



SHIPPER/CARRIER MASTER AGREEMENT FOR TRANSPORTATION SERVICE

This Agreement made and entered into this ____ day of 20 __, by and between _____ hereinafter designated as Shipper, and Jack Pedowitz Enterprises, Inc., and its affiliated or subsidiary entities, including but not limited to, Jack Pedowitz Enterprises, Inc., Pedowitz Machinery Movers of New Jersey, Inc., Pedowitz Machinery Movers of Florida, Inc., Pedowitz Machinery Movers of Connecticut, Inc., Pedowitz Machinery Movers of The Carolina's, Jack Pedowitz Machinery Movers, Pedowitz Machinery Movers, Pedowitz Logistics, Ltd, Pedowitz Machinery Movers, LLC, located at, 1765 Expressway Drive N, Hauppauge, NY, 11788, 1 Kullman Corp. Campus Dr, 42 Cherry Street, Lebanon, NJ 08833, 9080 Northfield Dr. Fort Mills, SC 29707, 1650 NW 33 Rd. St. Pompano Beach, FL 33064, 571 Plains Rd (Part of 557 Plains Rd), Milford, CT 06461, 557 Plains Road, Milford, CT 06461, 3316 US Hwy 301 N Wilson, NC 27893, hereinafter designated as Carrier.

THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY CUSTOMER PURCHASE ORDER/WORK ORDER ISSUED AT ANY TIME. Customer (also known as Lessee) shall be conclusively deemed to have accepted these Terms and Conditions (hereinafter 'Agreement'), and to have entered into this Agreement with Lessor, also known as Company. This Agreement shall be interpreted in accordance with the laws of the State where the work is being performed and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit.

WHEREAS, Carrier is engaged in the business of transporting property by motor vehicle and desires to perform motor carrier transportation services for, and

WHEREAS, Shipper desires to hire Carrier to perform such motor carrier transportation services for Shipper,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereby agree as follows:

1. TERM

This Agreement shall be effective for one (1) year from the date set forth above and shall renew each year for successive one-year terms without action by either party. Notwithstanding the foregoing, this Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to this other party at the address herein specified, or such other address as may be provided or made known during the term of this Agreement.

2. OPERATING AUTHORITY AND SCOPE OF WORK

Carrier represents that it has and will maintain the appropriate operating authorities from all applicable local, state, provincial or federal authorities, required to perform the services hereunder. Shipper will tender freight to Carrier for transport and Carrier will provide to Shipper transportation services in accordance with the applicable law.

3. RECEIPTS AND BILLS OF LADING

Freight shall only move subject to a bill of lading issued by Carrier. To the extent allowed by applicable law, any terms, conditions and provisions of this Agreement, shall be subject to and subordinate to the terms, conditions and provisions of the applicable bill of lading and in the event of a conflict between the terms, conditions and provisions of such bill of lading, manifest or other form and this Agreement, the terms, conditions and provisions of the bill of lading shall control. Upon delivery of each shipment made hereunder, carrier shall obtain a signed receipt, showing the kind and quantity of property delivered to the consignee of such shipment at the destination specified by Shipper and the time of such delivery.

4. CARRIER OPERATIONS/INDEPENDENT CONTRACTOR/LAWS AND LICENSES

Carrier shall, at its sole cost and expense, furnish all fuel, oil, tires and other parts, supplies and equipment necessary or required for the operation and maintenance of the motor vehicles and related equipment furnished by Carrier for the performance of its obligations hereunder, hereinafter collectively designated as Equipment. Carrier shall pay all expenses,

including the expense of road service and repair, in connection with the use and operation of the Equipment and shall, at its sole cost and expense, at all times during the term of this Agreement maintain the Equipment in good repair, mechanical condition and appearance. Carrier, at its sole cost and expense, shall utilize in the operation of the Equipment only properly trained and licensed personnel. Carrier shall be an independent contractor of Shipper. Carrier shall have the sole and exclusive responsibility over the manner in which its employees and/or independent contractors perform under this Agreement. Carrier shall have and maintain all licenses and permits required by local, state, provincial or federal authorities applicable to the services provided under this Agreement with all applicable laws and regulations.

5. COMPENSATION

As full compensation for the services provided by Carrier hereunder, Shipper shall pay Carrier in accordance with the rates, charges, rules and regulations specified in Exhibit A, attached and incorporated herein. Such rates, charges, rules and regulations specified in Appendix A also may be amended from time to time by Carrier, in order to meet current needs and conditions. If Carrier amends its rates, Carrier will confirm each such amendment in writing to the Shipper, as soon as practicable. If Carrier accepts freight from Shipper or its agents which are not covered by the terms of this Agreement, Shipper agrees to pay the published rates of Carrier or if there are not published rates, Shipper shall pay reasonable rates and charges, with such rates and charges to be based on the then prevailing level of rates and charges being quoted and assessed for like transportation services.

6. INVOICES AND PAYMENT

The rates set forth in this Agreement are applicable on freight prepaid shipments originating at a facility of Shipper, on freight collect shipments destined to a facility of Shipper and on third party shipments when Shipper or its agent is responsible for paying the freight charges. Each invoice or bill issued by Carrier hereunder, shall be paid promptly by Shipper. If Shipper fails to make full payment to Carrier within thirty (30) days of receipt of each freight bill, interest on the unpaid balance shall be assessed at the rate of one percent per month, or fraction thereof, until such payment is made. If Shipper desires to ship on a collect basis, Carrier agrees to collect the full amount of its compensation from consignee; however, if consignee fails or refuses to pay Carrier the full amount due within thirty (30) days of receipt of the freight in question, Shipper agrees to immediately pay the full amount due. Shipper shall not be entitled to any set-off as against any invoice issued by Carrier for any reason. Shipper agrees that Carrier shall have a lien on any and all freight in its possession for all sums due and payable to Carrier under this Agreement. In the event of nonpayment in breach of this Agreement, Carrier may enforce such lien, without any notice to Shipper.

7. INDEMNIFICATION

To the extent allowed by applicable law and unless such injury or damage is caused or contributed to by the negligence of Shipper, its agents or employees, or is beyond the control of Carrier or is subject to other limitations and to the extent directly connected to this Agreement, Carrier shall indemnify and hold harmless Shipper from and against all loss, damage, fines, expense, actions and claims for injury to persons, including injury resulting in death, and damage to property to the extent such loss, damage or injury is directly caused by the acts or omissions of Carrier, its agents or employees. Shipper shall indemnify and hold harmless Carrier from and against all loss, damage, fines, expense, actions and claims for injury to persons, including injury resulting in death, and damage to property, including Equipment of Carrier and any freight or cargo, where such loss, damage or injury is proximately caused by acts or omissions of Shipper, its agents or employees, the inherent vice or nature of the freight tendered to Carrier, the nature of any packing or loading of freight not performed by Carrier, the condition of any equipment not provided by Carrier or any errors in the stated weight or condition of any freight transported pursuant to the Agreement.

8. INSURANCE

Carrier shall maintain insurance coverage for cargo, bodily injury property damage with limits prescribed by the various federal and state regulatory agencies, unless otherwise agreed upon by a writing signed by both parties.

9. FREIGHT LOSS OR DAMAGE

Carrier shall be liable to Shipper for loss of or damage to any property shipped under the Agreement ("freight claim") in accordance with the terms of 49 U.S.C. §14706, as the same may be amended or renumbered from time to time. Said terms shall be part of this Agreement as if set forth herein and shall be applied and interpreted as if said 49 U.S.C. §14706 by its terms were expressly made applicable to contract carriers and specifically to Carrier hereunder. Carrier shall not be liable as provided under this section except for loss of or damage to property occurring while shipment(s) are under the

care, custody and control of Carrier. Furthermore, Shipper agrees, subject to the terms of this Agreement, that 49 U.S.C. §14706 shall be the exclusive remedy of Shipper for any claim for loss of or damage to property. Subject to any applicable limitations of liability, the measure of value of any such loss of or damage to property shall be calculated on the basis of the manufactured cost (wholesale value of the property) plus transportation charges applicable to the kind and quantity of property so lost or damaged. Carrier shall not be liable to Shipper for any consequential damages which may arise from services of Carrier hereunder. Any claim by Shipper against Carrier for loss or damage shall be handled in the following manner: 1) claim for loss or damage to cargo shall not be paid by Carrier unless in writing and submitted by Shipper to Carrier within nine (9) months after the date of delivery of the shipment or nine (9) months after the date when Carrier notifies Shipper that the shipment is lost. Said claim shall contain facts sufficient to identify the shipment involved, assert liability for alleged loss or damage and make a claim for payment of a specified or determinable amount of money. considered sufficient to constitute a claim. 2) Upon receipt in writing of a proper claim in the manner and form described hereinabove, Carrier shall acknowledge receipt of such claim in writing within thirty days of receipt or earlier. Carrier's respond shall include any request for additional information necessary to evaluate the claim. 3) Each claim filed against Carrier under this Agreement shall be subject to a reasonably prompt and thorough investigation. A prerequisite to the payment by Carrier of a claim for loss or damage of an entire shipment shall be receipt by Carrier of a certified statement in writing by the consignee of such shipment that the property for which the claim is filed has not been received from any source. 4) Carrier shall pay each claim or shall decline to pay each claim or offer to pay in part, in writing, within one (1) year after the receipt any such claim. 5) Any action at law or otherwise and whether in court or in arbitration or any other tribunal shall be made against Carrier no later than one hundred and twenty (120) days after receipt of any payment or declination or firm compromise settlement offer by Carrier.

10. CARGO LIABILITY

Cargo Liability. Carrier shall only be liable to Shipper for loss or damage to cargo occurring while it is in Carrier's possession, except to the extent such loss or damage is caused by an act of God or a public enemy, a public authority, an act of Shipper, or the inherent vice or nature of the cargo. Carrier's possession of cargo under this Agreement shall begin when Carrier has executed the freight documentation form for such lading and shall terminate upon the lading being tendered for delivery to Shipper's consignee. Carrier's liability for cargo loss and damage will be as described in the provisions of 49 U.S.C. 14706, and in no event shall Carrier be liable for more than the limitation of liability listed on the bill of lading or herein. All freight carried under this Agreement shall be Shipper's Weight Load and Count and pursuant to 49 U.S.C. §80113, Carrier is not liable for non-receipt, misdescription or improper loading when the goods are loaded by the shipper, and the bill of lading contains the words 'shipper's weight, load, and count,' or words of the same meaning indicating the shipper loaded the goods.

11. LIMITATION OF LIABILITY

LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT OR PURCHASE ORDER BE LIABLE TO THE OTHER PARTY, OR THAT PARTY'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR AFFILIATES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS, COSTS OR EXPENSES SUFFERED BY ANY PARTY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR PURCHASE ORDER, WHETHER OR NOT ANY PARTY WAS ADVISED OF THE POTENTIAL OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS OR OTHER LOSS OF TURNOVER, PROFITS, BUSINESS, GOODWILL, DATA, EVEN IF THAT LOSS OR DAMAGE WAS FORESEEABLE BY OR THE POSSIBILITY OF IT WAS BROUGHT TO THE ATTENTION OF ANY PARTY. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TO THIS AGREEMENT OR PURCHASE ORDER, TO THE OTHER PARTY, FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR PURCHASE ORDER SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE FOR THIS INDIVIDUAL JOB OR WORK FROM WHICH SUCH CLAIM AROSE. IN ADDITION, THE MAXIMUM LIABILITY FOR ANY DAMAGE OR LOSS OF OR TO ANY CARGO IS \$100,000.00 (USD).

12. HAZARDOUS MATERIALS

Shipper shall identify any loads that contain Hazardous Materials, as defined in the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq., as amended, and the regulations of the U.S. Department of Transportation made thereunder, at least twenty-four (24) hours in advance of tendering to Carrier. Not less than twelve (12) hours prior to the scheduled pick-up time, Carrier shall either: (i) decline such load, or (ii) accept such load on terms and conditions identified by

Carrier in such acceptance, which terms may include market rates and the pass through of any associated costs to Shipper. If Carrier accepts such load, Carrier represents and warrants that it is fully qualified and authorized to transport Hazardous Materials in the United States. Carrier and Shipper certify that they are familiar with U.S. laws and regulations applicable to transportation of Hazardous Materials and that they will comply with all such laws and regulations. Carrier further certifies that its employees, including drivers, have been trained and instructed in the proper method of transporting Hazardous Materials. Upon Carrier request, Shipper will provide a copy of the Material Safety Data Sheet for the Hazardous Materials.

13. WRITINGS / SIGNATURES

Except where certified mail is specified, this Agreement and subsequent writings relating to this Agreement must be signed and may be transmitted by facsimile and the signatures on such facsimile transmissions shall operate to bind the parties with the same force and effect as original signatures.

14. ASSIGNMENT

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

15. CONFIDENTIALITY

Except as required by law, the terms and conditions of this Agreement and information pertaining to any shipment hereunder shall not be disclosed by either party to persons other than its directors, officers, employees, agents, attorneys, accountants and auditors. The provisions of this paragraph shall survive the cancellation, termination or expiration of this Agreement.

16. ENTIRE AGREEMENT /MODIFICATION

This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be amended except by a writing signed by both parties.

17. SEVERABILITY

If any part, term or provision of this Agreement is declared unlawful or unenforceable, by judicial determination or performance, the remainder of this Agreement shall remain in full force and affect.

18. SECTION HEADINGS

The numbered section headings appearing in this Agreement do not constitute any part of this Agreement and shall not be considered in its interpretation.

19. GOVERNING LAWS

All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water carriers.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, This Agreement has been signed by the authorized representatives of Shipper and Carrier as of the date shown in the opening paragraph of this Agreement.

Shipper:		Shipper:	
By:		By:	
Title:		Title:	
Address:		Address:	
Telephone:		Telephone:	
Facsimile:		Facsimile:	