

OWI SPECIALIZED, INC. MASTER PROJECT LOGISTICS SERVICES AGREEMENT

This Master Project Logistics Services Agreement (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by _____, ("Customer"), a _____ business with offices at _____ and OWI Specialized, Inc., and its subsidiaries, related companies, agents, or representatives (collectively, "OWI") with offices at P.O. Box 6674, San Pedro, CA 90734.

RECITALS

WHEREAS, Customer requires project logistics services including, without limitation, ocean and air transportation, transloading and warehousing services, arranging specialized motor truck services, rigging, packing and/or other transportation related services within and from the United States;

WHEREAS, OWI desires to serve as Customer's single point of contact, a unified point of control, from the point of origin to destination, and to provide services to Customer;

NOW, THEREFORE, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Charges" include, without limitation, freight, all expenses, costs, duty, tax, detention, per diem, demurrage, general average, and any other money obligations incurred or payable by Customer, and all collection costs for freight and other amounts due from Customer including, without limitation, attorneys' fees and court costs.

1.2 "Claims" mean, without limitation, liabilities, claims, suits, demands, actions, fines, damages, losses, costs and expenses (including reasonable attorneys' fees)

1.3 "Services" means, without limitation, arranging ocean and air transportation, warehousing services, labeling, inspecting, quality control, order fulfillment, logistics, and other transportation related services, such as arranging motor truck transportation, to facilitate Goods from a foreign country to the United States, including, but not limited to, assisting with customs requirements in the United States, and domestic interstate and intrastate transportation of Goods and as further described in section 3.1. Without limitation, "Services" include any services that OWI may perform in furtherance of this Agreement.

1.4 "Goods" means merchandise that Customer has tendered to OWI for Services.

1.5 "Person" means any natural person, firm, partnership, joint venture, corporation, or any other legal entity.

1.6 "Warehouse" means arranging third party warehousing on an as needed basis. OWI is not a warehouse operator.

2.0 SCOPE

OWI shall provide or arrange Services under this Agreement, which shall govern the parties' relationship, to the exclusion of any other agreement and any non-compulsorily applicable law. OWI may perform Services or it may contract with OWI's subsidiaries, related companies or third-party independent contractors as service providers including, without limitation, air carriers, motor carriers, brokers, freight forwarders, indirect air carriers, warehousemen, or other transportation and transportation-related service providers (collectively, the "Service Providers") to transport or handle the Goods. OWI has the right at any time and on any terms whatsoever to sub-contract the whole or any part of Services.

3.0 SERVICES

3.1 During the term of this Agreement and based on orders that Customer submits, OWI shall perform Services on behalf of Customer, generally consisting of arranging freight and logistics management, transportation services, and arranging customs clearance services.

3.2 Services Subject to OWI's Terms and Conditions of Service. Customer understands and agrees that OWI shall perform all Services subject to OWI's then-current Terms and Conditions of Service ("T&C"). The current T&C is attached hereto as

Appendix "A," which is incorporated herein by reference.

3.3 Documents and Contract Terms Applicable to Specific Services. A copy of OWI's ocean house bill of lading ("HBL") is attached hereto as Appendix "B," which is incorporated herein by reference. A copy of OWI's surface freight forwarder bill of lading ("FF BOL") is attached hereto as Appendix "C," which is incorporated herein by reference. A copy of OWI's broker – shipper ("BSA") agreement attached hereto as Appendix "D," which is incorporated herein by reference.

3.4 Order of precedence of documents in the event of conflicting terms: (1) this Agreement; (2) the T&C; and (3) any documents from section 3.3 that apply to specific services, nevertheless subject to this Agreement.

3.5 Services Details. Customer shall provide OWI in writing with all storage, transportation, and delivery details including, without limitation, points of origin and destination, description of the Goods, and identification of the ultimate consignee, the importer of record, and any special delivery and detailed handling specifications.

4.0 RATES AND PAYMENTS

4.1 Compensation. OWI's Charges for Services depend on many factors including, but not limited to the origin, destination, nature, weight and dimensions of the Goods and Customer's requested service level from origin to destination. OWI shall perform Services according OWI's spot quotes issued upon Customer's request. All spot quotes are subject to the terms of this Agreement.

4.2 Payment Terms. Customer shall pay OWI all Charges applicable to Services, with no right of set-off, including for any claims based on disputed invoices or claims for loss or damage. All charges are due and payable prior to delivery/release of the freight via wire transfer or other payment method agreed to in writing prior to OWI's receipt of the Goods. Failure to pay OWI's invoices will result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment under section 14.0 of this Agreement.

4.3 Rate Review. Notwithstanding section 4.1, OWI reserves the right to increase its rates for Services upon thirty (30) days' written notice to Customer.

4.4 Late-Payment Charge. OWI shall be entitled to impose a late-payment charge if Customer fails to pay any invoiced amount within ninety (90) days after such payment was due and payable. The interest rate shall be one per cent (1%) per month for any overdue period until the date of payment.

4.5 Disputed Amount. If Customer disputes an invoice or a portion of an invoice, the Customer shall send a Dispute Notice within 30 days of the original invoice and may withhold the amount claimed to be in dispute ("Disputed Amount"). In such case, the late-payment charge shall not be imposed on the Disputed Amount. However, if it is determined that Customer improperly withheld the Disputed Amount, a late-payment charge will be imposed on the Disputed Amount. In no event shall Customer withhold payment in excess of the Disputed Amount, and a late-payment charge will be imposed on all amounts improperly withheld.

5.0 TERM

This Agreement shall commence on the Effective Date and continue in effect for an initial period of three (3) years. Thereafter, this Agreement shall automatically renew for additional consecutive one (1) year periods, unless terminated by either party upon at least sixty (60) days prior written notice to the other party. Termination shall not release either party from any liability or obligation existing or accrued at or prior to the date of such termination.

6.0 TERMINATION

Notwithstanding anything herein to the contrary, this Agreement may be terminated:

6.1 By either party in the event that any party hereto shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any party seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for substantially all of its property; and, in the case of any such proceeding

instituted against it, but not instituted by it, that is being diligently contested by it in good faith, either such proceeding shall remain un-dismissed or un-stayed for a period of thirty (30) days, or any of the actions sought in such proceeding, including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or any substantial part of its property shall occur, or any party shall take any corporate action to authorize any of the foregoing actions.

6.2 By OWI or Customer at any time after default in any amounts due and payable by the other party, after notice and the expiration of a thirty (30) day opportunity to cure.

6.3 By either party, if the other party commits a material breach of this Agreement and such material breach has not been remedied, if capable of being remedied, within thirty (30) days from date of written notification of such breach.

6.4 By either party immediately upon the giving of notice in the event that a "Force Majeure Event," as defined in section 16.0 of this Agreement, persists for a period of longer than seven (7) days.

6.5 By Customer or OWI immediately upon the giving of notice upon a breach by the other party of the provisions of section 28.0 below.

6.6 By either party upon written notice to the other party delivered not earlier than one hundred eighty (180) days before the termination date stated in such written notice.

7.0 EFFECT OF TERMINATION

7.1 Termination or expiration of this Agreement shall not relieve either party of any liabilities or obligations it may have to the other party, which liabilities or obligations accrued during the term of the Agreement or that arise out of or is related to acts or omissions occurring prior to such termination or expiration.

7.2 The parties agree that all amounts due and payable by either party to the other shall be settled within thirty (30) days upon termination or expiration of the Agreement. If either party disputes an amount that the other party believes to be due and payable upon the termination or expiration hereof and such disputing party provides written notice of same to the other party (the "Termination Payment Dispute Notice"), then the amount that is the subject of the Termination Payment Dispute Notice shall not be due and payable until the parties resolve same either by mutual agreement, or in the absence thereof, in accordance with section 24.0.

8.0 TITLE TO GOODS

Title to the Goods shall remain with Customer until such time as when it transfers the same to the Customer's customer. Nothing in this Agreement shall limit or waive any lien rights that OWI may have under applicable law as to the Goods.

9.0 TRADE LAWS

9.1 The parties understand and agree that all activities hereunder, including the import, export, re-export, transshipment, transfer, release, delivery, or pick-up of all Goods are subject to all applicable U.S. and non-U.S. laws including, without limitation, any statutes, executive orders, regulations, governmental agency decisions, judicial decisions, or any other written decrees that have the force and effect of law in the country in question governing the export of the Goods including, without limitation, laws concerning exports and economic sanctions, and customs laws, including without limitation, Maritime Safety Committee of the International Maritime Organization approved Guidelines Regarding the Verified Gross Mass of a Container Carrying Cargo (the "IMO Guidelines"). Those guidelines state: "The responsibility for obtaining and documenting the verified gross mass of a packed container lies with the shipper." Under the IMO Guidelines, "[s]hipper means a legal entity or person named on the bill of lading or sea waybill or equivalent multimodal transport document (e.g. 'through' bill of lading) as shipper and/or who (or in whose name or on whose behalf) a contract of carriage has been concluded with a shipping company." (collectively, "Trade Laws").

9.2 Customer agrees:

9.2.1 To act as the importer or exporter of the Goods or other principal party in interest or as agent of the importer, exporter or other principal party in interest, as the case may be, under all Trade Laws and regulations;

9.2.2 That Customer is responsible for complying with all Trade Laws applicable to the import, export, re-export, transshipment, transfer, or release of any Goods from any country;

9.2.3 That Customer is solely responsible for (a) properly classifying the Goods under the Trade Laws; (b) obtaining any required licenses and other authorizations for export, re-export, transshipment, transfer, or release; (c) correctly completing and filing with any government, as appropriate, all documents required under the Trade Laws; and (d) ensuring that all export-related documents, including shipping and sales documents, generated in connection with Services, conform to and are maintained in accordance with the Trade Laws;

9.2.4 That Customer is solely responsible for providing accurate written instructions to OWI in advance of any import, export, re-export, transshipment, transfer, release, delivery, pickup, or other activity in relation to any Goods, which instructions shall be in compliance with all Trade Laws and will set forth all information required for OWI to comply with those Laws in connection with that export, re-export, transshipment, transfer, release, delivery, pick-up, or other activity; and

9.2.5 That, notwithstanding any other provision in this Agreement to the contrary, Customer shall indemnify, defend, and hold OWI harmless from and against all claims or investigations arising out of or in connection with: (a) Customer's breach of this section; (b) OWI's or any Service Provider's compliance with Customer's instructions in the export, re-export, transshipment, transfer, release, delivery, pick-up, or other activity in relation to any Goods; or (c) error on the part of any government official including, without limitation, any Person employed by, representing, or acting on behalf of any government agency in the United States or any other country, in connection with the import, export, re-export, transshipment, transfer, release, delivery, pick-up, or other activity in relation to any Goods.

10.0 TAXES

Customer shall pay all sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Each party shall be responsible for taxes on its income, employment taxes as to its employees, and for taxes on any property that it owns or leases.

11.0 INSURANCE

OWI shall maintain customary policies of liability insurance with policy limits consistent with all legal requirements and industry practices. Upon written request, OWI shall provide evidence of insurance coverages. OWI does not arrange for first-party cargo insurance unless expressly requested by Customer.

12.0 NOTICE OF CLAIM AND CONTRACTUAL LIMITATIONS PERIOD

12.1 As a condition precedent to OWI's processing of a claim for loss of or damage to Goods, Customer must first pay all Charges as to Services that OWI performed or arranged for those Goods that are the subject of a claim.

12.2 Subject to any mandatorily enforceable national law or convention, any claims for loss of or damage to Goods during their transportation to a customer or during their Services must be filed against OWI within fourteen (14) days after the delivery of the Goods, except that claims for failure to make delivery must be filed within ninety (90) days after a reasonable time for delivery has elapsed. The failure to file a claim within the aforementioned fourteen-day period shall result in the claim's being time-barred and OWI's discharge from any liability. OWI shall not pay any time-barred claims. A timely notice of claim is a condition precedent to the right to institute a timely lawsuit under section 24.0.

12.3 Customer must file a lawsuit under section 24.0 no later than one (1) year and one day from the day on which OWI has given written notice to the claimant that OWI has disallowed the claim or any part or parts of the claim specified in the timely notice of claim. Assuming a timely notice of claim, the failure to institute a lawsuit under section 24.0 within the aforementioned one-year-and-one-day period shall result in the claim's being time-barred and OWI's discharge from all liability. OWI shall not pay any time-barred claims.

13.0 LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION OF LIABILITY, FOR ALL SERVICES, FREIGHT LOSS, DAMAGE OR DELAY

Subject to sections 12.0, and 24.0 of this Agreement, OWI's liability to Customer arising out of or related to Services or to loss, damage or delay to Goods shall not exceed, as applicable:

(a) for Claims arising from OWI's ocean freight forwarding Services under OWI's T&C, including, without limitation, booking of ocean freight and preparing of ocean bills of lading, \$50 per shipment; or

(b) for Claims arising from OWI's surface freight forwarding Services under OWI's FF BOL, including, without limitation, assembly and consolidation of Goods for interstate transportation by motor or air carrier, \$0.50 per pound; or

(c) for Claims arising from OWI's freight brokering Services under OWI's BSA, including, without limitation, arranging the transportation of Goods by a motor carrier, \$50 per shipment; or

(d) for Claims arising from OWI's arranging domestic or international indirect air carrier Services under OWI's T&C, including, without limitation, booking of ocean freight and preparing of ocean bills of lading, \$50 per shipment; or

(e) for Claims arising from OWI's arranging of any warehousing Services under OWI's T&C, including, without limitation, order fulfillment, transloading and consolidation of Goods, \$50 per shipment; or

(f) for Claims arising from OWI's non-vessel-operating common carrier Services under OWI's HBL, including, without limitation, international ocean carriage of Goods, \$500 per package or customary freight unit; or

(g) for Claims arising from OWI's arrangement of customs brokerage Services by licensed Customs brokers under OWI's T&C, including, without limitation, the filing of entries, valuation, and classification, \$50 per shipment; or

(h) for Claims arising from Services where the specific nature of the Service at the time of loss, damage, or delay unknown or indeterminable, Company and OWI agree that the Claim will be subject to OWI's T&C and that OWI's liability shall be limited to \$50 per shipment.

Company and OWI agree that they have negotiated a reasonable limit of liability based on the value of the Goods and the Parties' respective business interests and rates for the Services. Unless Customer declares in writing the nature and value of the Goods prior to OWI's performance of any Services and pays the corresponding ad valorem rate, Customer knowingly and willingly elects for OWI to perform Services under the OWI's regular/lower rates, the consequence of which shall be that neither OWI nor its Service Providers shall, in any event, be or become liable for any loss of or damage to the Goods, or in connection with any Services, in an amount exceeding OWI's applicable limit of liability, as set forth in one of the above paragraphs.

To increase OWI's liability for loss, damage, or delay in excess of OWI's applicable limit of liability, OWI offers Customer the opportunity to declare a value of the Goods for carriage of up to \$500,000. Declaring a value of the Goods for carriage is not the same as buying cargo insurance for the Goods. If Customer were to elect to declare a value for carriage, the maximum declared value cannot exceed \$500,000 per shipment. If Customer were to declare a value to OWI, the cost shall be an ad valorem rate of \$1.00 for each \$100 in declared value, in addition to OWI's lower/regular rates.

14.0 LIEN

OWI has a general lien on all Goods under the terms of this Agreement for all amounts owed by Customer under this Agreement. This general lien is based upon OWI's T&C, the terms of all applicable bills of lading, warehouse receipts, State and Federal law including but not limited to California Civil Code section 3051.5. OWI's deliveries are conditional and all liens survive delivery.

15.0 EXCLUSIONS

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFIT AND CHARGEBACKS, EVEN IF THE PARTIES ARE PUT ON NOTICE OF SUCH POTENTIAL DAMAGES. OWI SHALL HAVE NO LIABILITY TO CUSTOMER IN CONNECTION WITH SERVICES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

16.0 FORCE MAJEURE

"Force Majeure Event" means any event beyond a party's control including, without limitation, acts of war, acts of public enemies, terrorist attacks, governmental orders relating to the foregoing, insurrections, riots, sabotage, earthquakes, floods, acts of God, embargoes, authority of laws, labor disputes, strikes, lockouts, job actions, boycotts, fires, explosions, or failure in electrical power, heat, light, air conditioning, or communications equipment. To the extent that either party's performance, except payment obligations, is precluded or delayed by a Force Majeure Event, such performance shall be excused for the time necessitated by such Force Majeure Event.

17.0 INDEPENDENT CONTRACTOR - SUBCONTRACTOR

OWI is an independent contractor. If Customer is a carrier or freight forwarder or other transportation intermediary OWI is a subcontractor. As subcontractor and at OWI's option, OWI shall be entitled, without limitation, to the benefits, rights and defenses of any of Customer's bill of lading, air waybills, warehouse receipts, tariffs, terms and conditions or service or other contracts concerning the Goods.

18.0 EMPLOYEES

OWI and Customer shall not solicit for employment or employ any of each other's employees, except for employees terminated by the other party, during the term of, and for a period of one (1) year following termination of this Agreement, without the written permission of the other party. A general notice of an employment opportunity, such as an advertisement in a newspaper or web-based job search site, shall not be deemed solicitation for purposes of this section. If either party were to violate this section, then the breaching party shall remit to the other party a sum in an amount equal to the subject employee's salary and cost of benefits over a six (6) month period, in addition to and not in lieu of other remedies at law or in equity.

19.0 INDEMNITY

Customer shall indemnify, defend, and hold OWI harmless from and against any liabilities, claims, losses, costs, expenses, including reasonable attorneys' fees, judgments, fines, or penalties on account of damage of any kind whatsoever including, without limitation, personal injury, property damage, or any combination thereof, that any Person including OWI or any Service Provider suffers or claims to have suffered because of Customer's negligence or breach of any of the terms of this Agreement, except damage or loss to Goods solely caused by the active negligence of any Service Provider, OWI, or OWI's suppliers or other contractors.

20.0 AGREEMENT PREVAILS OVER ALL OTHER DOCUMENTS

This Agreement is fully integrated. In case of a conflict, and except as otherwise set forth in this Agreement, it shall prevail over the terms and conditions of any other document that purports to apply to any Services including, without limitation, any receipt, bill of lading, waybill, warehouse receipt, or tariff not expressly incorporated herein.

21.0 CONFIDENTIALITY

For two (2) years from the date of disclosure by a party of any of its proprietary or confidential information ("Confidential Information"), and in the case of Confidential Information that constitutes a trade secret under applicable law for so long as such Confidential Information remains a trade secret, the party receiving such Confidential Information will not disclose such Confidential Information and shall exercise the same degree of care to avoid disclosure of such Confidential Information as it employs with respect to its own Confidential Information, but not less than reasonable care. Customer and OWI agree that use of social media, including but not limited to blogging, internet posting, Twitter, and Facebook posts containing any Confidential Information is a breach of this Agreement.

22.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Agreement is the parties' final expression and entire agreement arising out of or in any way related to its subject matter. This Agreement sets forth the parties' entire understanding and it supersedes any and all contemporaneous and prior oral and written understandings and agreements that arise out of or are in any way related to the subject matter of the Agreement. No party has relied on any representation, assurance, or understanding other than as this Agreement expressly states. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each party.

23.0 VARIATION OF THE CONTRACT; PARTIAL INVALIDITY

No employee, servant, agent, or Service Provider of OWI has the power to waive or vary any of the contract terms and conditions of this Agreement unless the president of OWI, in writing, has specifically authorized such a waiver or variation. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of this Agreement shall be unaffected thereby, and remain in full force and effect.

24.0 LAW AND JURISTITION, MADATORY VENUE

All claims or disputes arising out of or in any way connected to this Agreement shall be determined under the laws of the State of California, and exclusively in the federal or state courts in Los Angeles County, California, to the exclusion of all other courts, and OWI and Company agree to irrevocably submit to the personal jurisdiction of such courts, and thereby waive any jurisdictional, venue, or inconvenient forum objections to such courts

25.0 NOTICES

The parties shall provide any notices, demands, or requests that this Agreement requires or permits in writing and shall send the same by (a) registered or certified U.S. mail, return receipt requested, (b) by overnight courier and include a copy of that writing by e-mail. The notifying party shall give notices at the below addresses to the attention of the below individuals, or to such other addresses and individuals as a party may designate in writing at a future date, in accordance with this section:

If to Customer:

CUSTOMER NAME
STREET ADDRESS
CITY, STATE/COUNTRY
Attention: PERSON, TITLE
e-mail

If to OWI:

P.O. Box 6674
San Pedro, CA 90734
Attention: Daniel Benoit
e-mail: daniel@owispecialized.com

26.0 SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, then the remainder of this Agreement shall be unaffected thereby, and remain in full force and effect.

27.0 ASSIGNMENT; NO THIRD PARTY BENEFICIARIES

Neither party may assign its rights in this Agreement without the express prior written approval of the other party, and any assignment by either party in violation of the foregoing shall give the other party the right to terminate this Agreement immediately upon notice of such breach. Approval of an assignment shall not be required in the event of the sale to a third party of all the assets or stock of either party or in the event either party merges or consolidates with or into a third party, provided that the acquirer or surviving entity assumes in writing all obligations and liabilities hereunder. This Agreement shall be binding upon each of the parties and each of the parties' permitted successors and assigns.

28.0 WAIVER

No purported waiver by either party of any default by the other party of any term or provision of this Agreement shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall, in any event, be deemed a waiver of any subsequent default under the same or any other term or provision of this Agreement.

29.0 NO USE OF TRADEMARKS

Neither Customer nor OWI shall use each other's or their respective affiliates' corporate name or logo without prior written consent; *provided, however*, OWI may disclose Customer's name as a reference to any current or prospective customer.

30.0 WARRANTY OF AUTHORITY

Each individual signing this Agreement on behalf of a party represents and warrants that, as of his or her execution of this

Agreement, he or she has the express authority to execute the Agreement on behalf of that party.

31.0 COUNTERPARTS

The parties may sign this Agreement in counterparts, and each signed counterpart shall become part of the final Agreement and shall have the same force and effect. A copy of any signature on a signature page including, without limitation, a facsimile or scanned electronic copy, shall be as valid and binding as an original signature.

CUSTOMER

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

OWI SPECIALIZED, INC.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE