

WASTE COMMODITIES CONDITIONS AND AGREEMENT

The following Conditions and Agreement (the "Agreement") applies to all shipments of Waste Commodities, including but not limited to, shipments of waste paper, metal scrap, plastic scrap, used tires, _____, _____, and _____, that are tendered by the undersigned Shipper to General Logistics Intl. for transportation to any point or port within the Peoples' Republic of China ["PRC"], on or after November 1, 2004.

Effective immediately, it is understood that the PRC is requiring exporters of Waste Commodities to apply for and obtain a permit and/or certification in respect of the importation of Waste Commodities into the PRC prior to the time of shipment.

The Shipper hereby acknowledges that it shall be primarily responsible to ensure that all necessary requirements for the importation of Waste Commodities into the PRC are fulfilled, including but not limited to obtaining the appropriate permits and/or certification, prior to the time of shipment.

Shipper warrants and represents that it will provide Carrier with proof that the necessary permit and/or certification for the importation of Waste Commodities into the PRC has been applied for and obtained prior to the time of shipment. Shipper further warrants and represents that it shall have a continuing duty to provide Carrier with the proof as described above in the event any permit and/or certification is subsequently approved, denied, revoked or otherwise amended.

Shipper agrees to indemnify, defend and hold harmless General Logistics Intl Inc. from and against any and all claims, liabilities, fines, customs penalties, costs, losses, liens, causes of action, suits, demands, judgments, expenses and damages (including but not limited to, and without limitation, discount or offset, freight charges, demurrage, detention, salvage, disposal, trucking, fumigation, court costs and attorneys' fees), resulting, in whole or in part from: a) a misstatement or omission of fact made by Shipper regarding the status or existence of a permit and/or certification for the importation of Waste Commodities into the PRC; b) the failure by any party to apply for and/or obtain the necessary permit and/or certification; c) the abandonment of any shipment(s) of Waste Commodities by Shipper; d) the refusal to accept delivery of any shipment(s) of Waste Commodities by any recipient for whatever reason; e) the refusal by any governmental agency to permit the importation of Waste Commodities; or f) any other breach by Shipper of this Agreement and any other obligation(s) set forth under a Bill of Lading or service contract in relation to the importation of Waste Commodities into the PRC.

All other understandings, whether written or verbal, between General Logistics Intl. Inc. and Shipper relating to the transportation of Waste Commodities into the PRC are superseded by this Agreement. No Waste Commodities will be transported by General Logistics Intl. Inc unless this Agreement has been signed by the Shipper indicating the Shipper's awareness and acceptance of the requirements herein.

At its sole discretion, this Agreement may at any time be amended, cancelled or revoked by General Logistics Intl. Inc.

IN WITNESS HEREOF, the undersigned Shipper, through its duly appointed representative, hereby executes this Agreement on the date below written and agrees to the terms and conditions set forth above.

Shipper: _____

By: _____

Title: _____

Date: _____

Application #: _____