

Barge Container Transportation Terms

- 1. General Applicability.** These Barge Container Transportation Terms (“BCTT”) apply to and govern any services provided by Ingram Logistics Services (“ILS”) or its affiliate Ingram Barge Company (“IBCO”) (IBCO and ILS are collectively “Ingram”) to a shipper who tenders containers for transport via barge. Any entity that places an order for transportation of containers via barge will be deemed to accept these BCTT, as will any entity that causes the loading of such a cargo into Ingram’s owned or operated barges or that holds the shipping receipt (or bill of lading if one is issued) covering cargo transported in Ingram’s owned or operated barges. For purposes of these BCTT, the barge transportation ordering party and the entity that causes the loading of such cargo into Ingram’s owned or operated barges will be (individually and collectively—when different persons/entities) the “Customer.” These BCTT apply to and supplement any verbal agreement, e-mail, facsimile confirmation, booking note, detailed order, a document specifically styled as a “Container Transportation Order,” or other agreement (any of the foregoing are the “CTO”) between Ingram and Customer calling for barge transportation of Containers (defined below) (the CTO in conjunction with these BCTT, will be the “Agreement”). To the extent there is any conflict between the CTO and these BCTT these BCTT will supersede and govern unless each conflicting provision in the CTO includes the exact following phrase: “The parties specifically intend for the following term to supersede any conflicting term(s) in the BCTT.”
- 2. Definition of Containers.** Any standardized steel storage shipping containers that Customer owns or for which it has legal authority to arrange transportation via any mode (“Containers”).
- 3. Term.** These BCTT become effective when posted on Ingram’s website at: www.ingramlogistics.com/resources/, or when incorporated by reference into an Agreement, and remain in effect until supplemented or replaced by a future revision issued by Ingram. Ingram may also incorporate these BCTT into an Agreement by attachment to a rate sheet, reference in a booking note, email, or other form of written confirmation for Container on barge transportation services. Regardless of whether Customer signs or otherwise sends an indication of the Agreement, Customer’s tendering of any Containers to Ingram for Services will be deemed Customer’s unqualified agreement to all Agreement terms.
- 4. Container Transportation Order(s).** Ingram will have no obligation to provide transportation services to Customer, and, Customer will have no obligation to purchase transportation services or tender Containers to Ingram until one (or more) Container Transportation Order(s) (“CTOs”) is mutually signed by the Parties, or another written agreement is signed or otherwise confirmed in writing.
- 5. Shipping Documents.** Customer shall furnish copies of all bills of lading, cargo manifests, U.S. Customs-related, and any other shipping documents it has either issued or received in connection with the containers or the cargo carried within, at least 10 days prior to the date on which the Containers will be loaded.
- 6. Restrictions on Cargo(es):** Customer shall provide only standard container sizes for shipment hereunder in accordance with ISO standards. Containers may be 20 feet, 40 feet, 45 feet, or 53 feet in length, 8 feet or 8.5 feet in width, and 8.5 feet or 9.5 feet in height. For measurement purposes, A twenty-foot equivalent unit (TEU) is the measure equal to one standard 20-foot (6.1 m) long container. A 40-foot (12.19m) long container is therefore two TEUS. 45-foot (13.72 m) long containers shall likewise be designated as two TEUS., no different than standard 40 feet (12.19 m) long units. Without specific pre-approval in writing, Customer shall not provide any Containers that are loaded with hazardous cargoes; for purposes of this section, “hazardous cargoes” includes, without limitation, those cargoes or materials that are covered by or designated under the International Maritime Dangerous Goods (IMDG) Code; Title 49, Section 5103 of the United States Code; Title 46, Chapter I, Subchapters N and O, or Title 49, Chapter I, Subchapter C of the United States Code of Federal Regulations; or the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways. Customer shall provide proof of adequate insurance related to hazardous cargo liability prior to Ingram’s acceptance of any container bearing a hazardous cargo.
- 7. Ingram Parties and Customer Parties:** When used in this Agreement, “Ingram Parties” means Ingram, its affiliates, its and their employees, contractors and subcontractors at any tier (excluding any of the Customer Parties), vessels,

insurers, and agents; and, "Customer Parties" means Customer, its affiliates, its and their employees, contractors and subcontractors at any tier (excluding any of the Ingram Parties), vessels, insurers, and agents.

- 8. Transport of Barges:** Ingram is not bound to transport Customer's containers in time for any particular market, but will use good faith efforts to move its barges without undue delay — weather and conditions permitting. The foregoing notwithstanding, if due to operating conditions, it is necessary in Ingram's reasonable judgment to delay the movement of barges while in transit, Ingram may do so without penalty. Ingram makes no representations as to the time that will elapse between arrival and departure of the container from inland Origin, nor does it make any representations as to the time that will elapse between departure of the container from inland Origin and arrival of the container at inland Destination. Under no circumstances will Ingram be liable for any loss, damage, or expense incurred by Customer or others by reason of delay. ***INGRAM HEREBY DISCLAIMS ANY APPLICABLE IMPLIED WARRANTY OF WORKMANLIKE PERFORMANCE.***
- 9. Payment Terms and Lien:** Customer shall pay to Ingram the amounts provided above within 20 days of receipt of an invoice from Ingram. Upon loading, the entire amount of the freight charge will be deemed earned and due. Ingram does not have to deliver the cargo until all freight and demurrage (if demurrage is applicable) due hereunder have been paid by Customer.

Interest at a rate of two percent (2%) per month (or any fraction thereof) or the maximum interest rate allowed by law, shall accrue on any payment obligations hereunder that are past due until such payment obligations are satisfied in full together with said interest. If any agency or attorney is employed to assist in the collection of such payment obligation, then the delinquent party also shall be required to pay such agency/attorney's reasonable fees relating to such collection. Ingram has the right to defer placement of any barge and/or delivery of the cargo if Customer's payment obligations are past due until such time as all amounts due Ingram are paid in full.

Notwithstanding the above, Customer may be granted credit by Ingram's Credit Manager, in which case the monies owed must be paid by the Customer within 20 days from the date of the invoice or within the number of days specified by Ingram's Credit Manager. Ingram's Credit Manager has complete discretion as to whether or not credit is to be extended to Customer, the amount of credit to be granted to Customer, and the payment due date from the Customer, and the form of payment. Customer is to comply with all reasonable requests for financial information by Ingram's Credit Manager in order to establish Customer's credit. Ingram's Credit Manager may change or cancel the extension and amount of credit and the payment due date or the form of the payment at the Credit Manager's sole discretion and at any time.

Ingram will have a lien upon all cargo for any freight, demurrage or any other amounts arising out of this Agreement, or upon any breach or repudiation (anticipatory or otherwise) hereof, which lien will survive the delivery of such cargo.

- 10. Compliance with Law:** Each of the parties shall comply with all laws, ordinances, and regulations during the performance of this Agreement, including with respect to the equipment, Containers/Cargo, and/or other materials provided by such party that will be (i) used during the performance of, or (ii) subject to this Agreement.
- 11. Indemnification:**

(a) Ingram shall defend, indemnify, and hold Customer Parties harmless from and against all losses, damages, injuries, liabilities, judgments, claims and expenses, including without limitation penalties for violation of laws and pollution cleanup costs and reasonable attorneys' fees (each a "Loss" and collectively "Losses") arising from or related to (i) Ingram's breach of this Agreement, (ii) the negligence, gross negligence, intentional misconduct, or other fault of any of the Ingram Parties, except to the extent of the negligence, gross negligence, intentional misconduct, or other fault of any of the Customer Parties; and, except for Losses covered by the last sentence of Section 11(b), or (iii) any combination of 11(a)(i)-(ii). In addition, Ingram shall defend, indemnify, and hold each of the Customer Parties

harmless from and against any and all Losses arising from or related to any injury, illness and/or death of the employees of any of the Ingram Parties regardless of cause, including the sole, joint, or concurrent negligence or other fault (whether active, passive, and/or gross), any tort, any strict liability or any other theory of liability which may be available against any of the Customer Parties, either at law or in equity, excluding only intentional misconduct.

(b) Customer shall defend, indemnify, and hold Ingram Parties harmless from and against any and all Losses arising from or related to (i) Customer's breach of this agreement, (ii) the negligence, gross negligence, intentional misconduct, or other fault of any of the Customer Parties, except to the extent of the negligence, gross negligence, intentional misconduct or other fault of any of the Ingram Parties; and, except for any Loss covered by the last sentence of Section 11(a), or (iii) any combination of 11(b)(i)-(ii). In addition, Customer shall defend, indemnify, and hold each of the Ingram Parties harmless from and against any and all Losses arising from or related to any injury, illness and/or death of any employees of any of the Customer Parties, regardless of cause, including the sole, joint, or concurrent negligence or other fault (whether active, passive, and/or gross), any tort, any strict liability or any other theory of liability which may be available against any of the Ingram Parties, either at law or in equity, excluding only intentional misconduct.

(c) Neither Ingram nor Customer will be (or will be deemed) liable for incidental or consequential damages under any circumstances.

12. Insurance: Customer shall procure and maintain, or shall cause the Customer Parties to procure and maintain, for the Term of this Agreement, the following insurance coverages:

- a. Longshore and Harbor Workers' Compensation Act Insurance or Workers' Compensation Insurance, whichever is applicable, covering Customer's responsibilities with respect to all workers involved in the container-handling/storage operations at any origins, destinations and other locations (as applicable) operated by Customer or the Customer Parties;
- b. Commercial General Liability Insurance (in any combination of primary and excess coverage), including Contractual Liability, in an amount not less than \$10,000,000 per occurrence;
- c. Auto Liability with a CSL (combined single limit) of \$1,000,000 per occurrence (Note that the Auto Policy must be marked as either an "ANY AUTO", "SCHEDULED AND HIRED" or "ALL OWNED and HIRED" policy);
- d. Cargo Insurance with a limit (per vehicle) of \$2,000,000.00 and deductibles if applicable;
- e. Trailer Interchange Coverage with a limit per-trailer of \$2,000,000.00 and deductible if applicable.
- f. For any personnel not covered by 12(a) above, Workers Compensation and Employer's Liability (if applicable) in the amount of the Statutory Minimum in the Applicable Jurisdiction.
- g. All other coverages and amounts necessary to comply with the Uniform Intermodal Interchange Agreement in effect during the Term.

Customer shall cause all such policies to contain waivers of the insurers' subrogation rights against Ingram and its affiliates, subcontractors and vessels; and Customer shall cause the coverages in (b), (c), (d) and (e) above, to name Ingram and its subcontractors as additional assureds to the extent of the liability assumed by Customer under this Agreement. The above policies will be deemed primary to any other insurance maintained by Ingram, and Customer shall cause such policies to state that naming other parties as additional assureds and granting them waivers of subrogation will in no way impair the rights otherwise inuring to such parties. Prior to the commencement of work, Customer shall provide to Ingram certificates of insurance evidencing the above coverages have been secured (including that of all vendors, contractors, subcontractors

or agents performing services related to this Agreement) and providing that Ingram shall directly be given at least 30 days' prior written notice by such insurers of cancellation or material change in the provisions of such insurance (or 10 days in the event cancellation is the result of non-payment). Ingram may self-insure any risks or obligations assumed hereunder through the defense, indemnity, and hold harmless provisions; upon request, Ingram shall provide an insurance certificate to Customer evidencing such coverage.

- 13. Limitation of Liability:** Unless Customer agrees in writing prior to transport of its Containers to pay an increased Freight Rate (as compared to those listed above), Ingram's liability for such Containers will, regardless of circumstances, be deemed limited to \$500 per package or the actual value of the contents of each package—whichever is less. If Customer fails to provide complete bills of lading for each Container as required by Section 5 above, or if the bills of lading provided do not specifically identify the contents of each Container, each such Container will be deemed a "package" for purposes of this Section. Notwithstanding anything herein to the contrary, unless the application of any other agreed-upon limitation of Ingram's liability found herein would result in a lower amount of liability for Ingram, the parties hereby agree that Ingram's maximum per-Container liability—regardless of Ingram's alleged or actual fault—shall not exceed \$100,000.00 per Container, and Ingram's maximum per-barge liability shall not exceed \$1,000,000.00 regardless of alleged or actual fault and regardless of number of Containers loaded aboard such barge(s).
- 14. Clause Paramount:** If any bills of lading are issued by Customer or any other party covering any portion of the transport of Containers of which carriage on Ingram's barges comprises a segment of such overall transport, to the extent that such bills of lading include limitation of liability terms that are more favorable to Ingram than those found herein, Ingram may choose to adopt and enforce such terms against Customer (or any person or entity claiming through Customer) as if such terms were stated herein. To the extent not superseded and governed by the terms of this private contract of carriage between Ingram and Customer, all bills of lading issued by Customer or any other party shall be subject to COGSA, the terms of which must be incorporated therein and shall be paramount throughout carriage by sea and the entire time that the Goods are in the actual custody of the Customer or its sub-contractors, including Ingram at the sea-terminal in the United States of America before loading onto any vessel or barge after discharge therefrom as the case may be. If COGSA applies then the liability of the Customer and Ingram shall not exceed US\$500 per package or customary freight unit as detailed above. Customer warrants that any bills of lading it issues or causes to be issued will also limit the carrier's liability to the lowest amounts stated herein and shall defend and indemnify Ingram from any liability, Losses, or both in excess of those amounts—pursuant to the defense and indemnification terms above.
- 15. Cargo Receipts:** Notwithstanding anything herein to the contrary, documents issued by Ingram to Customer in connection with the receipt and transport of Customer's container(s) cannot be deemed a bill of lading under any circumstances; any such documents issued by Ingram hereunder will be deemed, for all purposes, a cargo receipt only.
- 16. Force Majeure:** Performance under this Agreement shall be excused to the extent such performance is prevented by an event of Force Majeure, provided the party declaring Force Majeure gives written notice of such condition to the other party within a reasonable period of time after commencement of the Force Majeure condition. The term "Force Majeure" includes acts of God or the elements, acts of a public enemy, insurrections, riots, strikes, labor disputes, fires, explosions, floods, accidents of navigation, ice, high or low water, embargoes, acts or orders of civil or military authorities, lock delays or closings, fuel shortages or other causes beyond the reasonable control of the party declaring Force Majeure. Force Majeure shall not be construed to include (i) any condition or change in condition of any local, regional, national or international market and/or economy, or (ii) any breakdown or damage to equipment or facilities that could have been prevented by the party declaring Force Majeure by utilizing or causing the utilization of customary maintenance and repair practices. Such excuse from performance will continue until the Force Majeure ceases to exist. A party declaring Force Majeure shall make commercially reasonable efforts to eliminate or resolve the condition, recognizing, however, that the settlement of any strike or other labor dispute shall be solely within the discretion of that party.

- 17. Subcontracts:** Nothing in this Agreement prevents Ingram or Customer from subcontracting for any of the Services; however, the parties will be deemed to be primarily responsible to one another for the proper performance of all of obligations hereunder—notwithstanding any subcontracting.
- 18. Mitigation: (a) Damaged containers.** If any container is discovered to be damaged while subject to this Agreement, Ingram will provide notice to Customer within a reasonable period of time of Ingram's (or its other contractor's) discovery of the damage. Damaged containers will not be loaded onto Ingram's barges in Ingram's (or its other contractor's) sole discretion. If damage to a container is discovered after loading onto Ingram's barge, Ingram will off-load such container at the location Ingram deems most convenient based on safety to Ingram's crew, barge, other vessels, and other cargo (including other containers). Once Customer is notified and once the container is on land, Customer shall act expeditiously to mitigate its damages, failing which, Ingram may take any action it deems reasonable in its sole discretion, including a salvage sale of the containerized cargo. Customer hereby waives any right to have Ingram commence and proceed with a cargo seizure action under applicable law in order to facilitate the salvage sale process. The proceeds of any salvage sale will be used to first satisfy any amounts owed to Ingram by Customer related to such container (including those incurred by Ingram during the salvage sale process), and, second, to reimburse Customer for the loss of the container or cargo.
- (b) Abandoned containers.** If Customer does not claim its container within 30 days from delivery to the destination container facility Ingram may take any action it deems reasonable in its sole discretion to mitigate its exposure to storage charges at such facility, including a salvage sale of the container and its cargo. Customer hereby waives any right to have Ingram commence and proceed with a cargo seizure action under applicable law in order to facilitate such a salvage sale process. The proceeds of any salvage sale will be used to first satisfy any amounts owed to Ingram by Customer related to such container (including those incurred by Ingram during the salvage sale process), and, second, if there is any balance to reimburse Customer for its container, cargo, or both.
- 19. Claims:** Unless a shorter period of time is stated in the ocean or rail carrier's respective bill of lading, and unless preempted by Section 14 above, as condition precedent to recovery, Customer must file all claims in writing with Ingram within three months of delivery of the Containers/Cargo, or, in case of failure to make delivery, then within three months after a reasonable time for delivery has elapsed. If Customer is going to file suit against Ingram, then it must do so within one year from the day when notice in writing is given by Ingram to the Customer that Ingram has rejected its claim for lost or damaged Containers/Cargo.
- 20. Independent Contractor:** Nothing contained in this Agreement shall be construed as a contract by Customer for the chartering, hiring, or leasing of any barge, towboat, or other equipment of Ingram's to be provided hereunder; nor shall any of the agents, servants, subcontractors or employees of Ingram be regarded as employees of Customer, it being understood that Ingram is in all respects an independent contractor and that Customer shall exercise no control over the operation of any barge, towboat or other equipment of Ingram or over Ingram's agent, servants, subcontractors or employees.
- 21. Cleaning; Container Stacking:** Ingram has sole discretion to limit the height of any Container stacks in the barge based on operating conditions and is not obligated to provide advance notice of any such conditions.
- 22. Miscellaneous:**
- A. Conflict:** In the event any of the terms of the Customer's confirmation, bill of lading, or any other document tendered by Customer to Ingram differ or conflict with any provision of this Agreement, then the terms set forth in this Agreement shall prevail.
- B. Assignment:** Customer shall not be permitted to assign or otherwise dispose of all or any part of its rights or obligations hereunder without first obtaining the written consent of Ingram. Such consent shall not unreasonably be withheld, provided that any such permitted assignment or other disposition shall not relieve Customer of its obligation under this Agreement.

C. No Waiver: The failure of Customer or Ingram to insist upon strict performance of any of the provisions of this Agreement in one or more instances or the failure of Customer or Ingram to exercise any of its rights hereunder in one or more instances shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

D. Binding Effect: To the fullest extent possible, this Agreement shall be governed by the Maritime Laws of the United States of America; and thereafter this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance, and all disputes that arise under this Agreement shall be resolved in accordance with Tennessee law. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, subject to the restrictions or assignability herein contained. Customer hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and its appellate courts, and/or any court of the State of Tennessee sitting in Nashville, Tennessee and its appellate courts, for the purposes of all legal actions and proceedings arising out of or relating to this Agreement.

E. Headings; Terms: Section headings in the Agreement are included merely for the convenience of reference and shall not be construed as part of the governing terms of this Agreement. The use of the words “barge” and “party” herein, whether capitalized, shall mean both the singular and the plural as intended by the parties.

F. Integration; Execution: This Agreement sets forth the entire understanding between the parties hereto as to the subject matter and no amendment hereto shall be valid unless made in writing, and either (i) is duly signed by the parties hereto, or (ii) Ingram undertakes to place or constructively place barge(s) pursuant to such Amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all counterparts collectively are to be deemed but one instrument. Whether or not Customer executes this Agreement in the acceptance space provided hereon, loading of a barge shall constitute an acceptance of all the terms and conditions of the Agreement.

G. Setoff: In addition to and not in limitation of any other right or remedy set forth herein, either party may without prior notice to the other, set off any sum or obligation arising under this Agreement and owed by such other party.

H. No Interference: Customer represents and warrants, and by entering into this Agreement Ingram is relying upon Customer’s representation and warranty that Customer has no, and will not have during the Term, any relationship, agreement, contract, or other arrangement currently in effect or scheduled to take effect for which Customer’s or Ingram’s entering into or performance of this Agreement would give rise to a claim by Customer or any third party for wrongful or tortious interference, disruption or intermeddling.

I. Interpretation: In entering this Agreement both Ingram and Customer have had a full and fair opportunity to negotiate at arm’s length and to have legal counsel of respective choice review the terms and conditions herein. Accordingly, the Ingram and Customer hereby waive any argument or claim based on one or the other being considered the draftsman of this Agreement. This Agreement is intended to be a private contract of carriage and the parties hereby agree that unless specifically stated in the terms herein, no protections afforded by the laws and precedents of common carriage will be argued or deemed applicable to this Agreement.

J. Confidentiality: The existence of this Agreement, and all of the terms and conditions contained herein, are considered proprietary and confidential information, and as such, each of the parties shall not reveal its existence or contents to any outside persons – excluding only those contracted third parties necessary for the performance of Services contemplated by this Agreement – without the prior written permission of the other party. The other party shall not unreasonably withhold such consent.

K. Survival: All provisions with respect to payment obligations, obligations upon termination, intellectual property, confidentiality, indemnification, limitations of liability, notice of claims, tax, governing law and dispute resolution, assignment, no waiver and entire agreement and release shall survive the expiration or termination of this Agreement.

L. Default. No default of either party in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for rescission or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default fails to correct the default

within thirty (30) days after written notice of such default is given to such defaulting party by the non-defaulting party. Notwithstanding anything in this Agreement to the contrary, there shall be no cure period for any payment default and each party shall have each and every other right afforded it under law against the defaulting party.

M. Changes in Operation. In the event Ingram's operating costs specifically related to the equipment, facilities, supplies, or services to be used or provided by Ingram under this Agreement are increased due to any law, rule, ordinance, regulation, restriction, directive, order, notice, advisory or interpretation, hereafter promulgated by any federal, state, or local authority, or any agency or division thereof, or any industry group advisory thereto, or any court, which is generally applicable to all barge carriers similarly situated, and such increased costs are not reimbursed to Ingram under any other provision of this Agreement, then Customer shall reimburse Ingram monthly, following receipt of billing for the entire amount of such increase in operating costs that is fairly attributable to the services performed for Customer under this Agreement. Ingram shall provide reasonable advance notice of such costs to Customer prior to invoicing.

N. Operating Restrictions. In the event of ice conditions and/or tow restrictions which limit Ingram's ability to engage in fully normal operations along the intended route from origin to destination, the following actions will be taken without any liability to Ingram:

Ingram shall notify Customer of such conditions or restrictions via e-mail and move the barge(s) loaded with Customer's Containers to the closest point with normal navigation conditions on route to destination. Customer will have forty-eight (48) hours from notification to either (i) reconsign the barge(s) to a destination with navigation conditions that allow normal transport operations, or (ii) accept the barge on demurrage at Ingram's prevailing rate at the closest point with normal navigation conditions on route to destination (as more particularly described below). All charges related to any change in destination shall be as mutually agreed upon at the time of the reconsignment request. Barge(s) that are not mutually agreed upon for reconsignment will be placed on demurrage at Ingram's prevailing rate as of the first 0700 following the 48 hours after Ingram's notification or the first 0700 following the barge's arrival at the closest point with normal navigation conditions on route to destination, whichever is later. The barge(s) will remain on demurrage at Ingram's prevailing rate until normal navigation and operating conditions resume.

With respect to lock delays encountered by any barge(s) laden with Customer's Containers at any lock and dam structure, Ingram will automatically apply a lock delay charge for each affected barge equal to the then-current 'Lock Surcharge Rates' posted by Ingram on its website found at www.ingrambarge.com/documents.php under the 'Operational Fees' section. Such posted rates may be revised periodically by Ingram in its sole discretion. Each affected barge will receive 12 hours of free lock time for each lock and dam structure during the trip. Following the expiration of the 12 hours of free lock time at any lock and dam structure, the lock delay charge will begin to accrue for each affected barge and will be deemed earned by Ingram. The accrual of the lock delay charges will cease when the tow containing Customer's barge departs the lock chamber. Free lock time (i) begins when the barge arrives in the vicinity of the lock and dam structure and the vessel master has notified the lock master that the vessel is ready to lock through (ii) is separate and distinct from other free time allowed in this Agreement, and (iii) unused free lock time at any lock and dam structure does not aggregate or carry-over to another lock and dam structure or to another voyage. Subject to the "Payment of Freight" section above, Ingram will invoice Customer for such lock delay charge(s) following the barge's arrival at destination.

O. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or can be deemed to confer upon any third-party any benefits, rights, or remedies.

P. Modification. If any provision of this Agreement, or the application of any such provision to any person or circumstance is held invalid, illegal, or unenforceable for any reason whatsoever, the remaining provisions of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable must modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to the party or parties affected within the bounds of validity, legality and enforceability.