

1. DEFINITIONS AND RULES OF CONSTRUCTION. All capitalized terms used herein that are not otherwise defined will have the meanings assigned in Carrier's Supplemental Bill of Lading terms, which are hereby incorporated by reference) available on Carrier's website at <https://ingramlogistics.com/SupplementalBOLTERMS.pdf>, or upon written request to Carrier's legal department at LegalDept@ingrambarge.com.

2.TARIFF. All legally-required provisions of Carrier's tariffs that are published in accordance with the requirements of the Federal Maritime Commission or any other Governmental Authority are incorporated herein by reference. Copies of such provisions are obtainable from the Carrier upon request or from the relevant Governmental Authority with whom the tariffs have been filed.

3.OTHER AGREEMENTS. This Bill of Lading together with terms set forth in Carrier's invoices supersede all agreements or engagements for the shipment of the Goods. All provisions of this Bill of Lading, whether written, typed, stamped, or printed, are accepted and agreed by the Shipper and upon Shipper's tendering any Goods for Carriage will be deemed to be accepted without qualification or reservation as fully as if signed by the Shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory or other protection or exemption from or limitation of liability. If required by the Carrier, a signed original Bill of Lading duly endorsed must be surrendered to the Carrier or its agent at the Port of Discharge prior to the release of any Goods.

4.WARRANTY. Shipper warrants that in agreeing to the terms hereof it is, or is the agent of and has the authority of, the Person owning or entitled to the possession of the Goods or any Person who has a present or future interest in the Goods.

5.CARRIER RESPONSIBILITY – GENERAL PROVISIONS.

a.If any portion of the Carriage is to or from the United States or between points in the United States, or if Law other than United States Law is not compulsorily applicable, COGSA will govern before loading and after discharge and during the entire time between the time the Goods are received from and redelivered to the Shipper. In any trade that does not involve any carriage to, from or between points in the United States, the Hague Rules (or compulsorily applicable national Law implementing the Hague Rules) will govern Carrier's liability, limits on liability, and exemptions for loss, damage, or delay related to or in connection with the Goods, except where the Hague-Visby Rules are compulsorily applicable Law, in which case the Hague-Visby Rules will govern such liability, limits on liability, and exemptions, provided:

i.Shipper acknowledges and agrees that the Carrier is a non-vessel owning common carrier, that it does not own, lease, charter, or operate Vessels or other modes of transportation, or engage in cargo handling or storage, as a result of which Carrier will be required to (and may, in its sole discretion) subcontract with Persons (at any tier), to transport, handle or store cargo to accomplish all or part of the Carriage. Shipper is bound by the limitations on, and exemptions from, liability that are contained in the tariffs, bills of lading, and other contracts by which such other Persons are engaged to perform all or part of the Carriage. Such other Persons shall enjoy the benefit of all of Carrier's rights and liberties with respect to the Goods and the Carriage. The Shipper agrees that the Carrier will be deemed to be a beneficiary of the tariffs, bills of lading, and contracts of such other Persons and of all limitations of, and exemptions from, liability therein contained even though the Carrier acts as agent of the Shipper in contracting with the actual Person for the Carriage of the Goods. Under no circumstances will the Carrier be responsible for any damages to an extent greater than it can recover from the actual Person engaged to perform all or part of the Carriage or any beneficiaries of its bill of lading and Shipper hereby waives any such argument.

ii.Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable Law of any country (including, where applicable, Chapter 305 of Title 46 of the United States Code, and other relevant provisions of the United States Code) and without prejudice to the generality of the foregoing also all Laws available to the owner of the Vessels on which the Goods are carried.

b.The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any modes of land, sea, or air transport and to arrange participation by other Persons who handle or store cargo, or provide other services, to accomplish the total or any part of the Carriage between the Place of Receipt and the Place of Delivery as shown on this Bill of Lading.

c.In the event that it is proven that loss or damage occurred during Carriage, but the stage of Carriage during which loss of or damage to the Goods occurred cannot be proved, it will be irrebuttably presumed that the loss or damage occurred while the Goods were on the Vessel, and all obligations, rights, and immunities of Carrier and Shipper with respect to such loss or damage shall be determined accordingly.

d.The rights, defenses, exemptions, limitations of and exonerations from liability, and immunities of whatsoever nature provided for in this Bill of Lading shall apply in every action or proceeding against the Carrier, its agents or servants, Participating Carriers, independent contractors, or other Persons engaged to perform all or part of the Carriage, whether in tort, contract, or otherwise.

e.Services performed by Carrier as to Goods before their receipt by or for Carrier at the Place of Receipt shown on this Bill of Lading or after their delivery by or for Carrier at the Place of Delivery shown on this Bill of Lading were or shall be performed solely as agent for the Shipper, and Carrier shall have no responsibility or liability as a Carrier for any acts or omissions of any Persons or loss of or damage or delay to the Goods during such periods.

6.CARRIER RESPONSIBILITY – LIMITATIONS.

a.Package, Customary Freight Unit, or Shipping Unit Limitation.

i.Where COGSA applies to this Bill of Lading (whether by its own force or by agreement), Carrier shall not be liable for loss or damage in an amount exceeding US \$500 lawful money of the United States per package, or in case of Goods not shipped in packages, per Shipping Unit, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof.

ii.Where COGSA does not apply, but where the Hague Rules, Hague-Visby Rules, or any legislation making such rules compulsorily applicable to this Bill of Lading apply, Carrier shall not be liable for loss or damage to or in connection with the Goodsin an amount exceeding the package or Shipping Unit limitation as laid down by such Rules or legislation, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US \$500 per Shipping Unit.

iii.Where neither COGSA, nor the Hague Rules, nor the Hague-Visby Rules, nor any legislation applying such Rules is compulsorily applicable, Carrier's liability shall not exceed US\$500 per Shipping Unit or US\$2 per kilo of the gross weight of the Goods lost, damaged, or in respect of which the claim arises, or the value of such Goods, whichever is less.

iv.Where a lesser monetary limitation is applicable, such as during handling by a Participating Carrier or independent contractor and damage occurs during its or their period of care, custody, control, and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation.

b.Ad Valorem - Declared Value of Package or Shipping Unit.

i.To secure a due proportion between the charges it earns and the amount for which it may be responsible in the event of loss or damage to the Goods, Carrier has established its regular, lower rates and charges based on the limited value of the Goods as agreed herein. Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper before delivery to Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by Carrier, extra freight, premiums, and other Charges paid. Unless the Shipper so declares the value of the Goods and pays ad valorem charges, the Shipper is deemed to have elected the regular, lower charges of Carrier, and to have agreed that, for purposes of computing any liability of Carrier, the limitations of liability set forth in Clause 6(a) hereof shall apply. In such case if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

ii.The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to Shipper or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

c.Definition of Package or Shipping Unit. Where a Container is used to consolidate Goods and such Container is Stuffed by Carrier, the number of packages or Shipping Units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or Shipping Units for the purpose of any limit of liability per package or Shipping Unit provided in any applicable international convention or national Law relating to the carriage of goods by sea. Except as aforesaid the Container shall be considered the package or Shipping Unit. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in such Law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

d.Valuables. The Carrier shall not be liable to any extent for any loss or damage to or in connection with the valuables identified in Carrier's supplemental Bill of Lading terms, (which are hereby incorporated by reference) available on Carrier's website at <https://ingramlogistics.com/SupplementalBOLTERMS.pdf>, or upon written request to Carrier's legal department at LegalDept@ingrambarge.com.

e.Fire Exemption. Neither Carrier nor any Person controlled by or under common control with Carrier shall be liable to answer for or make good any loss or damage to Goods occurring at any time (including before loading on or after discharge from the Vessel) by reason or by means of any fire, wherever and howsoever occurring, unless such fire shall have been caused by the actual fault or privity of the Carrier or such Person, respectively. In any situation where such exemption from liability may not be permitted by Law, neither Carrier nor such Person shall be liable for any loss or damage by the fire unless caused by negligence, including that imputed by the Law, of Carrier or Person, respectively.

f.Third Party Custody of Goods. Any other provision hereof to the contrary notwithstanding, Shipper agrees and acknowledges that (i) Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery, loss, or damage to the Goods occurring while the Goods are not in the actual possession of Carrier or of Carrier's agentsand (ii) if Shipper directs that any Goods be moved from a container yard to a facility or the premises of any other third-party, and such Goods are thereafter lost, stolen, or damaged, in whole or in part, while under the care, custody, or control of such third party or by a carrier that transports the Goods, Carrier shall have no liability for any such loss or damage whatsoever. If Shipper asserts a claim for such delay, non-delivery, mis-delivery, loss, damage, or any fault or negligence, and Carrier is required to defend against a claim or pay any claim related thereto, Shipper shall defend, indemnify and hold harmless the Carrier with respect thereto.

7.ROUTES AND DEVIATION; LIBERTIES.

a.Without notice to the Shipper, the Carrier has the liberty to carry the Goods on or under deck and to choose or substitute the means, route, and procedure to be followed in the handling, stowage, storage, and transportation of the Goods, including deviations for purposes not directly necessary for a prompt and direct accomplishment of the Carriage. Carrier does not warrant any specific route, Vessel, method of transport, or deliverydate.

b.In any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport of the Goods, which in the judgment of the Carrier (or any other Person who carries, handles, or stores or is to carry, handle, or store the Goods):

i. has given or is likely to give rise to danger, injury, loss, hindrance, risk, difficulty, delay, or disadvantage of whatsoever nature to the Vessel, any vehicle or other means of transport, the

Carrier, any other Person, the Goods, or any other property; or ii. a Participating Carrier intended to be used for the Carriage suspects service for all or part of the intended Carriage; iii. the Carrier or the Carriage is adversely affected by a circumstance described in Clause 7(d) hereof, or there is a reasonable apprehension thereof; iv. a vendor of Goods not supplied by the Carrier asserts a legal right to recover, reclaim, or replevy such Goods; v. any Person constituting the Shipper files or becomes subject to proceedings in bankruptcy, receivership, or insolvency, to an assignment for the benefit of creditors, or any other similar proceeding or transaction; vi. Goods are seized by judicial or nonjudicial means, arrested, executed against, detained, requisitioned, or acquired by a Governmental Authority; or, vii. has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Carrier or the Shipper to commence or continue the Carriage or to discharge the Goods at the intended port or place of discharge, or to transport the Goods by the route or in the manner originally intended by the Carrier, the Carrier at any time shall be entitled to do any or all of the following, without prior notice to Shipper: terminate the Carriage; store the Goods; transship or forward the Goods; divert the Goods; unpack Goods from their Containers; and, in the exercise of its reasonable discretion, dispose of the Goods in such way as the Carrier may deem advisable, and, without limiting the foregoing: **(w)**Carrier shall be entitled, before the Goods are loaded on the Vessel or other mode of transport, to cancel this Bill of Lading without incurring liability to the Shipper or any other Person for compensation or damages, and to require the Shipper to take delivery of the Goods, and upon Shipper's failure to do so, to store the Goods anywhere; **(x)**If the Goods are at a place awaiting transshipment, Carrier shall be entitled to terminate the Carriage there and to store the Goods at any place selected by the Carrier, transship or forward the Goods to an alternative destination, and, in the case of the circumstances set forth in Clause 7(b)(iv) hereof, transship or forward the relevant Goods to an alternative recipient designated by the relevant vendor; **(y)** if the Goods are loaded on the Vessel or other mode of transport, Carrier shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the Port of Loading or Place of Receipt and there discharge them; and **(z)** in the case of the circumstances set forth in Clause 7(d) hereof impose surcharges to cover all extra expenses (including extra insurance premiums and cost of diversion). All actions under Clauses (w), (x), (y), or (z) above constitute complete and final delivery and full performance of this Bill of Lading, and the Carrier thereafter will be freed from any responsibility hereunder.

c.If the Carrier makes arrangements to store, transship, or forward the Goods, it shall do so solely as agent of and for and at the sole risk and expense of the Shipper without any liability whatsoever in respect of Carrier's acts or omissions as agent, and the Shipper shall reimburse the Carrier forthwith all extra freight charges and other extra expenses thereby incurred. If Customer instructs ILS in writing to release cargo without surrender or presentation of the original bill of lading (a/k/a "telex release"), Customer shall indemnify ILS and hold it harmless from any claim of misdelivery, conversion, etc., brought by any party claiming a right to ownership or possession of the cargo pursuant to the original bill of lading. ILS is under no obligation to release shipments covered by a negotiable bill of lading without surrender of the original bills.

d.The situations referred to in Clause 7(b)(iii) hereof shall include those caused by: the existence or apprehension of war (declared or undeclared), hostilities, warlike or belligerent acts or operations, riots, civil commotions, or other disturbances; closure of, obstacles in, or danger to any canal, river, or lock and dam structure; blockade of port or place or prohibition of or restriction to commerce or trading; embargo; piracy; quarantine, sanitary, or other similar regulations or restrictions; strikes, lockouts, or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its subcontractors; congestion of port, dock, wharf, or any other place; shortage, absence, or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods; epidemics or diseases and related quarantines; Carrier making a determination that the Goods cannot be safely or properly carried further; or bad weather, shallow water, ice, landslide, or other obstacles in navigation or haulage.

e.The Carrier shall have liberty to comply with orders, directions, regulations, recommendations, or suggestions as to departure, arrival, route, ports of call, storage, loading, discharge, handling, destination, reshipment, deposit, or storage in any place or places, delivery, surrender, quarantine, disposal, or otherwise, howsoever given by any Governmental Authority or by any other Person having, under the terms of any insurance on the Vessel or the Goods, the right to give such order, directions, regulations, recommendations, or suggestions.

f.The liberties set out in this Clause 7 may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

g.Promptly after invoking, or becoming aware of any Person who fulfills any part of the Carriage invoking, any liberties set out in this Clause 7, Carrier shall give notice thereof to Shipper. All additional freight and other Charges (including a reasonable recovery for Carrier's personnel and internal expenses) that are incurred as a result of any invocation of this Clause 7 shall be for the account of Shipper, who shall promptly pay the same. Such Charges and amounts that are incurred or recoverable hereunder in connection with a situation with regard to the Goods and other property may be reasonably allocated by Carrier between the Goods and such other property.

h.Without limiting Shipper's other obligations under this Bill of Lading, Shipper shall defend, indemnify, and hold harmless the Carrier against all losses and liabilities suffered or incurred by the Carrier as a result of the circumstances referred to in this Clause 7.

8.SHIPPER'S RESPONSIBILITY.

a.The Particulars of the Goods set out on the face hereof and any Particulars or other representation appearing on the Goods, Containers, or other packages or documents relating thereto are furnished by the Shipper, and the Shipper warrants to the Carrier the accuracy and completeness of all such information including without limitation all verified gross mass requirements under the SOLAS Rules.

b.Shipper warrants that it has complied with all applicable Laws and requirements of port and other authorities and shall bear and pay all duties, taxes, fines, imports, expenses, and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect, or insufficient marking, numbering, addressing, or any other Particulars of the Goods.

c.Shipper warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regards to their nature and in compliance with all applicable Laws.

d.Shipper shall be liable for the loss, damage, contamination, soiling, detention, or demurrage before, during, and after the Carriage of property (including Containers) of Carrier or any Person or Vessel that is caused by Shipper or any Person acting on Shipper's behalf or for which Shipper is otherwise responsible.

e.Payment of any amounts due hereunder to a forwarder, broker, or any Person other than Carrier or its duly-authorized agent shall not be deemed payment to Carrier and shall be made at the payer's risk. All amounts for which Shipper is liable under this Bill of Lading are due upon demand. Shipper shall pay interest on any amounts owed under this Bill of Lading that are not paid when due at one and one half percent (1.5%) per month (19.72% annum).

9.DANGEROUS GOODS, CONTRABAND.

a.Shipper warrants that the Goods are not, and shall not become, of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious, or dangerous nature, and agrees that such Goods shall be transported only upon the Carrier's acceptance (granted or withheld in its sole discretion) of a prior written application by shipper for the carriage of such Goods. Such application must accurately state the nature, name, label, and classification of the Goods, the method of rendering them innocuous, the full names and addresses of the shipper and consignee, and all certificates and other documents required by Law. Shipper shall not tender contraband for shipment.

b.The Shipper shall ensure that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked on the outside of their packages and Containers and shall submit the documents or certificates required by any applicable Laws or by the Carrier before tendering the Goods for shipment.

c.Whenever Goods are discovered to have been received by the Carrier and the Shipper has not complied with Clauses 9(a) or (b) hereof, or the Goods are found to be contraband or prohibited by any applicable Laws, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without liability, and the Shipper shall be liable for and shall indemnify the Carrier against all loss, damage, and liability, including general average and loss of freight and other Charges, and any other expenses directly or indirectly arising out of or resulting from such Goods or any action by Carrier authorized herein with respect to any Goods.

10.CONTAINERS.

a.Carrier's obligations and liabilities regarding containerized cargo are set forth in Carrier's supplemental Bill of Lading terms (which are hereby incorporated by reference), available on Carrier's website at <https://ingramlogistics.com/SupplementalBOLTERMS.pdf>, or upon written request to Carrier's legal department at LegalDept@ingrambarge.com.

b.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 CIRCUMSTANCES.

a.Shipper warrants that it has not tendered for transportation any Goods which require temperature, humidity, ventilation, or other control without previously having made special arrangements with the Carrier in writing, including for the payment of additional freight (and filling in the appropriate box on the front of this Bill of Lading with respect to their nature and particular temperature or other range to be maintained). In the absence of such special arrangements, Carrier may treat the Goods or Containers only as ordinary Goods or Containers, respectively. In the case of temperature-, or humidity-, or ventilation-controlled Containers Stuffed by or on behalf of Shipper, Shipper further warrants that the Containers are and shall remain throughout the Carriage in proper functioning order and have been delivered to the Carrier at the proper internal temperature, humidity, ventilation, or other control conditions, that the Goods have been properly Stuffed in the Container, and that its controls have been properly set by Shipper before receipt of the Goods by Carrier.

b.Carrier's other applicable terms on Special Containers are set forth in Carrier's supplemental Bill of Lading terms (which are hereby incorporated by reference), available on Carrier's website at <https://ingramlogistics.com/SupplementalBOLTERMS.pdf>, or upon written request to Carrier's legal department at LegalDept@ingrambarge.com.

12.STORAGE OF GENERAL CARGO. Goods may be stowed in pump, forecastle, deck house, shelter deck, passenger space, or any other covered space commonly used in the trade and suitable for the carriage of Goods, or on deck as provided in Clause 13 hereof, and when so stowed shall be deemed for all purposes to be stowed under deck.

13.DECK CARGO, LIVE ANIMALS AND PLANTS, PERISHABLES.

a.The Carrier has the right to carry the Goods in Containers under the deck or on deck, whether or not so stated herein.

b.When the Goods are carried on deck, the Carrier shall not be required to specially note, mark, or stamp any statement of on deck stowage on the face hereof, any custom or usage to the contrary notwithstanding. Carrier shall not be liable in any capacity whatsoever for any non-delivery, misdelivery, delay, or loss of or damage to Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by Carrier's negligence, the Vessel's unseaworthiness, or other reasons.

c.The Carrier shall not be responsible for any accident, disease, mortality, loss, injury, or damage to live animals, birds, reptiles, fish, plants (including fruits and vegetables), or other perishable Goods arising from any cause whatsoever.

14.DELIVERY.

a.Without giving notice of either arrival or discharge, Carrier may discharge the Goods direct as they come to hand, at or onto any dock, wharf, craft, or place that the Carrier may select, and continuously, Saturdays, Sundays, and holidays included, at all such hours by day or night as the Carrier may determine no matter what the state of the weather or custom or rule of the port may be. Delivery of the Goods shall be received by the consignee directly from the ship's tackle as the Goods come to hand in unloading or as soon as available if discharged on Carrier's dock or wharf. The Carrier shall not be liable in any respect whatsoever if temperature, humidity, ventilation-, or other control facilities or equipment shall not be furnished during loading or discharge or before loading or after discharge, including any part of the time that the Goods are upon or at the dock, wharf, craft, or other place of loading, discharge, or storage. All lightrage and use of craft in loading or discharging shall be at the risk and expense of the Shipper, and all Charges incurred thereby shall be paid by Shipper in addition to freight. Landing and delivery charges and pier dues shall be at the expense of the Shipper and shall be paid by Shipper in addition to freight. If the Goods are not taken away by the proper recipient by the expiration of the next working day after the Goods are at Shipper's disposal, the Goods may, at Carrier's option and subject to Carrier's lien, be placed in storage or be permitted to lie where landed, but always at the expense and risk of the Shipper and Goods. The responsibility of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into custody of customs or other Governmental Authorities. The Carrier shall not be required to give any notification of delivery or disposition of the Goods.

b.In case the Goods received by Carrier are in Containers into which the contents have been Stuffed by or on behalf of the Shipper, the Carrier shall only be responsible for delivery of the total number of Containers shown on the face hereof, and shall not be required to unpack the Containers and deliver the contents thereof, in any manner; provided, however, that upon the Shipper's demand in writing reaching the Carrier at least three days prior to the scheduled date of arrival of the Vessel at the Port of Discharge, and if the Carrier agrees in the exercise of its sole discretion, Containers may be unpacked and the contents thereof may be delivered by the Carrier to one or more receivers in accordance with the written instructions, in which case if the seal of the Containers is intact at the time of unpacking, all the Carrier's obligations hereunder shall deemed to have been discharged and the Carrier shall not be responsible for any loss or damage to the contents arising or resulting from such delivery and the Shipper shall be liable for an appropriate adjustment of the freight and additional charges incurred. In case the Goods have been Stuffed into Containers by the Carrier, the Carrier may unpack the Containers and deliver the contents thereof and shall not be required to deliver the Goods in Containers. Goods may be delivered to the Shipper in Containers, in which case 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 obligations hereunder and the Carrier shall not be responsible for any loss of or damage to the contents of the Containers. Delivery as provided for in this paragraph shall be granted only when arranged prior to Carrier's receipt of the Goods and if expressly provided for herein. The Shipper desiring to avail itself of the delivery as provided in this paragraph must give notice in writing to the Carrier at the first port of call of the Vessel named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at the Carrier's option and the Carrier's responsibility shall thenceance.

c.The Shipper warrants to the Carrier that the marks on the Goods, packing, and Containers correspond to the marks shown on the Bill of Lading and also in all respects comply with all the Laws in force at the Port of Discharge and Place of Delivery and shall defend, indemnify, and hold harmless the Carrier against all loss, damage, expenses, penalties, and fines arising or resulting from incorrectness or incompleteness thereof.

d.Goods which cannot be identified as to marks and numbers, cargo sweepings, liquid residue, and unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various Shippers and consignees of Goods of like character, in proportion to any apparent shortage, loss of weight, or damage, and such Goods or parts thereof shall be accepted as full and complete delivery.

e.The term "apparent good order and condition" when used in this Bill of Lading with respect to iron, steel, metal, or wood products does not mean that such Goods, when received, were free of visible rust, mold or moisture staining, chafing, and/or breakage, or when used with reference to baled wood products or baled cotton does not mean that the covers thereon were not torn or that the bands thereon were free of visible rust or moisture. In any event Shipper acknowledges and agrees that rust, oxidation, or condensation inside any Container is not Carrier's responsibility, unless such condition arises out of Carrier's failure to provide a seaworthy Container prior to loading. Prior to Carrier's receipt of any Goods, Shipper may request in writing special arrangements for Goods subject to any of the foregoing conditions, such arrangements must be noted on this Bill of Lading, and Shipper shall pay all special freight for such special arrangement.

15.CHARGES.

a.Charges shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid and non-returnable in any event. At Carrier's option, Charges may be calculated on the basis of the Particulars of the Goods furnished by the Shipper who shall be deemed to have guaranteed to the Carrier the accuracy of all Particulars of the Goods as furnished by Shipper at the time of receipt of the Goods by the Carrier. In case of any incorrect or incomplete (including failure to furnish) declaration of any of the Particulars of the Goods including without limitation all verified gross mass requirements for the Goods as required under the SOLAS Rules which shall remain the Shipper's sole responsibility, the Shipper shall be liable for and bound to pay to the Carrier (i) the balance of freight between the freight charged and that which would have been due had the correct Particulars been given, plus (ii) (because of the difficulty in ascertaining Carrier's additional damages) as and by way of liquidated and ascertained damages, a sum equal to the correct freight and (iii) for any additional costs or delays incurred by Carrier including detention, demurrage, additional re-weighing or verification fees, and quayside rent charges. Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-count, re-measure, and re-value the Goods, and if any Particulars are found by Carrier to be incorrect, Shipper shall pay Carrier the correct Charges (credit being given for the Charges already charged) and the expenses incurred by Carrier in establishing the correct Particulars.

b.Full freight to the Port of Discharge or Place of Delivery named herein shall be prepaid or shall be collected at destination. The Carrier shall be entitled to all freight and other Charges due hereunder, and to receive and retain it irrevocably under any circumstances whatsoever, whether or not the Vessel or the Goods are damaged or lost, or the Carriage is interrupted or abandoned. Full freight shall be paid for damaged, destroyed, or unsound Goods.

c.The payment of freight or other Charges shall be made in full, in cash without any offset, recoupment, abatement, counterclaim, or deduction. Where freight is payable at the Port of Discharge or Place of Delivery, such freight and all other Charges shall be paid in the currency named in this Bill of Lading or, at Carrier's option, in other currency.

d.Goods once received by the Carrier cannot be taken away or disposed of by the Shipper or vendor of the Goods except upon the Carrier's consent and against payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave port without further notice, and dead freight shall be paid by the Shipper.

e.The Shipper shall be liable for, and indemnify the Carrier against: (i) all duties, losses, imposts, taxes, and charges including consular fees levied on the Goods; (ii) all fines and duties sustained or incurred by the Carrier in connection with the Goods howsoever caused, including the Shipper's failure to comply with Laws, including without limitation the SOLAS Rules, or directions or recommendations of Governmental Authorities or others in connection with the Goods, or Shipper's failure to procure consular, health, or other certificates or other documentation to accompany the Goods; and (iii) Carrier's expenses incurred due to the seizure of Goods by judicial or nonjudicial means, or if the Goods are arrested, executed against, detained, requisitioned, or acquired by a Governmental Authority. The Shipper shall be liable for return freight and Charges on the Goods refused exportation or importation by any Governmental Authorities. If the Carrier is of the opinion that the Goods stand in need of sorting, inspecting, coopeage, bailing, repackaging, mending, repairing, or reconditioning or require other protection or care, the Carrier may carry out such work at the expense of the Shipper and the Goods. The Shipper authorizes the Carrier to incur and pay all such Charges and expenses and to do any matters mentioned above at the expense of and as agents for the Shipper and to engage other Persons to regain or seek to regain possession of the Goods and do all things deemed advisable for the benefit of the Goods.

f.All Persons constituting the Shipper shall be jointly and severally liable to the Carrier for the payment of all Charges and for the payment and performance of the obligations and indebtedness of each of them hereunder.

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 on route, for all amounts now or hereafter owed to Carrier by Shipper. The full scope of Carrier's lien is set forth in Carrier's supplemental Bill of Lading terms (which are hereby incorporated by reference), available on Carrier's website at <https://ingramlogistics.com/SupplementalBOLTERMS.pdf>, or upon written request to Carrier's legal department at LegalDept@ingrambarge.com.

17.SUPPLEMENTAL TERMS. Carrier's Supplemental Bill of Lading Terms, which are hereby incorporated by reference, covering **BOTH TO BLAME COLLISION; GENERAL AVERAGE; NEW JASON CLAUSE; HIMALAYA CLAUSE; LEGAL COMPLIANCE; U.S. SECURITY; LIMITATION OF LIABILITY; INDEMNITY; PROJECT, NON CONTAINERIZED, BREAK BULK, BULK, AND HEAVY LIFT GOODS; LAW, DISPUTES, VENUE, SEVERABILITY, ETC.; AMENDMENTS AND WAIVERS; DATA PROTECTION; and FORCE MAJEURE**, are available on Carrier's website at <https://ingramlogistics.com/SupplementalBOLTERMS.pdf>, or upon written request to Carrier's legal department at LegalDept@ingrambarge.com. Shipper acknowledges that it has had an opportunity to review these supplemental terms carefully and agrees to the entirety of same without any reservation.

18.NOTICE OF CLAIM AND TIME FOR SUIT. Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier at the Port of Discharge or Place of Delivery, or at the Carrier's address shown on the Bill of Lading, before or at the time of delivery of the Goods or, if the loss or damage is not readily apparent, within three days after delivery, the Goods will be deemed to have been delivered as described in the Bill of Lading. In any event the Carrier will be deemed discharged from all liability, including liability in respect of non-delivery, misdelivery, delay, loss, damage, or any fault or negligence, unless suit is filed against the Carrier within one year after the earlier of delivery or release of the Goods or the date when the Goods should have been delivered or released.

19.CARRIER TARIFF. Copies of Carrier's tariff are obtainable from Carrier upon request or where applicable from the Federal Maritime Commission or other government agency with whom its tariff has been filed. Carrier may from time to time change the terms of this Bill of Lading. The current and applicable terms of this Bill of Lading can be found on Carrier's website at <https://ingramlogistics.com/OceanBOL.PDF> and <https://ingramlogistics.com/SupplementalBOLTERMS.pdf> and may differ from the pre-printed terms for the Bill of Lading. In the event of a conflict between the terms of this Bill of Lading and the updated version in Carrier's tariff in effect on the date that cargo is received by Carrier for transport under this Bill of Lading, the updated version shall control.

20.LAW; DISPUTES; VENUE; SEVERABILITY; ETC. 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 governed by the federal Law of the United States. As noted in 17 above, this term is supplemented by Carrier's Supplemental Bill of Lading Terms.