

CARRIER AGREEMENT TERMS

The following terms are incorporated into the "Contract For Truck Transportation" between The Outbound Group, Inc. and Carrier:

Sections 1 and 2 – Intentionally left blank. See the signed Agreement.

3. Insurance. CARRIER shall obtain and maintain in effect (a) personal injury and property damage liability insurance in compliance with the regulations of the FMCSA and the U. S. Department of Transportation, (b) Workers' Compensation insurance as required under the laws of the states in which the transportation services shall be performed, protecting and covering CARRIER and its employees in such amounts as are required by such laws, and (c) cargo insurance in the amount sufficient to cover its potential liability pursuant to paragraph 4 of this Agreement entitled "Cargo Loss". CARRIER shall cause its insurance carrier to furnish BROKER with a certificate attesting to the personal injury, property damage, workers' compensation, and cargo insurance in force, which certificate shall include a provision that the insurance carrier shall notify BROKER at least thirty (30) days in advance of any reduction or cancellation of such insurance.

4. Cargo Loss. CARRIER shall assume full and complete responsibility and liability, regardless of the fault of any person, for any and all loss and damage to, or delay of, any shipment while in possession or control of CARRIER under its terms, provided however, where the terms and conditions specified in this Agreement conflict with those in the Uniform Freight Documentation (see below), the terms and conditions specified in this Agreement shall prevail. The liability under this Agreement shall be for the full value of the property lost or damaged. Full value of lost or damaged items shall mean replacement cost established by trade sale or other invoice documentation, plus any additional transportation costs. BROKER or BROKER'S customers shall file any claim arising under this paragraph with CARRIER within nine (9) months of the delivery or loss of the shipment and bring suit within two (2) years from the date of any claim's declination. In the event BROKER or BROKER'S customers shall fail to comply with these time limits, the claim that is not timely filed shall be barred and CARRIER shall have no liability for the loss alleged.

5. Status of CARRIER. CARRIER shall perform the transportation contemplated by this Agreement as an independent contractor, and neither its employees nor its agents shall be deemed to be those of the BROKER. CARRIER shall be responsible for the procuring and operating the vehicles and the employment, hiring, training, supervising and controlling its drivers and helpers. CARRIER shall be responsible for the safe and lawful operation of the vehicles used in the performance of the transportation contemplated by this Agreement and shall hold BROKER harmless for any penalties, fines, assessments, claims or judgments resulting from the operation of the vehicles.

6. Expenses. CARRIER shall bear the costs and expenses of furnishing all fuel, oil, tires, and any other parts, supplies and equipment, necessary or required for the safe operation and maintenance of the equipment. CARRIER shall bear all expenses, including the expense of road service and repair in connection with the use and operation of the equipment and shall bear the cost and expense of maintaining the equipment in good repair and mechanical condition.

7. Documents.

A. The Uniform Freight Documentation form set forth as **Addendum "B"** may be utilized by the Parties. With the exception of the terms of paragraph 7.B. and the incorporated terms of **Addendum "C"**, the terms and conditions of this Agreement shall prevail over those appearing on that form or any other form(s) used by the Parties for the delivery of freight. Any form(s) used by the Parties shall only be used for the purpose of documenting the pick-up and delivery of freight. Either Party, at its option, may supply any document required by or referenced in this Agreement in either paper or electronic form (including, but not limited to, an electronically imaged, faxed, photocopied, or online posted version), and any such version shall be sufficient for all purposes under this Agreement. Unless specifically agreed to by the Parties, any joint movement involving another transportation entity to or from a point outside the U.S. shall not be considered as moving on a "through" bill of lading. Carrier agrees not to

subcontract, broker, interline, or to use "substituted services" by rail or motor carrier without the specific approval of Shipper. If for any reason this is done without permission, Carrier shall be liable to Shipper for any cargo loss, damage, or injury to the same extent as if Carrier performed the service.

B. The Service Confirmation form set forth as **Addendum "C"** may also be utilized by the Parties. The terms and conditions of **Addendum "C"**, when used, shall be incorporated into this Agreement, but in the event of a conflict between the terms or language of **Addendum "C"** and any other document, the terms and language of **Addendum "C"** shall govern.

8. Rates and Charges.

A. CARRIER agrees to transport the commodities of BROKER's Customers as may be tendered by those Customers to CARRIER. CARRIER shall assess only those rates and charges for the truck transportation services contemplated by this Agreement, as stated in **Addendum "A"** or the applicable sub-numbered Addendum. The rates and charges as stated in Addendum "A" and sub-numbered Addendums, shall remain in effect for one (1) year's time from the date of the Addendum, unless CARRIER and BROKER agree in writing to their modification. Any adjustments in the dates and charges agreed to by the parties by means of any Addendum similarly shall remain in effect for one (1) year's time. By mutual consent Addendum "A" may be modified, if the modification is in writing and signed by both parties. Further, Addendum "A" may be added to by supplemental Addendums "A-1", "A-2", and so forth in order to provide for additional or different rates and services, as long as those additional Addendums are in writing and signed by both parties.

B. CARRIER shall submit its invoice to BROKER's Customer or directly to BROKER in accordance with BROKER's instructions, within fifteen (15) days of the date of the shipment and BROKER shall obtain payment from BROKER's Customer and pay CARRIER within fifteen (15) days of its receipt of payment from its Customer. Receipt of the invoice shall be deemed to have occurred on the third working day after the mailing of the invoice by CARRIER. In the event the delivery receipt or Bill of Lading is not clear, BROKER has the right to withhold payment of any freight charges payable, in whole or in part, until any claim with respect to any shipment is finally resolved in accordance with the provisions of this Agreement.

C. BROKER shall specify whether the terms for any shipment under this contract shall be "prepaid" to be paid by the consignor, or marked "collect" to be paid by the consignee.

D. BROKER may specify whether the collection of charges from any consignee shall be without recourse to the BROKER as the consignor, in accordance with those provisions of Section 7 of the Uniform Bill of Lading as in effect on the date of this Agreement.

E. The parties agree that the party obligated for the payment of freight charges is not BROKER but is BROKER's customer(s), whether the consignor or the consignee for the respective freight, and that BROKER has no obligation to pay the freight charges to CARRIER unless BROKER receives payment from its customer for the freight charges. In the event that after movement and delivery of freight, the party responsible for payment of freight charges and fees becomes bankrupt, or for any reason defaults on its obligation to pay freight charges and fees which BROKER had already paid to CARRIER, CARRIER agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred, subrogated and assigned to BROKER for the purposes of collection and recovery from the responsible party(s).

F. CARRIER shall neither have nor claim any lien rights on or against any property transported under this Agreement. However, should a consignor or consignee notify BROKER of a claim for loss or damage to property transported by CARRIER under this Agreement, BROKER shall promptly give CARRIER written notice of such claim and CARRIER shall have thirty (30) days to attempt to resolve the claim with BROKER's customer. In the event CARRIER cannot resolve such claim within such time, CARRIER agrees that BROKER and consignor/consignee shall have the right to set-off that claim amount from any freight charge payments due to CARRIER.

9. Detention and Other Ancillary Charges. Any applicable detention and/or ancillary charges shall only be charged as stated in the applicable **Addendum "A"**.

10. All Shipments Under Contract. Whether or not CARRIER is authorized to or does operate as a common motor carrier, each and every shipment tendered by BROKER to CARRIER on or after the date of this Agreement shall be deemed to be a tender to CARRIER as a motor contract carrier and shall be subject only to the terms of this Agreement and the provisions of law applicable to motor contract carriers.

11. Overcharges and Undercharges.

A. Any action at law by CARRIER to recover undercharges pursuant to services provided under this Agreement, or by BROKER or BROKER's Customer to recover overcharges claimed against CARRIER for services rendered under this Agreement, shall be commenced not more than two (2) years after CARRIER's receipt of the shipment with respect to which such undercharge or overcharge is claimed to be due.

B. The provisions of this section shall survive the cancellation, termination or expiration of this Agreement.

12. Assignment. This Agreement may not be assigned, in whole or in part, by either party, without the written consent of the other party.

13. Confidentiality.

A. Except as required by law or other provisions of this Agreement, the terms and conditions of this Agreement and information pertaining to any shipment transported under this Agreement shall not be disclosed by either party to persons other than its own directors, officers, employees, agents, attorneys, accountants and auditors.

B. BROKER shall have the right to disclose any such terms, conditions or information to its vendors, vendees or the consignees of the individual shipments moving between BROKER and the applicable vendor, vendee or consignee.

C. The provisions of this section shall survive the cancellation, termination or expiration of this Agreement.

14. Indemnification. CARRIER shall defend and hold BROKER harmless from, and indemnify BROKER for any and all liability or claims for loss or damage to any freight in the possession and/or control of CARRIER in connection with transportation under this Agreement, and any and all liability or claims for personal injury or death or property loss or damage arising out of the acts or omissions of CARRIER and its employees, independent contractors or agents in providing transportation under this Agreement. CARRIER's obligation under this Agreement shall include liability for payment of any and all costs and/or fees incurred by BROKER in the adjustment or defence of any claim for cargo loss or damage and/or claim for personal injury or death or property loss or damage arising out of transportation operations and services under this Agreement. CARRIER agrees that its obligation to defend, indemnify and hold harmless BROKER from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this Agreements shall survive any termination of this Agreement.

15. Force Majeure. Except as otherwise provided, the obligation of CARRIER to furnish and of BROKER to use the transportation services provided for in this Agreement shall be suspended temporarily during any period(s) in which either of the parties is unable to comply with the requirements of this Agreement by reason of the acts of God or the public enemy, fire, flood, labor disorder, civil commotion, closing of the public highway(s), government interference or regulations, or other contingencies similar to the foregoing beyond the reasonable control of the affected party. The party experiencing an event of Force Majeure shall notify other parties of the event as soon as possible, take reasonable action to eliminate the cause for the Force Majeure and resume normal operations as soon as possible.

16. Term and Termination Provision. The term of this Agreement shall be for an initial period of one (1) year. Following termination of such initial period, this Agreement shall continue in force from year to year until termination by either party with or without cause upon not less than thirty (30) days prior written notice in accordance with Section 18, "Notices". This provision shall apply from the effective date of this Agreement.

17. Default. If in the opinion of either party the financial responsibility of the other party is impaired, or if either party should persistently or repeatedly refuse or fail to perform any duty, obligation or responsibility required by the terms of this Agreement, or persistently disregard laws or regulations applicable to performance under the terms of this Agreement, either party may terminate this Agreement without prejudice to any other right or remedy, after giving the other party at least thirty (30) days' prior written notice of such termination.

18. Notices.

A. Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by hand or by U. S. Certified Mail, return receipt requested, addressed as indicated in the heading to this Agreement, or to such other addresses as a party shall from time to time advise the other party. Any notice given under this Agreement shall be effective, if sent by mail, on the date of placing the same in the United States Mail, and if by personal delivery, the date of such delivery.

B. Alternatively, any such notice may be given by facsimile to the facsimile number of the other party as disclosed and indicated in the heading to this Agreement. Any notice given by facsimile shall be effective on the date it is sent provided the receiving party gives evidence of receipt or the sending party obtains evidence of receipt by machine confirmation.

19. No Back Solicitation Agreement. CARRIER and BROKER agree that BROKER, at great expense, has developed a broad customer and vendor base that is essential to the successful operation of BROKER, and that the disclosure of these parties to CARRIER constitutes valuable consideration. During the term of this Agreement and for a period of one (1) year from termination of this Agreement, CARRIER shall not solicit traffic from any consignor, consignee, or Customer of BROKER (collectively referred to as "Customers") where either (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the BROKER, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. Solicitations prohibited under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation of shipper traffic by the CARRIER for BROKER's Customers. Solicitation includes conduct initiated or induced by CARRIER, or accepted from or through others in any way related to or affiliated with CARRIER. If CARRIER breaches this Agreement and "back-solicits" the BROKER's Customers, and obtains traffic from such Customers, CARRIER shall pay BROKER within ten (10) days of each such violation an amount equal to ten (10%) of all revenues invoiced to BROKER's Customers by CARRIER. CARRIER further agrees that BROKER may publicly report this breach of the Agreement, if it occurs, to any trade association or publication, and that the facts of the breach may be published.

20. Miscellaneous.

A. This Agreement contains the entire understanding between the parties with respect to the subject matter treated herein.

B. This Agreement supersedes and cancels all prior letters of intent, agreements, understandings, offers and assurances, oral or written, of any party, and shall be the sole agreement with respect to the matters involved, except as may be agreed to in writing by subsequent amendments.

C. This Agreement is being delivered in and is intended to be performed in the State of Michigan. The terms of this Agreement are subject to the provisions the United States Transportation Code, at 49 USC 101, et. Sec., formerly known as the Interstate Commerce Act and the Rules and Regulations of the FMCSA, USDOT, or their successors, which may govern by subject matter and jurisdictional supremacy. To the extent that federal law does not govern, this Agreement shall be construed and enforced in accordance with the laws of Michigan.

D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.

E. No modification of this Agreement shall be valid unless in writing and executed by all the parties. No breach of any provision of this Agreement shall be deemed waived unless specifically waived in writing by the non-breaching party. The waiver of any breach of any term

or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature.

F. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

G. BROKER and CARRIER will discuss any perceived deficiency in performance by either of them, and will promptly attempt to resolve all disputes in good faith.

H. In the event that the FMCSA, or any other federal agency or department, or any state government, agency or department shall by regulation, order or statute, directly or indirectly, require or prescribe the establishment of any rules or provisions inconsistent with the terms of this Agreement, CARRIER shall promptly notify BROKER and BROKER or CARRIER may, without prejudice to any other right or remedy, terminate this Agreement after giving at least five (5) days' prior written notice of such termination.

I. By execution of this agreement, the parties consent to venue in the Circuit Court for Oakland County, Michigan, for any action brought to enforce the terms of this agreement or to collect any monies due under it. Any action for breach of this contract cannot be brought more than two (2) years after the accrual of the cause of action.

J. Each party and its respective legal counsel have reviewed and revised this Agreement and have had equal opportunity for input into this Agreement. Neither Party nor their respective legal counsel shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation shall not be construed more in favor of one Party than the other; rather, questions of interpretation shall be construed equally as to each Party.

K. CARRIER and BROKER each represent that they have the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform their obligations under this Agreement.

L. The Recitals to this Agreement are incorporated into and made part of the terms of the Agreement.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
November 07, 2003

LICENSE
MC-339422-B
THE OUTBOUND GROUP, INC
D/B/A THE OUTBOUND GROUP
ROMULUS, MI

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief
Information Systems Division

BPO

Exhibit "B"
Carrier To Provide Operating Permit

Addendum "A"

This Addendum to the Contract For Truck Transportation ("Agreement"), made a part of said Agreement, manifests the parties' understanding that the truck transportation services shall be performed by CARRIER at the following rates and charges, based on the following minimum number of shipments and liquidated damages (if applicable):

Minimum number of shipments to be tendered in annual period: _____

Liquidated Damages paid for each shipment under the agreed minimum \$ _____

<u>Service</u>	<u>Rate</u>
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Detention Charges (If Applicable)

No adjustment in the rates and charges shall be made for one (1) year from the date hereof, unless agreed to in writing by both CARRIER and BROKER.

Effective _____, 200__.

BROKER:
The Outbound Group, Inc.

CARRIER:

By: _____

By: _____

Title: _____

Title: _____

(To be Printed on White Paper)

Addendum "B" UNIFORM FREIGHT DOCUMENTATION

ORIGINAL – NOT NEGOTIABLE

Carrier's Pro No. _____
Shipper's Bill of Lading No. _____
Consignee's Reference/PO No. _____
Carrier's Code (SCAC) _____

Name of Carrier _____

RECEIVED, subject to individually determined rates and contract terms that have been agreed upon in writing between the carrier and shipper:

From: _____ Date: _____
Street: _____ City: _____ County: _____ State: _____ Zip: _____

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination.

Consigned to _____
On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name

Destination Street _____
City _____ County _____ State _____ Zip _____
Delivering Carrier _____ Trailer No. _____
Additional Shipment Information _____

Collect on Delivery \$ _____ Street _____ City _____ State _____	C.O.D. charges Shipper <input type="checkbox"/> To be paid by Consignee <input type="checkbox"/>
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Hdlg. Units No. Type	Packages No. Type	⊛ HM	Kind of Package, Destination of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subj to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Options)

⊛ Mark "X" to designate Hazardous Materials as defined in DOT Regulations.

NOTE (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.

**Freight charges are
PREPAID
Unless marked collect.
CHECK BOX
IF COLLECT**

Notify if problem enroute or at delivery _____ (for information purposes only).
Name Fax No.

Tele No.

Send freight bill to _____
Company Name City Street State Zip

Shipper _____ Carrier _____
Per _____ Per _____ Date _____

HAZARDOUS MATERIAL CERTIFICATION

Shipper Certification	Carrier Certification
This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT. Per: _____ Date: _____	Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent document in the vehicle. Per _____ Package Nos. _____ Date _____

Addendum "C"
SERVICE CONFIRMATION UNDER CONTRACT FOR TRUCK TRANSPORTATION

The following Service Confirmation is made between:

BROKER

The Outbound Group, Inc.
and **OBX Logistics, Inc.**

9900 Harrison
Romulus, MI 48174
Tel: (734) 947-9080 Fax: (734) 947-1395
FMCSA # MC 339422

Pick Up:

Location: _____
Address _____
City/State/Zip _____
Phone _____
Scheduled Date _____
Time (Eastern Time) _____

Descript _____
Load/Wt _____

Carrier Information

Carrier Order No. _____
Satellite Equipped? Yes No
24-Hour Dispatch? Yes No
Estimated Pay to Carrier (US) \$ _____
Authorized Signature _____

CARRIER

Name: _____
Address: _____

Tel: (____) _____ Fax: (____) _____
FMCSA # MC _____
USDOT # _____

Deliver To:

Location: _____
Address _____
City/State/Zip _____
Phone _____
Scheduled Date _____
Time (Eastern Time) _____

Dimensions _____
Stackable? _____

Total Pieces _____
Total Weight _____
Total Miles _____

Driver's Name: _____

Vehicle ID: _____

This Service Confirmation fax verifies the mutually agreed upon rate(s) and service(s) on the shipment listed above. This confirmation is considered contractual and takes precedence over any filed or unfilled tariff, or rate previously agreed to by the parties. This Service Confirmation is otherwise incorporated in and subject to the terms of the Contract for Truck Transportation signed by Carrier and Broker as well as the "Carrier Agreement Terms" posted on Brokers web site (www.theoutboundgroup.com). The following requirements are incorporated and the failure to comply shall be cause for payment of damages and reduction in compensation:

- Broker must be notified upon Carrier arrival at shipper, loaded departure, arrival and release from Customs (if applicable), arrival at consignee, and empty return at destination.
- Position updates and status every four (4) hours.
- Immediate notification of any problems, delays, breakdowns, weather or traffic delays.

Failure to communicate any service-related issues may result in reduced payment for services rendered.

-All detention times, dry runs, and other accessorial charges must be documented on the bill of lading with In/Out times. In addition, immediate advance notification to Brokers (Tel: (877) 947-9087; email: Dispatch@obxlogistics.com) is required.

-A legible signature on the shipper's bill of lading, including date and time are required to approve payment. Carrier's driver must count freight and verify that the correct shipment is loaded.

Carrier's driver shall FAX all delivery paperwork to Broker at (734) 947-1395 from final destination after proof of delivery is received. Broker will pay Carrier within 30-days after receipt of properly submitted and valid invoice.

Return this signed Confirmation by fax to : (734) 947-1395. Thank you.