

ACCOUNT AGREEMENT - TERMS & CONDITIONS

Applicant (herein referred to as "Purchaser") authorizes Action Freight Services, Inc. and its agents and representatives (collectively referred to herein as "AFS") to verify the information provided in any application, obtain commercial and consumer credit reports from time to time, and to inquire of and obtain information from trade and bank references. Purchaser hereby authorizes any consumer and commercial reporting agency to provide credit reports to AFS under the names contained in this application as well as any other names or aliases and key personnel of Purchaser. Purchaser further hereby authorizes all Trade References and Bank References named herein, to furnish information to AFS concerning Purchaser's credit, purchase, and payment history to AFS. This Credit Application and Account Agreement (the "Agreement") does not obligate AFS to extend credit to the Purchaser or any company identified in this Agreement (collectively referred to herein as "Purchaser") and is not and shall not be construed to be an offer of credit or an agreement to sell to Purchaser. Purchaser acknowledges and agrees to all of the terms and conditions set out herein as well as in the Credit Application and Personal Guaranty. The signatory of this Agreement warrants and represents to AFS that he/she is fully authorized to sign this Application and by such signature to bind Purchaser to the terms and conditions of this Application without the need for any other signature and that any and all consents and authorizations needed have been obtained. A fax copy of this Application shall be deemed and considered the same as and as enforceable and binding as the original.

All services and/or goods sold to Purchaser are sold on a net basis unless the invoice specifically states otherwise or unless other terms are specifically approved by AFS. AFS's terms, unless otherwise agreed, are that all payments are to be made upon receipt of AFS's invoice and shall be deemed past due and in default if not paid within thirty (30) days of the invoice date. Financing charges at the rate of 1.5% per month may be charged on all past due amounts. Payment by credit card may be accepted subject to a convenience fee. If Purchaser fails to make any payment when due, AFS may terminate this Account Agreement (this "Agreement") without notice and may place all pending orders on hold until all amounts owing have been paid in full. Termination shall not affect Purchaser's liability for any existing balance and any services, goods and merchandise on order. AFS may apply any payments received first to finance charges, shipping charges, attorney fees or any other applicable charges in any order before applying the remainder of any such payments toward Purchaser's principle account balance.

Purchaser also agrees to provide AFS with prompt written notice of any change in Purchaser's name, address, ownership or form of business entity. Any notice required to be given shall be in writing and shall be given by delivery (in person with receipt) or by certified mail, return receipt requested, to the other party at the address stated in this Agreement or at such other address (within the Continental United States) as may hereafter be designated by proper notice to the other party. Notice sent by mail in accordance with the provisions above shall be deemed effective three (3) days after mailing. All other notices shall only be deemed effective when actually delivered. This Agreement may be amended from time to time by AFS, with at least 10 days' written notice to Purchaser. Unless Purchaser terminates this Agreement prior to the effective date of the amendment, Purchaser will be deemed to have agreed to such amendment. Any purchase made after the effective date of any amendment shall constitute an acceptance of the terms of the amendment.

Oral statements or commitments by AFS personnel to extend credit or to alter, modify or change term terms of this Agreement, **are not enforceable and are not binding on AFS.** Any and all agreements must be in writing to be enforceable against AFS. In case of a conflict between this Agreement and any other agreement between the parties, this Agreement controls. These Terms & Conditions prevail and control over any and all other conflicting terms, conditions and provisions and shall govern all aspects of this Agreement and the services, goods, and materials provided and/or sold by AFS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AFS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, ANY WARRANTY CONCERNING THE FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES, GOODS OR MATERIALS PURCHASED HEREUNDER. Purchaser assumes all risk and liability for the results of the use of the services and any goods or merchandise sold by AFS to Purchaser. All such services, goods and/or materials are sold and purchased on an AS IS, WHERE IS, and WITH ALL FAULTS basis. ANY AND ALL LIABILITY ON THE PART OF AFS IS LIMITED TO THE COST OF THE SERVICES, GOODS OR MATERIALS PURCHASED, ALL SUCH OTHER LIABILITY BEING EXPRESSLY WAIVED BY PURCHASER.

AFS may retain an attorney or collection agency to collect amounts that are past due hereunder. Purchaser shall pay all collection costs and reasonable attorney fees incurred by AFS, whether or not suit is brought, to collect any money due hereunder, including post-judgment costs and attorney fees. This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. The Application and the Account Agreement, if approved by AFS, will be approved and accepted by AFS in Austin, Travis County, Texas. All sums payable by Purchaser to AFS are due and payable to AFS in its offices in Austin, Travis County, Texas, and Purchaser agrees that any and all actions arising from, in connection with or related to this Agreement or the services and/or goods sold hereunder shall be brought in Austin, Travis County, Texas.

FORCE MAJEURE: AFS shall not be liable for damages or injuries caused, arising from, in connection with or resulting from any conditions beyond AFS's control including, but not limited to, Acts of God, Government restriction, strikes, wars, insurrections and/or any other cause beyond the reasonable control of AFS. AFS shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by matters beyond AFS's reasonable control and occurring without its fault or negligence.

This Agreement may be completed and returned to AFS by electronic transmission, including but not limited to facsimile or e-mail transmission. Electronic transmission of this Agreement and/or the Application shall be deemed as valid and binding as the submission of an original signed or executed document by the submitting party or parties.

PURCHASER REPRESENTS AND WARRANTS TO AFS THAT IT IS A VALID BUSINESS ENTITY; THAT ALL INFORMATION PROVIDED IN THE CREDIT APPLICATION & ACCOUNT AGREEMENT IS TRUE AND CORRECT, AND THAT ALL PURCHASES ON THIS ACCOUNT ARE AND WILL BE ONLY FOR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME IS DERIVED FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THE LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION.

PERSONAL GUARANTY

CREDITOR: ACTION FREIGHT SERVICES, INC. ("AFS")
P.O. Box 14005
Austin, Travis County, Texas 78714

APPLICANT / DEBTOR NAME (as shown on Application):	APPLICANT / DEBTOR ADDRESS (as shown on application)
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For value received, the sufficiency of which is hereby acknowledged and confessed, the undersigned guarantors ("Guarantor" whether one or more), jointly and severally, absolutely and unconditionally guarantee payment to AFS, when due, of any and all amounts that AFS now or hereafter extends as credit to Applicant / Debtor (the "Purchaser") or which is otherwise owing by Purchaser or and/or any subsidiary or affiliate of Purchaser, arising from, in connection with or related to services, goods, materials or merchandise ordered and/or purchased by Purchaser (the "Indebtedness") from AFS pursuant to the GUARANTY TERMS & CONDITIONS on reverse side of this Personal Guaranty.

First Guarantor: _____ Signature Printed Name: _____ Address: _____ _____ Social Sec #: _____	Second Guarantor: _____ Signature Printed Name: _____ Address: _____ _____ Social Sec #: _____
Third Guarantor: _____ Signature Printed Name: _____ Address: _____ _____ Social Sec #: _____	Fourth Guarantor: _____ Signature Printed Name: _____ Address: _____ _____ Social Sec #: _____

SEE GUARANTY TERMS & CONDITIONS ON BACK

GUARANTY TERMS & CONDITIONS

Guarantor(s) agree and expressly understand that Guarantor(s) liability is unlimited and shall be open and continuous for so long as this Guaranty remains in force. This Guaranty may involve the guaranty of an open account in which event the balances of such account(s) may fluctuate. Guarantor(s) agree and expressly understand that their liability is unlimited and shall be open and continuous for the entire Indebtedness for so long as this Guaranty remains in force.

This Guaranty will take effect when received by AFS without the necessity of any notice of acceptance by AFS or any notice to Guarantor or to Purchaser, and will continue in full force until all Indebtedness incurred or contracted before receipt by AFS of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing by certified mail, return receipt requested. Written revocation of this Guaranty will apply only to advances or new Indebtedness created more than five (5) business days after actual receipt by AFS of Guarantor's written revocation. This Guaranty will continue to bind Guarantor for all Indebtedness incurred by Purchaser or committed by AFS prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the Indebtedness.

To the fullest extent permitted by applicable law, Guarantor waives any right to require AFS (a) to continue to extend credit to Purchaser; (b) to proceed directly or at once against any person, including Purchaser or any other guarantor; (c) to proceed directly against or exhaust any collateral held by AFS from Purchaser, any other guarantor, or any other person; (d) to pursue any other remedy without AFS's power; (e) to not alter the terms of the Indebtedness; (f) to extend the time for payment of the Indebtedness; or (g) to comply with any applicable single-action rule.

Guarantor also waives any and all rights or defenses arising by reason of (a) any election of remedies by AFS that destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Purchaser for reimbursement, including, without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; or (b) any statute of limitations. If payment is made by Purchaser, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter AFS is forced to remit the amount of that payment to Purchaser's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Purchaser, the Guarantor, or both. Guarantor further expressly waives notice of nonpayment, protest, and notice of protest with respect to the Indebtedness covered by this Guaranty.

The Indebtedness of Purchaser to AFS, whether now existing or hereafter created, shall be prior to any claim that Guarantor may now have or hereafter acquire against Purchaser, whether or not Purchaser becomes insolvent. Guarantor expressly subordinates any claim Guarantor may have against Purchaser, upon any account whatsoever, to any claim that AFS may now or hereafter have against Purchaser.

This Guaranty and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas in which this Guaranty is delivered to AFS. All amounts payable under this Guaranty are due and payable to AFS at its offices in Austin, Travis County, Texas and Guarantor(s) absolutely agree that they shall only bring actions related to this Guaranty in court's with proper jurisdiction in Austin, Travis County, Texas. All disputes, controversies, or claims arising out of or in connection with this Guaranty shall be litigated in Court's of competent jurisdiction in Austin, Travis County, Texas. Each party hereby accepts jurisdiction of the State of Texas and agrees to accept service of process as if it were personally served within such state. Guarantor(s) shall pay upon demand all of AFS's costs and expenses incurred in connection with the enforcement of this Guaranty, including by way of example and not by way of limitation, AFS's reasonable attorney fees, whether or not litigation is commenced, as well as all costs and expenses incurred at trial and on any appeal.

In all cases where there is more than one Purchaser or Guarantor, all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Purchaser named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words Purchaser and Guarantor respectively shall mean all and any one or more of them. The words Guarantor, Purchaser, and AFS include the heirs, successors, assigns, and transferees of each of them.

Guarantor consents to AFS obtaining a commercial and consumer credit report from time to time on each Guarantor for the purpose of evaluating the credit worthiness of Purchaser in connection with an application for business credit.

EACH GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND BY SIGNING IN THE APPROPRIATE SPACE AGREES TO THESE TERMS AND CONDITIONS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON EXECUTION AND DELIVERY OF THIS GUARANTY TO AFS.

This Guaranty may be completed and returned to AFS by electronic transmission, including but not limited to facsimile or e-mail transmission. Electronic transmission/submission of this Guaranty to AFS shall constitute acceptance and shall be as binding and effective as delivery of an original signed or executed Guaranty by the submitting party or parties.