

SUPPLEMENTAL BILL OF LADING TERMS:

1. Definitions and Rules of Construction.

“Carriage” means the whole of the carriage, handling and storage of Goods, and other operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods .

“Carrier” means the company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed together with Ingram Logistics Services LLC (if different from the company stated on the front of this Bill).

“Charges” includes freight, dead freight, demurrage, detention, and all expenses and other money obligations incurred and payable by the Shipper with respect to the Carriage or otherwise under the applicable tariffs or this Bill of Lading.

“COGSA” means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936, as amended and recodified from time to time.

“Container” includes any container, trailer, transportation tank, lift van, flat, pallet, or any similar article of transport used to hold or consolidate goods.

“Goods” means the cargo described on the face of this Bill of Lading and, if the cargo is on, in or otherwise Stuffed into Containers supplied or furnished by or on behalf of the Shipper, includes the Containers.

“Governmental Authority” includes: all U.S. and foreign national, federal, state, local, and other governments; government corporations, authorities, boards, commissions, ports, bodies, and entities; and all departments, ministries, agencies, bureaus, offices, and subdivisions of any of the foregoing.

“Hague Rules” means the provisions of the International Convention for Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25th August 1924.

“Hague-Visby Rules” means the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968.

“Harter Act” means 46 U.S.C. § 30702, *et seq.*, as amended and recodified from time to time.

“Herein,” “hereof,” and “hereto” are references to this Bill of Lading.

The terms “include,” “including,” and similar terms shall be construed as if followed by the words “but not limited to.”

“Law” means all present and future laws, statutes, codes, rules, regulations, ordinances, rules of law, principles of law, orders, decrees, judgments, directives or the equivalent, and all international conventions and treaties to the extent applicable by the terms of this Bill of Lading, including without limitation the SOLAS Rules.

“Participating Carrier” means any other carrier by water, land, or air, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier, and/or bailee.

“Particulars” includes all manner of details with respect to the Goods, including the exact description, weight, kind, nature, content, measure, gauge, quantity, quality, condition, marks, numbers, and value.

“Person” includes an individual, corporation, limited liability company, general or limited partnership, joint venture, association, trust, Participating Carrier, Governmental Authority, and any other type of organization or entity.

“Shipper” includes the shipper, the consignor, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any Person owning or entitled to the possession of the Goods or this Bill of Lading, any Person having a present or future interest in the Goods, or any Person acting on behalf of any of the above-mentioned Persons. If more than one Person is a “Shipper” under this Bill of Lading, then all of Shipper’s representations, warranties, covenants, indemnities, agreements, consents, and waivers under this Bill of Lading shall be joint and several, but Carrier may exercise its rights and remedies upon the breach or default by any one Person constituting the Shipper (with or without exercising rights or remedies against the Goods, any other property, or any other Person).

“Shipping Unit” means each physical unit or piece of cargo not shipped in a package including articles or things of any description whatsoever, except Goods shipped in bulk and irrespective of the weight or measurement unit employed in calculating freight charges, and includes the term “customary freight unit” as used in COGSA (where applicable by its own force or by agreement), and, otherwise, “unit” as used in the Hague Rules, the Hague-Visby Rules, or any national legislation adopting the Hague Rules or the Hague-Visby Rules.

“SOLAS Rules” means the requirements established under the International Convention for the Safety of Life at Sea, 1 November 1974, 1184 UNTS 3 as codified and amended from time to time, including any national legislation adopting SOLAS Rules and the amendment to regulation VI/2 (requiring the mandatory provision of the verification of the gross mass of packed containers and the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475).

“Stuffed” includes filled, consolidated, packed, loaded, or secured, and references to “Stuffed” include placing in or on the relevant Container.

“United States” means the United States of America.

“Vessel” means the vessel named on this Bill of Lading and any other vessel, ship, barge, lighter, watercraft, or other means of transport which is or shall be substituted, in whole or in part, for such vessel.

6(d) Valuables. The Carrier shall not be liable to any extent for any loss or damage to or in connection with platinum, gold, silver, jewelry, precious stones, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negotiable instruments, securities, writings, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature, or any other valuable Goods whatsoever, including Goods having particular value only for the Shipper, unless the true nature and value of the Goods have been declared in writing by the Shipper before receipt of the Goods by the Carrier, and the same inserted in this Bill of Lading and ad valorem freight has been prepaid thereon.

10. CONTAINERS.

a.Carrier shall not be liable for loss or damage to the Goods Stuffed in Containers: (i) caused by the

manner in which the Container has been Stuffed; (ii) caused by the unsuitability of the Goods for carriage in Containers; (iii) caused by the unsuitability or defective condition of the Container; or (iv) if the Container is not sealed at the commencement of the Carriage, except where Carrier has agreed to seal the Container

b. As to Containers Stuffed by Carrier, this Bill of Lading is prima facie evidence of the receipt only of the number of packages, Shipping Units, or Containers as shown on the face hereof. As to other Containers, this Bill of Lading is conclusive evidence of such matters. In all cases, the nature, order, and condition of the contents and any Particulars are unknown to the Carrier, who has no responsibility in respect thereof.

c. If the Containers are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Containers except to the extent that the Containers have been penetrated while in the custody of Carrier under circumstances for which it is liable.

d. Carrier shall be at liberty to open all Containers and inspect the contents of the Containers without notice to the Shipper at such times and places as the Carrier may deem appropriate, and all expenses incurred therefrom shall be reimbursed to the Carrier or borne directly by the Shipper. In case the seals of Containers are broken by Governmental Authorities or other authorities for inspection of the contents of the Containers, the Carrier shall not be liable for any loss, damage, expenses, or any other consequences arising or resulting therefrom.

e. Shipper shall return all Containers in the same order and conditions as handed over to Shipper (normal wear and tear excepted), with interiors clean, and prior to the accrual of any demurrage, detention, or other delay charges.

11. SPECIAL CONTAINERS.

b. Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage, or other failure of the temperature, humidity, or ventilation controlling machinery, plant, insulation, or any other apparatus of the Containers, provided that Carrier shall maintain the settings of temperature-, humidity-, ventilation-, or other controlled Containers as required in Clause 11(c) hereof.

c. If the Goods have been packed into temperature-, humidity-, ventilation-, or other controlled Containers by the Carrier and the particular temperature and humidity range requested by the Shipper is inserted in the Bill of Lading, then Carrier will use due diligence to set the controls within the requested ranges but does not guarantee the maintenance of such temperature and humidity conditions inside the Containers. The Carrier shall not be liable for any loss or damage occasioned by temperature, humidity, defects or insufficiency in or accidents to or explosion, breakdown, failure, or inoperability of any refrigeration, heating, cooling, humidity control, ventilation, or other control unit, including lack of fuel or power or interruption in fuel or power supply for any reason, unless shown to have been caused by the failure of the Carrier to exercise due diligence to properly operate temperature-, humidity-, ventilation-, or other controlled Containers.

16. Lien.

a. Carrier shall have a continuing general lien – which shall survive delivery – upon all Goods and documents related to the Goods that are in its possession, custody, or control, or en route, for all amounts now or hereafter owed to Carrier by Shipper, including: (i) all Charges and other amounts owed pursuant to this Bill of Lading or any agreement preliminary hereto (including General Average and Shipper's indemnity obligations); (ii) amounts due to Carrier by Shipper under any other bill of lading,

contract of carriage, or any other agreement of any type; (iii) all damages, duties, fines, penalties, or advances in connection with the Carriage of the Goods or any other property; (iv) Shipper's obligations to defend, indemnify and hold harmless in connection with the Goods or Carriage; and (v) all other sums whatsoever payable by or chargeable to or for the account of the Shipper under this Bill of Lading or any contract preliminary hereto, including the attorneys' fees, and other costs and expenses incurred in recovering any of the foregoing. Without limiting the foregoing, Carrier may withhold delivery and store the Goods at Shipper's expense if Shipper is in default of any obligation to Carrier whether or not it is related to the Carriage, the Goods, or this Bill of Lading. Carrier's lien as provided for in this Clause 16 supplements Carrier's other rights under all other agreements, under U.S. maritime law, or other applicable Law and can be extinguished only by full and indefeasible payment of all secured amounts. If for any reason delivery is made prior to payment of all amounts secured by Carrier's lien, then notwithstanding the absence of any notice, Shipper acknowledges and agrees that Carrier retains constructive possession of the Goods until Carrier's lien is satisfied as aforesaid. If Shipper defaults in the payment or performance of any such obligations or indebtedness, then Carrier may sell the Goods by public auction or private sale. Any notice required by Law to be given by Carrier of a sale or other intended action with respect to any Goods or documents, made by sending same to Shipper at least ten days prior to any proposed action shall constitute fair, reasonable, and adequate notice to Shipper. Without limiting Carrier's rights under any Law, no advance notice is required if the Goods to be sold are perishable or subject to rapid deterioration or are of a type sold on a recognized market. If, on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Shipper.

b. Without limiting the foregoing, if the Goods are unclaimed for 14 days, or whenever in the Carrier's opinion, the Goods are perishable or subject to deterioration, or are worthless, the Carrier may, at its discretion and subject to its lien and without any responsibility attaching to it, sell, abandon, or otherwise dispose of such Goods solely at the risk and expense of the Shipper.

17.(a) BOTH TO BLAME COLLISION. If the Vessel comes into collision with another ship as a result of negligence of the other ship and any act, neglect, or default of the master, mariners, pilot, or the servants of the Vessel in the navigation or in the management of the Vessel, the Shipper shall defend, indemnify, and hold harmless the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as much loss or liability represents loss of, or damage to, or any claim whatsoever to the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

(b) GENERAL AVERAGE. Shipper shall defend, indemnify, and hold harmless the Carrier in respect of all claims of a general average nature which may be asserted against Carrier with respect to the Goods and prior to delivery of any Goods shall provide such security (including cash deposits) as may be required by the Carrier in this connection.

(c) NEW JASON CLAUSE. In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by Law, contract, or otherwise, the Shipper shall jointly and severally contribute with the Participating Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. Shipper shall pay its contribution to general average even when such average is the result of fault, neglect, or

error of the master, pilot, or crew. Shipper expressly waives its rights under any Laws which might otherwise apply and afford it different rights.

(d) HIMALAYA CLAUSE. Shipper undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever other than Carrier, including the Carrier's servants or agents, any independent contractors (at any time) and their servants or agents, Participating Carriers, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed, or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage, and if any claim or allegation should nevertheless be made, to defend, indemnify, and hold harmless Carrier against all consequences thereof. Without limiting the foregoing, every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for its benefit. It is understood and agreed that if it should be adjudged that any Person other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, all exemptions, limitations of, and exonerations from liability provided by Law or by the terms and conditions hereof shall be available to all agents, servants, employees, representatives, Participating Carriers (including road, rail, water and air carriers), stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors, and independent contractors (at each tier) inclusive of all Persons providing any service whatsoever, regardless for whom acting or by whom retained and paid, it being always understood that such Persons and Vessels are not entitled to any greater or further exemptions, limitations of, or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation. The Shipper shall defend, indemnify, and hold harmless the Carrier against all claims which may be made upon the Carrier by any Participating Carrier, servant, agent, or subcontractor of the Carrier (at any tier) in relation to the claim against any such Person made by the Shipper.

(e) LEGAL COMPLIANCE. The Shipper represents and warrants that it and the Goods are in compliance with all applicable Laws and regulations, including anti-corruption, export control, and anti-terrorism Laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the International Traffic in Arms Regulations administered by the U.S. State Department's Directorate of Defense Trade Controls, U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security, the U.S. Anti-Boycott regulations, and the various U.S. economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control, and that the information that Shipper provided to Carrier in connection with Shipper's compliance with all such applicable Laws is true and complete. The Shipper shall also comply with all applicable Laws of any other country to, from, through, or over which the Goods may be carried, including all applicable Laws relating to the packing, SOLAS Rules relating to the verified gross mass of containers, carriage, or delivery of the Goods. Shipper represents and warrants that the export jurisdiction and classification of the Goods is correct and that it shall immediately notify Carrier in writing of any changes to such information. Pursuant to the foregoing, Shipper shall furnish such information and attach documents to this Bill of Lading as may be necessary to comply with all applicable Laws. Shipper shall indemnify and hold Carrier harmless against any and all claims, losses, or damages arising from the conduct of Shipper or any of its officers, directors, employees, agents, owners, shareholders, or other Persons acting for or with Shipper that constitutes a violation of Shipper's obligations, representations, and warranties contained herein.

(f) U.S. SECURITY. If the Vessel calls in the United States, including any United States territory, the following provisions shall apply with respect to applicable Law or measures:

a. Each delay suffered or time lost in obtaining the entry and exit clearances from the relevant Governmental Authorities shall be counted as time of detention.

b. All expenses or additional fees related to any of the Goods, even if levied against the Vessel, that arise out of security measures imposed at the loading or discharging port shall be for the Shipper's account.

(g) LIMITATION OF LIABILITY. All claims for which the Carrier may be liable shall be adjusted and settled on the basis of Shipper's net invoice cost, plus freight and cargo insurance premium, if paid. In no event shall the Carrier be liable for any indirect, incidental, delay, consequential, punitive, statutory or special damages, including lost profits, income or opportunity, whatsoever and howsoever caused, even if Carrier is on notice of the possibility of such damages or for the acts or omissions of any other person. These limitations and exclusions are effective even if they cause any permitted remedy to fail of its essential purpose. Carrier does not undertake that the Goods shall arrive at any particular time or meet any particular market or use. Without prejudice to the foregoing, if Carrier is found liable for delay, liability shall be limited to the freight charges applicable to the relevant stage of the Carriage.

(h) INDEMNITY. Without limiting Shipper's other indemnity obligations under this Bill of Lading, Shipper agrees to indemnify and hold harmless the Carrier from and against all charges, claims, damages, liabilities, costs, expenses, or other payments or losses (including purchase price, freight, storage, demurrage, detention, duties, taxes, fines, penalties, consequential or exemplary damages, or other money, and including the Carrier's litigation expenses and reasonable attorneys' fees) incurred by the Carrier in connection with or arising from any one or more of: (i) any breach of any representation, warranty, indemnity, or covenant by Shipper, including any failure of the Shipper to pay or perform its obligations to the Carrier or to any third party (including any carrier, vendor, vendee, holder of this Bill of Lading, Governmental Authority, or other Person); (ii) any other claim by any such third party; (iii) all claims and liabilities and all expenses arising from the Carriage insofar as such claim or liability exceeds Carrier's liability under this Bill of Lading; (iv) breach of the applicable tariff or this Bill of Lading by Shipper; and (v) the negligence, gross negligence, willful misconduct, or unlawful acts or omissions of Shipper. The confiscation or detention of the Goods or other property by any third party shall not affect or diminish the Shipper's liability to the Carrier to pay all charges or other money due either promptly upon demand. All obligations of the Shipper in this Bill of Lading to indemnify Carrier are deemed to include the obligations to defend and to hold harmless. Throughout this Bill of Lading, where the Shipper is stated to have an obligation to defend, indemnify, and hold harmless the Carrier, the Carrier may tender defense of the matter to the Shipper, or may select counsel of Carrier's choosing, giving notice of the selection to the shipper and any known holder of this Bill of Lading, and defend the matter, and the Shipper shall timely pay all expenses incurred thereby, including attorneys' fees and all other reasonable costs and expenses related thereto.

(i) PROJECT, NON CONTAINERIZED, BREAK BULK, BULK, AND HEAVY LIFT GOODS. When Carrier undertakes the Carriage of project, non containerized, break bulk, bulk, and other heavy lift Goods, Carrier is undertaking such work pursuant to Carrier's Project Cargo Terms and Conditions, including the limitations of liability set forth therein, all of which are hereby incorporated by reference. Carrier's Project Cargo Terms and Conditions will be provided upon written request to LegalDept@ingrambarge.com.

(j) AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of any of this Bill of

Lading and no consent to any departure therefrom shall be effective against Carrier except by means of a writing signed by a duly-authorized representative of Carrier. Waivers or consents by Carrier shall be effective only in the specific instances and for the specific purposes for which they are given. This Bill of Lading shall not be deemed amended, modified, qualified, or supplemented by any course of dealing or course of performance.

(k) DATA PROTECTION. Shipper represents and warrants that it complies with all applicable privacy and data protection laws with respect to personally identifiable information about individual contacts of Shipper and clients of Shipper (“Shipper Data”) that Shipper provides to Carrier to allow Carrier to perform services. Shipper acts as a “data controller” or an equivalent term under applicable Law with respect to Shipper Data. Shipper further represents and warrants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Shipper Data to Carrier. In providing services to Shipper, Carrier may process Shipper Data and thus act as a “data processor” or an equivalent term under applicable Law with respect to such data and will process Shipper Data in accordance with lawful instructions from Shipper. Carrier may use Shipper Data as part of its Shipper account opening and general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing services. For purposes herein, the information may be transferred to or accessible from Carrier’s offices around the world.

(I) FORCE MAJEURE. Carrier is not liable for loss, damage, expense, delay, or nonperformance resulting in whole or in part from circumstances beyond the control of Carrier, including without limitation: (i) acts of God, including flood, earthquake, storm, hurricane, power failure, disease, pestilence, low water, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by a Shipper or anyone else who may have an interest in the goods, (viii) acts by any Governmental Authority, including denial or cancellation of any import, export or other necessary license, quarantine; or (ix) strikes, lockouts, slowdowns or other labor conflicts.

20. LAW; DISPUTES; VENUE; SEVERABILITY; ETC.

a. This Bill of Lading shall be governed by and construed in accordance with the internal Laws of the State of Tennessee (excluding its Laws relating to conflicts of law), except as the same may be governed by the federal Law of the United States. SHIPPER IRREVOCABLY CONSENTS TO NON-EXCLUSIVE JURISDICTION AND VENUE FOR LEGAL PROCEEDINGS RELATED TO ALL CLAIMS AND DISPUTES ARISING FROM OR IN CONNECTION WITH THIS BILL OF LADING OR THE GOODS, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE OR THE CIRCUIT COURT OF THE STATE OF TENNESSEE SITTING IN EITHER DAVIDSON OR WILLIAMSON COUNTIES. SHIPPER AND CARRIER HEREBY CONSENT TO THE COMMENCEMENT AND TRANSFER OF ALL SUCH LEGAL PROCEEDINGS TO SUCH COURTS. Shipper irrevocably consents to the commencement and to the transfer of venue in any or all such actions to any other venue in which Carrier is party to a legal action brought by itself or a third party that arises from or is connected with the Goods, their carriage, loading, unloading, handling, or storage, or loss, damage, or delay related to any of the Goods. The Shipper hereby waives all defenses based on inconvenience of forum in all actions commenced in the venues agreed to under this Bill of Lading. Shipper shall pay all costs incurred by Carrier (including attorneys’ fees and expenses) in connection with any dispute between Carrier and Shipper (including for transfers of venue, for appeals, and in bankruptcy and receivership proceedings)

b. If any provision of this Bill of Lading, 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 Bill of Lading 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.

c. The Carrier's rights and remedies provided in this Bill of Lading or otherwise existing or arising by agreement, at law, in equity or admiralty, or otherwise, are cumulative. All of Carrier's rights and remedies may be exercised, wholly or in part, from time to time, as often, and in any order as Carrier chooses, and the exercise or the beginning of the exercise of any right or remedy shall not be construed to be an election of rights or remedies, or a waiver of the right to exercise at the same time or thereafter any other right or remedy. None of Carrier's rights under this Bill of Lading shall be construed to impose any obligation on Carrier. No delay or omission by Carrier in the exercise of any right or remedy accruing upon any default shall impair any such right or remedy or be construed to be a waiver of any right to take advantage of any such future event or of any such past default. In case Carrier proceeds to enforce any right or remedy, and such enforcement is discontinued or abandoned for any reason or is determined adversely to Carrier then, and in every such case, Carrier and Shipper shall be restored to their former positions and rights and all rights and remedies shall continue as if no such proceedings had been taken.