provided for in applicable international conventions. For carriage by water, damage is limited to $500 per package or customary freight unit.

Rock-it will not be liable for any loss, damage, or delay 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 punitive or exemplary damages nor any special, incidental, or consequential damages including lost income, profits, interest, or loss of market, whether or not Rock-it may have had knowledge that such damages might be incurred.

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 ADDITIONAL FEES TO PROCURE INSURANCE COVERAGE FOR PHYSICAL LOSS OR DAMAGE IN EXCESS OF THESE LIMITS BY INITIALING THE "I DO" SPACE IN 1B BELOW AND DECLARING THE ACTUAL REPLACEMENT VALUE OF THE GOODS IN ACCORDANCE WITH THE TERMS OF PARAGRAPH 1B BELOW. 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.

ROCK-IT WILL ONLY HONOR INSURANCE CLAIMS WHEN FEES ARE CHARGED ON AN INVOICE AND PAID TO ROCK-IT FOR INSURANCE COVERAGE ON THE SHIPMENT IN WHICH THE CLAIM OCCURRED.

1B) SERVICE FEES DO NOT INCLUDE CARGO INSURANCE UNLESS REQUESTED (INSURANCE FEES PAID) AND INITIALED BELOW; DECLARATION OF VALUE FOR INSURANCE PURPOSE

This insurance will be procured by Rock-it when requested by Customer and initialed below. In that event, Rock-it's fees will include fees for the insurance covering physical loss or damage with a deductible of 5% of shipment value but not less than $750 or more than $ 2,500. Note that the $2,500 deductible will not apply for shipments valued above $100,000 in which case Rock-it reserves the right to increase deductible and will advise Customer. Customer understands that Rock-it may decline Customer's request to procure insurance. Customer agrees, where Rock-it accepts Customer's request to procure insurance, to pay the fees in order to procure insurance in excess of Rock-it's limit of liability for physical loss or damage to the actual replacement value of the goods and understands that failure to pay insurance fees shall result in no coverage. Customer shall inform Rock-it in writing of the actual replacement value of each shipment it wishes to insure prior to the date of shipment; failure of Customer to so advise Rock-it shall result in no insurance coverage. FAILURE TO INITIAL BELOW WILL RESULT IN NO INSURANCE BEING PROCURED BY ROCK-IT FOR CUSTOMER.

I have reviewed and accepted the limitations on Rock-it's liability for loss, damage, or delay to goods moved under this agreement, and

I _____ DO want Rock-it to procure insurance for Customer's benefit for physical loss or damage.
(Initials)

1C) CUSTOMER WARRANTIES; INSPECTION OF SHIPMENTS

Customer warrants that it shall not tender to Rock-it any shipment containing explosives, destructive devices, or hazardous material for transport, handling, or storage. Customer warrants that it shall consider Rock-it's Customer Supply Chain Security Recommendations as posted on Rock-it's website. Customer agrees that Rock-it is allowed to inspect, through physical or any other means, any shipment tendered to Rock-it for transport, handling, or storage, including shipments in sealed packaging. Rock-it has the right to reject and return to Customer at Customer's expense, any shipment tendered to it in violation of Customer's warranties as set forth herein. Customer shall make no claim nor bring suit against Rock-it or any person or entity acting on behalf of Rock-it arising from any loss, damage, or delay caused by an inspection. Customer shall hold Rock-it harmless from and shall defend and indemnify Rock-it against any loss, damage, claim, or suit arising from any breach of the Customer's warranties as set forth herein.

1D) PROMPT NOTICE OF LOSS, DAMAGE, OR DELAY REQUIRED

Customer agrees to inspect its shipment upon delivery and give prompt notice of any loss or damage within 5 days of delivery for air or ground shipments and within 3 days of delivery for ocean shipments. Any oral notice of claim must be followed by written notice of claim. Customer agrees that Rock-it will not be held responsible for any loss or damage if written notice of damage is not provided to Rock-it within 10 days of delivery or in the event of loss within 15 days of when the goods should have been delivered. 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 in writing no later than 5 days after 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 1A above.

1E) PAYMENT OF INVOICES REQUIRED BEFORE CONSIDERATION OF CLAIMS

Customer agrees that Rock-it has no obligation to consider claims or to assist Customer in the filing of such claims against carriers or warehousemen on behalf of Customer if Customer has not paid Rock-it's fees for insurance coverage and Rock-it's invoices in full for the shipments in which claim arose.

1F) ROCK-IT GIVEN A LIEN ON INSURANCE PROCEEDS

Customer agrees that Rock-it shall have a lien in the amount of any unpaid invoices on any insurance proceeds issuing as a result of loss, damage, or delay to Customer's goods.

1G) CLAIMS EXPIRE AFTER ONE YEAR

Customer agrees that any suit brought against Rock-it must be commenced within one year from the date of this agreement or after completion of the services performed, whichever is later. In the event of delay or 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.

PART 2 - PAYMENT TERMS AND CREDIT AGREEMENT

2A) PAYMENT GUARANTEED BY CUSTOMER

Customer guarantees payment for all services rendered and carriage arranged by Rock-it on Customer's behalf.

2B) CUSTOMER BEARS RISK OF FOREIGN EXCHANGE FLUCTUATIONS

Estimates of fees for Rock-it's services may have been provided using exchange rates then in effect. Actual charges will reflect the currency exchange rate at the time the invoice is issued.

2C) CREDIT TERMS; SERVICE FEES ACCRUE ON LATE PAYMENTS

Customer agrees to pay Rock-it's invoice(s) in full prior to first shipment date or COD, whichever date comes first, unless otherwise agreed to in writing by Rock-it, and except where payment in advance is required by a carrier. For any payments not received within ten days of the payment due date, Customer agrees that Rock-it will be entitled to late fees of 1 ½% of the outstanding amount for each month or fraction thereof from the invoice date.

2D) ROCK-IT ENTITLED TO ATTORNEY'S FEES INCURRED IN COLLECTION

Customer agrees to pay Rock-it's reasonable attorney's fees, costs, and other expenses incurred in the event Rock-it determines that consultation with or retention of an attorney is necessary for collection.

2E) ROCK-IT GIVEN A LIEN ON GOODS FOR UNPAID CHARGES

Customer and consignee, holder, or assignee on any bill of lading shall be jointly and severally liable for all unpaid fees for services provided under this Agreement. When Rock-it is instructed to collect charges from any person or entity other than Customer, Customer shall remain liable for the charges and interest if Rock-it is not paid. ROCK-IT SHALL HAVE A LIEN ON ANY GOODS SHIPPED UNDER THIS AGREEMENT FOR FAILURE TO PAY FEES ON CURRENT AND PRIOR SHIPMENTS, REGARDLESS OF CREDIT ARRANGEMENTS, OWED BY THE CUSTOMER, CONSIGNEE, HOLDER, 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. Customer agrees to sign any notice of a security interest whether in the form of a UCC-1 or other form requested by Rock-it. 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.

2F) CONSENT TO RECEIVE CREDIT INFORMATION

Customer authorizes Rock-it to obtain credit reports on Customer and any representatives listed in Customer's Customer Agreement for Services and Credit, and obtain credit and funding information from Customer's bank or other references. It is understood that any such credit information will be held in strict confidence and used only for Rock-it's business purposes. 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.

2G) DUTIES AND TAXES

Customer acknowledges that Customer is solely responsible for collecting, reporting, and paying any and all sales taxes, use taxes, excise taxes, customs duties, and all other assessments on Customer's goods, regardless of the role(s) undertaken by Rock-it on behalf of Customer and as may be required by applicable laws or as imposed by any governmental authorities. In the event a governmental authority imposes a tax, customs duty, or other assessment against Rock-it regarding Customer's goods, Customer shall promptly acknowledge and pay Customer's obligation hereunder to the governmental authority and shall defend, hold harmless and indemnify Rock-it against such action and assessment.

PART 3 - SPECIAL POWER OF ATTORNEY

In addition to the U.S. Customs Import Power of Attorney, Customer specifically grants the following export power of attorney: POWER OF ATTORNEY GRANTED BY CUSTOMER AS U.S. PRINCIPAL PARTY IN INTEREST TO AUTHORIZED AGENT FOR EXPORT SHIPMENTS - Know all persons by these presents, that Customer is the U.S. Principal Party in Interest organized and doing business under the laws of the U.S. and having an office and place of business as indicated below hereby authorizes ROCK-IT CARGO USA LLC d/b/a ROCK-IT GLOBAL at 5343 West Imperial Highway, Suite 900, Los Angeles, CA 90045 to act for and on its behalf as a true and lawful agent and attorney of the U.S. Principal Party in Interest (USPPI) for, and in the name, place, and stead of the USPPI, from this date, in the U.S. either in writing, electronically, or by other authorized means to: act as authorized agent for export control, U.S. Census Bureau reporting, and U.S. Customs and Border Protection purposes; prepare and transmit any Electronic Export Information (EEI) or other documents or records required to be filed by the U.S. Census Bureau, U.S. Customs and Border Protection, U.S. Department Commerce-Bureau of Industry and Security, or any other U.S. Government agency; perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the USPPI and receive or ship any goods on behalf of the USPPI. The USPPI hereby certifies that all statements and information contained in the documentation provided to the authorized agent and relating to exportation is and will be true and correct. The USPPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation. Customer shall hold Rock-it harmless from and shall defend and indemnify Rock-it against any action or assessment by a governmental authority arising from any breach by Customer of Customer's export compliance obligations. This power of attorney is to remain in full force and effect until revocation in writing is duly given by the USPPI and received by the authorized agent.

PART 4 - TERM OF AGREEMENT AND TERMINATION; LEGAL JURISDICTION

4A) TERM OF AGREEMENT AND TERMINATION

This Agreement shall be effective upon execution by both parties. Part 1, Part 2, and Part 4 shall survive termination of this Agreement for any reason. This Agreement shall remain in effect until canceled by either party upon thirty days' written notice to the other party. If Customer terminates this Agreement, Customer agrees to pay Rock-it's fees for all services and expenses incurred up to the point of termination forthwith upon issuance of Rock-it's invoice. Rock-it has the right to immediately terminate this Agreement upon breach of the agreement by Customer for failure to pay Rock-it's fees.

The parties agree that a scanned, electronic, or faxed signature will be as equally binding as an original signature on these Terms and Conditions of Service and any other Rock-it documents.

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 and which are also available to Customer upon request. Customer agrees that the posted terms and conditions on Rock-it's website on the date of a shipment will apply to that shipment and govern the parties' obligations.

4B) APPLICABLE LAW AND FORUM SELECTION

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.

4C) EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Rock-it provides equal employment opportunity to applicants and employees, without regard to race, color, religion, sex, national origin, disability, or veteran status, and takes affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, nation origin, disability, or veteran status; as a federal contractor, Rock-it complies with applicable provisions requiring equal employment opportunity as required by law. For additional information, please access the federal Equal Employment Opportunity Clause at Rock-it's website.

4D) THIS FORM IS THE ENTIRE AGREEMENT AND SUPERSEDES CONTRARY ORDERS

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 or other documents issued to Rock-it, the terms of this Agreement shall take precedence over the terms of any such order or documents.

PART 5 - ACKNOWLEDGEMENT AND WARRANTY OF AUTHORITY

WARRANTY OF AUTHORITY AND CERTIFICATION

The person signing this Agreement on behalf of the Customer represents and warrants that s/he has the authority to sign this agreement on behalf of Customer, including appointment of Rock-it as Customer's attorney in fact, and to guarantee Rock-it full and prompt payment. The person signing below further certifies that the information given in the Customer Agreement for Services and Credit is true, correct, and complete, and further understands that Rock-it will rely on this information for credit purposes.

On Behalf Of:

Signature

Print Name

Title

Company

Company or Artist

Street Address

City, State, ZIP Code

Date

Accepted by Rock-it:

Name

Date

By signing above, Customer acknowledges that in the event payment is sent to an incorrect address or made to a fraudulent account, Customer is still liable for full invoiced amount plus any applicable late fees, and agrees that it must pay Rock-it that amount.