

PURCHASE ORDER TERMS

These Purchase Order Terms (“Terms”) are between Ingram Barge Company LLC and each of its subsidiaries and affiliates (collectively, “Ingram”) and the Supplier identified on Ingram’s purchase order (“Supplier”) and apply to purchase transactions for goods and/or services (individually or collectively, the “Goods/Services”) between Ingram and Supplier that do not have a written agreement signed by both Ingram and Supplier. If there is such a separate, written and signed agreement, then the terms contained therein will be the terms that govern the transaction and relationship of the parties. In the absence of such an agreement, these Terms will govern and are incorporated into Ingram’s purchase of Goods/Services from Supplier as documented by a purchase order issued by Ingram (“Order”).

1. **Acceptance.** Supplier’s performance—to any degree—under the Order will be deemed irrevocable acceptance of these Terms. By acceptance of the Order, Supplier agrees to be bound by, and to comply with all of these Terms (as amended or supplemented (or both) by Ingram from time-to-time), and all specifications and other documents referred to in the Order. These Terms apply to everything listed in the Order and constitute Ingram’s offer to Supplier, which Ingram may revoke at any time prior to Supplier’s acceptance. The Order is not an acceptance by Ingram of any offer to sell, any quotation, or any proposal from Supplier. Reference in the Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms. If Supplier’s confirmation or any other document or communication it sends to Ingram related to the Order includes: (i) additional terms, (ii) terms that conflict with the Terms, (iii) language stating that Supplier’s terms supersede and govern for any reason, or (iv) any combination of (i) - (iii), any such terms described in (i) – (iii) will be deemed material alterations of the Order. Ingram does not assent to any such alterations to the Order absent an express statement to that effect in writing to Supplier, and this “Acceptance” Section will be deemed sufficient notice of Ingram’s objection to Supplier’s terms under applicable law. The terms found in the Order are the entirety of the terms offered by Ingram to Supplier; Supplier’s acceptance of Ingram’s terms is not (and will not be deemed) conditioned on Ingram’s acceptance of any material alterations to the Order proposed by Supplier—any such alterations will be deemed errant, void, and unenforceable against Ingram without further notice. If there is any conflict between these Purchase Order Terms and the terms in any other document issued by Ingram in connection with the Order, then these Purchase Order Terms will be deemed to supersede and govern.

2. **Purchase Authorization, Documentation, and Delivery.** Goods/Services for motor vessel operations and various land-based facilities will be purchased exclusively through the Ingram Barge Company Procurement Department. Ingram will assign a number to each Order (“PO Number”) at the time the Order is placed. Once this PO number is communicated to Supplier, Supplier shall cause (a) the PO Number, (b) the appropriate vessel or department name, and (c) the name of the Ingram contact, to appear on all delivery tickets, packing slips, bills of lading, invoices and all other documentation pertaining to the purchase. Supplier shall ensure that every purchase is delivered to the location specified by Ingram. If no location is indicated, Supplier shall contact the Ingram contact as listed on the Order. Supplier is responsible for ensuring that all delivery receipts have the legible signature of an authorized Ingram employee to verify the Goods/Services were received. Delivery documentation without a signature or with an illegible signature will not be processed for payment.

3. **Price.** The Order shall not be filled at a price higher than shown on the face of the Order. If no price is set forth on the front of the Order, the Goods/Services will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, Goods/Services ordered under the Order will not be billed at a higher price than last quoted or charged without Ingram's specific written authorization. Ingram will be entitled at all times to set off any amount owed at any time by Supplier or any of its affiliates to Ingram or any of its affiliates against any amount payable at any time by Ingram in connection with the Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Ingram. All applicable taxes arising out of transactions contemplated by the Order will be borne by Supplier except as otherwise specified by the parties in writing. If Supplier reduces its prices for such Goods/Services during the term of the Order, Supplier shall correspondingly reduce the prices of Goods/Services sold thereafter to Ingram under the Order.

4. **Invoices.** Supplier shall cause all invoices to be submitted to Ingram's Accounts Payable Department within 30 days of providing the Goods/Services to the following email address: Accounts.Payable@ingrambarga.com. Supplier shall ensure that all invoices include (a) the PO Number, (b) the appropriate vessel or department name and (c) the name of the Ingram contact; if Supplier fails to include the information aforementioned in (a) – (c), Ingram may, in its sole discretion, refuse payment for such Order unless Supplier can prove with objective, documentary evidence that the Order was properly placed and authorized by an Ingram buyer. If Supplier does not submit its invoice to Ingram within 45 days after receipt of the Order from Ingram, Supplier will be deemed to have irrevocably waived its right to payment, and Ingram, may, in its sole discretion, refuse to pay Supplier. If Supplier does not invoice Ingram within 60 days after receipt of the Order from Ingram, Supplier will be deemed to have irrevocably waived its right to payment, and the underlying debt and payment obligation will be deemed fully discharged. Supplier hereby irrevocably waives any claim to payment for any late-submitted invoices on behalf of itself and any successors or assigns. Supplier hereby irrevocably waives any claim for rescission of the Order based on non-payment by Ingram when invoices are received by Ingram more than 60 days after the provision of the Goods/Services. Questions pertaining to specification, deliveries, quantities, etc. should be directed to the Ingram buyer. Questions pertaining to payment may be directed to Ingram Accounts Payable at (615)-517-3850 or Accounts.Payable@ingrambarga.com. All inquiries must include, the PO Number, the appropriate vessel or department name, and the name of the Ingram contact.

5. **Default.** Ingram may, by written notice to Supplier, terminate all or any part of the Order if Supplier fails: (a) to perform on or before the delivery date, or (b) to make progress so as to jeopardize performance of the Order by the delivery date, and does not cure such failure within a period of ten days (or such longer period as Ingram may authorize in writing) after receipt of notice from Ingram specifying such failure. Upon providing notice of termination Ingram may procure, on such terms as it will deem appropriate, Goods/Services or services (or both) similar to those so terminated. Supplier shall continue performance of the Order to the extent not terminated and will be liable to Ingram for any excess costs for such similar Goods/Services. As an alternate remedy, and in lieu of termination for default, Ingram, at its sole discretion, may elect to (i) extend the delivery schedule, (ii) waive other deficiencies in Supplier's performance, or (iii) both (i) and (ii), in which case the parties must negotiate an equitable reduction in the Order price. If Supplier for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of the Order, Supplier shall promptly notify Ingram in writing. If Supplier does not comply with Ingram's delivery schedule, Ingram may require delivery by fastest means available, and Supplier shall prepay—without reimbursement from Ingram—all charges resulting from the premium transportation. The rights and remedies of Ingram provided in this Section 5 will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by contract, by law, at equity or under the Order.

6. **Inspection.** All Goods/Services will be subject to inspection and test by Ingram at all times and places, and in any event prior to final acceptance. Final acceptance or rejection of the Goods/Services will be made as promptly as practical after delivery except as otherwise provided in the Order, but failure to inspect and accept or reject Goods/Services or failure to detect defects by inspection, will neither relieve Supplier from responsibility for such Goods/Services as are not in accordance with the Order nor impose liabilities on Ingram for them. Ingram's payment for the Goods/Services will not constitute its acceptance of the Goods/Services. Goods/Services rejected and Goods/Services supplied in excess of quantities ordered may be returned to the Supplier at Supplier's expense. Supplier shall promptly refund any payment made for any Goods/Services rejected hereunder. If any of the Goods/Services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, then Ingram may, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion: (i) reject and return such Goods/Services at Supplier's expense; (ii) require Supplier remove nonconforming Goods/Services; (iii) require Supplier to replace nonconforming Goods/Services with conforming Goods/Services; or (iv) any combination of (i) through (iii). If Supplier fails to make the necessary removal and replacement in a time and manner satisfactory to Ingram, Ingram may at its option inspect and sort the Goods/Services, and Supplier shall—upon demand—reimburse Ingram for any related costs.

7. **Warranties.** Supplier warrants that all Goods/Services: (a) are free of any claim of any nature by any third person and that Supplier will convey clear title to Ingram, (b) are performed in a manner acceptable in the industry and in accordance with generally accepted standards, (c) will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased, and, (d) are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Ingram. Ingram's inspection, test, acceptance, or use of the Goods/Services will not affect Supplier's obligations under these warranties. Supplier shall replace or correct, at Ingram's option and at Supplier's cost, defects of any Goods/Services not conforming to these warranties. If Supplier fails to correct defects in or replace nonconforming Goods/Services within ten days from the date Ingram notifies Supplier of the defect(s), Ingram may, either (i) make such corrections or replace such Goods/Services and charge Supplier for all costs incurred by Ingram, or (ii) revoke its acceptance of the Goods/Services in which event Supplier shall refund the purchase price and make all necessary arrangements—at Supplier's sole cost—for the return of the Goods/Services to Supplier. All warranties of Supplier herein or that are implied by law will be deemed to survive any inspection, delivery, acceptance, or payment by Ingram. Any attempt by Supplier to limit, disclaim, or restrict these warranties or any remedies of Ingram, by acknowledgment or otherwise, in accepting or performing the Order, will be deemed null, void, and ineffective without Ingram's prior written consent.

8. **Indemnification.** To the fullest extent permitted by law, Supplier shall indemnify and hold Ingram, its affiliates and subsidiaries and all of their respective agents, customers, directors, officers, vessels, contractors and subcontracts (at any tier), and successors and assigns harmless from and against any and all damage, loss, liability, claims, cost or expense arising out of or related (directly or indirectly) to (i) Supplier's breach of these Terms, (ii) Supplier's (including any of its affiliates', employees', personnel's, contractor/subcontractors' individual or collective) negligence, gross negligence, intentional misconduct, or other fault.

9. **Limitation of Liability.** INGRAM'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY INGRAM FOR THE GOODS/SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, INGRAM WILL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Changes.** Ingram may make changes to the Order at any time by providing notice to Supplier. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under the Order, the parties must agree upon an equitable to the contract price or delivery schedule, or both, and the Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with Ingram as to any claimed adjustment, will excuse Supplier from proceeding with the Order as changed. If Supplier considers that the conduct of any of Ingram's employees has constituted a change under the Order, Supplier shall immediately notify Ingram's Procurement Department, in writing, as to the nature of the change and any proposed adjustment, which will then be subject to this Section.

11. **Compliance with Laws.** Supplier shall perform all obligations hereunder in compliance with and all Goods/Services supplied hereunder have been generated or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations.

12. **Work on Ingram's Premises.** If Supplier's performance under the Order requires Supplier to be on the premises of an Ingram facility, Supplier shall take all necessary precautions to prevent injury to persons or damage to property, including following any safety or security rules, procedures, or other requirements of Ingram.

13. **Insurance.** Supplier shall maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance

with limits as reasonably required by Ingram, as well as appropriate Workers' Compensation insurance to protect Supplier from all claims under any applicable workers' compensation and occupational disease acts. Supplier shall cause all of the foregoing policies to include a waiver of subrogation against Ingram and (except for Workers' Compensation) to include Ingram as an additional insured. At Ingram's request, Supplier shall furnish to Ingram a Certificate of Insurance certifying that the required insurance coverage is in effect and will not be canceled or materially changed until ten days after prior written notice has been delivered to the Ingram.

14. **Termination.** Ingram may terminate all or any part of the Order for convenience at any time upon written notice to Supplier. Upon such termination, Ingram's liability will be limited to the value of the Goods/Services actually received and accepted by Ingram as of the date Ingram provides notice of the termination. The parties agree that the Order will terminate automatically, without notice, if Supplier becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors.

15. **Miscellaneous.**

- a. **No Assignment.** Shipper's attempt to assign the Order or any interest in it or any payment due or to become due under it, without the written consent of Ingram, will be deemed void. An assignment will be deemed to include not only a transfer of the Order or such interest or payment to another party but also a change in control of Supplier, whether by transfer of stock or assets, merger, consolidation, or otherwise.
- b. **Transportation.** Unless otherwise specifically provided on the front of the Order all prices are for Goods/Services offered by Supplier are F.O.B. Destination, and title and risk of loss will not pass to Ingram until delivery of the Goods/Services to the location designated on the face of the Order and until full acceptance by Ingram. If Ingram rejects the Goods/Services pursuant to these Terms, receives a non-conforming tender, or, revokes its acceptance, risk of loss and title will be deemed to have remained with Supplier. The sole responsibility for freight-damaged merchandise will be assumed by Supplier. No charges for unauthorized transportation will be allowed; Shipper shall fully prepay for any unauthorized shipment that will result in excess transportation charges.
- c. **Supplier's Inventory.** Ingram will have no obligation to request quotations or place Orders with Supplier, both of which will be in Ingram's sole discretion. Ingram acting in its sole discretion will determine the actual quantity of Goods/Services to be purchased. The quantity of Goods/Services, if any, specified in forecasts supplied by Ingram from time to time, or otherwise, is an estimate only. Supplier bears sole responsibility for managing Supplier's raw material, work in process, and inventory, and Ingram will have no liability with respect thereto.
- d. **Force Majeure.** Neither party will be deemed to be in breach of the Terms for failure to perform (excluding failure to make payments and to indemnify and insure as required by these Terms) if such failure arises from a cause not reasonably within the control of such party, provided that 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" will include 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 will 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 utilizing 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 will be solely within the discretion of that party.

- e. Remedies. Each of the rights and remedies reserved to Ingram in the Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Ingram in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Ingram shall be deemed to be a waiver of any such right or remedy.
- f. Publicity. Supplier will not use Ingram's name or logo in publicity, advertising, or similar activity, except with Ingram's prior written consent. Supplier will not disclose the existence of the Order or any of its respective terms to any third party without Ingram's prior written consent.
- g. Governing Law. To the extent not preempted by Federal law, these Terms are governed by and construed in all respects in accordance with the laws of the State of Tennessee, without regard to its conflict of laws statutes or precedent. The parties hereby irrevocably consent and voluntarily submit to the exclusive jurisdiction and venue in the state and Federal courts located in the Middle District of Tennessee, and agree that all claims raised in such proceedings will be heard and determined in such court.
- h. Survival. Supplier's obligations under Sections 6, 7, 8, 9, 11, and 15 (e), (g), (h), (i), (k), and (m) will survive any termination of the Order.
- i. Waiver; Amendment. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of these Terms. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy. These Terms cannot be amended without a written agreement signed by both parties.
- j. Notices. The parties shall cause all notices, consents, waivers and other communications required or permitted to be given pursuant to the Order, to be in writing and will be deemed to have been delivered either (i) on the delivery date (if personally delivered), or if delivered by confirmed facsimile or e-mail, (ii) one business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. Supplier shall send all notices to Ingram at: Ingram Barge Company, 4400 Harding Pike, Nashville, Tennessee, 37205, to the attention of the Procurement Department, and to Supplier at its address as set forth in the Order, or at such other address as either party may designate in writing to the other party.
- k. Modification. If any provision of these Terms, 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 these Terms 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.
- l. Section Titles. The section titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of the Order.
- m. Entire Agreement. Provided that there is no written agreement, duly executed by both parties, applying to the transaction, the Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.