STANDARD TOWING TERMS

These Standard Towing Terms (the "Standard Terms") are applicable to towing or any related services (collectively the "Services[1]") provided by Ingram Barge Company LLC (including any of its affiliates (including Houston Fleeting Services LLC), Vessels and employees, collectively "Ingram") to any person or entity utilizing such Services—whether the owner of the cargo, the barge, or another party who arranges transport of either (individually and collectively the "Customer")—to transport Customer's barges or other Vessels (individually and collectively the "Vessel"). These Standard Terms apply to and supplement any verbal agreement, e-mail, facsimile confirmation, booking note, detailed charter, or other agreement (any of the foregoing are the "Commercial Terms") between Ingram and Customer calling for the Services, (the Commercial Terms in conjunction with these Standard Terms, will be the "Agreement"). To the extent there is any conflict between the Commercial Terms and the Standard Terms these Standard Terms will supersede and govern unless each conflicting provision in the Commercial Terms includes the exact following phrase: "The parties specifically intend for the following term to supersede any conflicting term(s) in the Standard Terms."

1. **Term:** These Standard Terms become effective when posted on Ingram's website at: ***www.ingrambarge.com/standardtowingterms.pdf*,** or when incorporated by reference into an Agreement, and remain in effect until supplemented or replaced by a future revision issued by Ingram. Ingram may also incorporate these Standard Terms into an Agreement by attachment to a rate sheet, reference in a booking note, email, or other form of written confirmation for Services. Regardless of whether Customer signs or otherwise sends an indication of the Agreement, Customer's tendering of any Vessel to Ingram for Services will be deemed Customer's unqualified agreement to all Agreement terms.

2. **Rates:** Ingram may, in its sole discretion, issue (or supplement once issued) a schedule of standard rates for various Services, or, quote specific rates to a Customer for a particular Service (the "Rates"). All Rates provided by Ingram to Customer for the towing of a Vessel are based on the Customer-provided statement that the Vessel being towed is no longer than 200 feet and no wider than 35 feet. Unless the Vessel's dimensions are specifically and accurately identified to Ingram in the Commercial Terms, should the dimensions of any Vessel tendered for Services exceed 200 feet in length, 35 feet in width, or both, Ingram may refuse to accept custody of such Vessel, with all resulting costs to fleet, shift, transport (or any combination thereof) the Vessel being for Customer's sole account.

3. **Maximum Draft; Air Draft:** Customer shall not tender a Vessel that has a water draft exceeding the maximum allowable water draft set by Ingram and Customer shall strictly adhere to Ingram's instructions regarding the height of load, the tonnage of the cargo, the draft of the Vessel, and such other instructions as Ingram may in its sole discretion deem necessary for safe transportation. Notwithstanding anything herein to the contrary, Customer shall provide complete and precise air draft measurements for any Vessel tendered for Services that exceed13 feet in height above the waterline anywhere on the Vessel. Customer states that any air draft (or other Vessel height) measurement provided by it or its agents or representatives is true, accurate, independently verified, and can be used by Ingram to plan safe river transit and clearance of overhead obstructions.

[1] "Services" as used in these Standard Terms will be deemed to include the definition of any defined term "Services" in any agreement between the parties that incorporates by reference these Standard Terms.

4. **Billing:** Ingram will invoice for the total amount of all Services requested once the Vessel has been delivered to its point of destination. Unless otherwise stated in the Commercial Terms, and subject to Ingram's Credit Manager Approval and Section 24 below, Customer shall pay all invoices within 30 days of receipt of the invoice with interest accruing at the lesser of (i) 2.0% per month, or (ii) the highest rate permitted under applicable law on any balances past due more than 30 days. Ingram's Credit Manager has complete discretion as to whether or not credit is to be extended to Customer, the amount of credit to be granted to Customer, and the payment due date from the Customer, and the form of payment. Customer is to comply with all reasonable requests for financial information by Ingram's Credit Manager in order to establish Customer's credit. Ingram's Credit Manager may change or cancel the extension and amount of credit and the payment due date or the form of the payment at the Credit Manager's sole discretion and at any time. Customer shall pay any attorneys' fees, litigation costs and reasonable expenses incurred by Ingram during collection efforts for past due invoices. In the event that additional Services were performed that are not reflected on the initial invoice, or if the designated Vessel is outside of the length, width, or loading characteristics applicable for the rates quoted, then Ingram may issue a supplemental invoice for the additional charges incurred and Customer shall pay it within the applicable amount of time. Any dispute over the amount or computation of an Ingram invoice must be provided in writing within 20 days of receipt of the invoice, or the dispute will be deemed waived. Customer shall pay any undisputed portion of an invoice at the time it tenders its notice of an invoicing dispute.

5. **Transport of Vessels:** Vessels tendered for transport by Customer will be moved at the convenience of Ingram, and either singly or with one or more other craft. Ingram may shift or interchange the tow from one to another towing boat as frequently as it may find it convenient to do so, or to procure towage from any other boat not owned or operated by Ingram. Ingram may also tie off the tow at any point and for any purpose, deviate from its route, and, visit any port in any order—whether or not on said route. Ingram is not bound to transport any Vessel (including any laden cargo) in time for any particular market. If due to operating conditions (including delays at any lock), it is necessary in the judgment of Ingram to delay the movement of the Vessels while in transit, Ingram reserves the right to do so. Ingram makes no representation as to the time that will elapse between departure of the Vessel from origin and arrival of the Vessel at destination; and under no circumstances will Ingram be liable for any loss, damage, or expense incurred by Customer or others by reason of delay. ***INGRAM HEREBY DISCLAIMS ANY APPLICABLE IMPLIED WARRANTY OF WORKMANLIKE PERFORMANCE.***

6. **Special Charges:** Unless specifically stated in the Agreement, the Rates do not include any required assist tugs (unless resulting from mechanical breakdown or failure of Ingram's boat), port charges, pilotage fees, ballasting, pumping, salvage or repair charges related to a Customer's Vessel, demurrage charges for holding up beyond allowed limits at origin or destination, any other special or third party changes, or for diverting or holding up en route due to amended instructions from a Customer or problems with Customer's Vessel(s). Any charge not specifically included in the Rates (including Ingram's fuel and lube cost) is for Customer's account, and Customer shall cause all third-party charges to be directly billed to Customer.

7. **Tracking, Reporting and Contact Personnel:** If Customer desires to receive tracking information or other similar reports, it may request this access at the time the order for the Services is placed and provide Ingram the designated facsimile or e-mail address in writing. Customer shall also designate a contact person and 24-hour telephone access information for an individual with authority to provide handling instructions should a problem develop with the Vessel tendered for transport. Unless Customer is provided written instruction from Ingram to the contrary, or an acknowledged

emergency exists, Customer shall not contact or communicate with Ingram's boat captains or pilots. When tracking is properly requested, pickup, drop off and daily positions will be provided to Customer once daily, at or before 0700 via facsimile, e-mail or by telephone to the designated contact individual.

8. **Special Cargoes:** Absent Ingram's express written consent to the contrary, and subject to separate rate quotations, Ingram will not accept for transport any Vessel containing the following cargoes: radioactive materials, liquid or gas chlorine, liquefied petroleum gas, biological or hazardous waste materials, ammunitions or explosive devices, and/or other similar cargoes.

9. **Taxes:** Ingram is responsible only for taxes that are directly related to the operation of its towing boat(s). All other taxes, fees and charges related to the Services are the sole responsibility of the Customer, including any sales and use tax arising due to the Vessel or its cargo, customs charges, tariffs or import fees applicable to the Vessel or its cargo, or any other expenses, charges or fees that are not directly related to the operation of Ingram's towing boat(s). Without prior approval from Customer, Ingram will automatically add to the Rate(s) any new or increased federal, state, or local taxes (except net income taxes) that are paid by Ingram related to the Services, including any user charge, tax, or wharfage, port, harbor, or dockage fee related to the use of the inland waterway system, or upon fuel used in performing such services.

10. **Cargo Clearance and Homeland Security Compliance:** Customer shall prepare all manifest, cargo documentation, import documents or any other materials required by the Department of Homeland Security, the United States Coast Guard, or any other state or federal agency in order to transport Customer's Vessel(s) or its cargo, or for entrance into any point of origin designated by the Customer. Customer is solely responsible for accurate descriptions, documentation and advanced compliance with any such requirements. Customer shall ensure that any representatives, port captains, surveyors, super cargoes, or vendors that are acting on behalf of Customer have the proper identification.

11. **Standby and Demurrage:** Customer shall cause Vessels it tenders for Services to be delivered to Ingram's boat at the time and location specified in the Agreement, and Customer shall have arranged in advance the necessary fleet and shift boat services to place the Vessel in Ingram's tow upon its arrival at the point of origin. If the Vessel is not available within two hours for delivery to Ingram's boat in respect of the time and location specified in the Agreement, Customer may request that Ingram standby at the rate of $250.00 per hour. After 6 hours of standby, Ingram may depart from the point of origin and cancel the Services; Customer shall pay Ingram for any accrued standby fees through the time Ingram cancels the Services.

At the point of destination, Customer shall make advance arrangements for fleet and shift tugs if required for placement of the Vessel. Customer will have two hours of free standby time to accept delivery of its Vessel with time in excess of two hours charged at the demurrage rate of $250.00 per hour. After 6 hours of standby at the point of destination, Ingram may, in its sole discretion, make constructive delivery at whatever berth is convenient, either at or in the vicinity of the point of destination, or any other fleet, terminal, dock or location available to Ingram on its return route, at or along the way of any subsequent voyage, or at the point of origin; Customer shall pay Ingram any accrued demurrage due in standby and all additional charges incurred in connection with the constructive delivery will be for the sole account of the Customer. In the event of constructive delivery under this provision, customer shall protect, defend, indemnify, insure and waive subrogation for Ingram and against any loss, liability or expense incurred by customer, or its Vessel or its cargo as a result of said actions, regardless of the sole, partial or concurrent negligence of Ingram, its boat or its crew.

12. **Lock Delays:** If, after the Vessel is delivered to Ingram's boat at the point of origin and before the Vessel is dropped at the point of destination, the Vessel encounters delays at any lock and dam structure, Ingram will automatically apply a lock delay charge for each affected Vessel equal to the then-current 'Lock Surcharge Rates' posted on Ingram's website found at www.ingrambarge.com/documents.php under the 'Operational Fees' section. Ingram may revise such posted rates periodically in its sole discretion. Each affected Vessel will receive 3 hours of free lock time for each lock and dam structure during the voyage. Following the expiration of the 3 hours of free lock time at any lock and dam structure, the lock delay charge will automatically begin to accrue for each affected Vessel and will be deemed earned by Ingram. The accrual of the lock delay charges will cease when the Tow containing Customer's Vessel departs the lock chamber. Free lock time: (i) begins when the Vessel arrives in the vicinity of the lock and dam structure and the boat master has notified the lock master that the boat is ready to lock through; and (ii) is separate and distinct from other Free Time allowed in this Agreement. Unused free lock time at any lock and dam structure does not aggregate or carry-over to another lock and dam structure or to another voyage. Subject to the "Billing" Section above, Ingram shall invoice Customer for such lock delay charge(s) following the Vessel's arrival at destination.

13. **Condition of Tendered Vessels:** Customer shall cause all Vessels tendered for Services to be tight, staunch, strong, and seaworthy, and in all respects reasonably fit for the intended voyage (or other purposes) and ordinary physical stress incurred in the process of fleeting, shifting, making up to tow, maneuvering through locks, steerage, and reasonably anticipated inclement weather. Customer shall ensure that the Vessel(s) are properly documented, and licensed for their trade, cargo carriage, and use. The foregoing notwithstanding, Ingram's acceptance of any Vessel for Services is not a bailment (and Customer hereby waives any claim against Ingram premised upon bailment law); Customer shall cause any claim of damage permitted under these terms to be solely based upon the proof of fault or neglect on behalf of Ingram, its boat, or crew. Customer shall not tender any single skin (sides or bottoms) liquids Vessels for Services. Ingram reserves the right to reject any Vessel which is deemed to be unseaworthy based on a customary visual inspection of same by Ingram's crew; Ingram's acceptance for towage of any Vessel hereunder does not, however, constitute an acknowledgment of that Vessel's seaworthiness, nor does it waive Ingram's right to claim that Customer breached its obligation to tender a suitable, seaworthy Vessel for the Services.

14. **Compliance with Laws:** Ingram and Customer each shall ensure that their respective Vessels affected by these Standard Terms comply with all Federal, State, and local laws and regulations. Customer shall file a Notice of Intent ("NOI") with the Environmental Protection Agency ("EPA") to cover the Vessels under the Vessel General Permit ("VGP") issued by the EPA. Customer shall remain the owner/operator of the Vessel for VGP purposes, and shall provide to Ingram detailed instructions for Vessel inspection and other actions necessary to maintain VGP compliance.

15. **Cargo:** Customer, for itself, and any of its underwriters, consignee(s) and assigns of consignee(s) of any cargo transported pursuant to these Standard Terms, hereby waives any cargo damage claim against Ingram of any nature—excepting only those cargo damage claims that are directly and solely derived from Ingram's negligence or Ingram's fault resulting in physical damage to the Customer's Vessel arising from an incident for which Ingram is liable under these Standard Terms. The foregoing waiver notwithstanding, Ingram will always have the benefit of any package limitations designated in a contract of carriage, slot, time or sub-charter agreement, or via terms of a bill of lading (or otherwise available pursuant to general maritime or state law).

16. **Tank Barges.** Unless otherwise agreed to in writing at the time Services are booked, the Services

do not include licensed tankermen as part of the crew complement on any boat utilized. Accordingly, Customer is solely responsible for and shall ensure that valve and manifold settings, hatch closures, and overall preparation of any tank Vessel(s) tendered for towage are such that the cargo will be safely contained while en route.

17. **Spill Mitigation Responsibility:** When an escape or discharge of oil or any polluting substance occurs from or is caused by Customer's Vessel, which results in or threatens to cause pollution damage (without regard to whether the discharge was caused by a negligent act or omission by Ingram or its Vessel), Customer, upon becoming aware of the situation, shall promptly take whatever reasonable measures are necessary to prevent or mitigate the damage in accordance with all applicable law and regulation. Customer hereby authorizes Ingram, upon notice to Customer, to undertake measures as are reasonably necessary to prevent or mitigate pollution damage, unless Customer promptly undertakes the same; for avoidance of doubt, Ingram is not, however, required to step in on Customer's behalf. Customer shall keep Ingram advised of the nature and results of any remediation or mitigation measure(s) taken (or to be taken) by Customer or its spill remediation contractor(s). Any of the aforementioned measures actually taken by Ingram shall be deemed taken on Customer's authority and shall be at Customer's expense (except to the extent the spill was caused by Ingram or its agents or employees), and upon Ingram's demand, Customer will provide prompt reimbursement for the costs of measures taken pursuant to this Section.

18. **Crew Size:** All Ingram line boats will have a minimum crew consisting of two licensed wheelmen, one of which will be qualified to act as master of the boat, and two deckhands.

19. **Insurance, Indemnity, and Limitation of Liability:**

a. **Insurance.**

i. **Ingram's Obligation:** In connection with all towage undertaken pursuant to these Standard Terms, and for any boat(s) provided by Ingram, Ingram shall maintain Protection and Indemnity insurance covering tower's liability on SP-23 or equivalent terms, and pollution coverage on terms equivalent to that provided by WQIS, with minimum limits of $100,000,000.00 in any combination of primary and excess coverage, together with hull insurance for the agreed value of its boat(s), all for the purpose of insuring Ingram's liabilities which arise from its operations.

ii. **Customer's Obligation:** Customer shall maintain marine general liability insurance covering all losses, liabilities, or both related to the Services with minimum limits of $10,000,000.00, including those for cargos and/or equipment. Customer shall ensure that all such insurance provides that the Ingram Indemnified Parties are named as additional insureds, with a full waiver of subrogation in favor of the Ingram Indemnified Parties, and that such insurance is primary to any policies held by the Ingram Indemnified Parties, with a right of ten days' advance notice of policy cancellation for non-payment of premiums, and 30 days' advance notice for all other reasons for cancellation.

b. **Indemnity.**

i. Customer shall defend, indemnify and hold Ingram, its affiliates, subsidiaries, each of its and their directors, officers, employees, and contractors (except for Customer) and subcontractors at any tier (individually and collectively, the "Ingram Indemnified Parties") harmless against any actual or claimed losses, liabilities, injuries, costs, damages, and expenses (including reasonable

attorneys' fees) (collectively "Losses") arising out of or related to Customer's breach of the Agreement, or the negligence, gross negligence, intentional misconduct, or any other form of Customer's fault, except to the extent caused by the negligence, gross negligence, intentional misconduct or other fault of Ingram.

ii. Ingram shall defend, indemnify and hold Customer, its Vessels, affiliates, subsidiaries, each of its and their directors, officers, employees, contractors (except for Ingram) and subcontractors at any tier (individually and collectively the "Customer Indemnified Parties") harmless against any Losses arising out of or related to Ingram's breach of the Agreement, or the negligence, gross negligence, intentional misconduct, or any other form of Ingram's fault, except to the extent caused by the negligence, gross negligence, intentional misconduct or other fault of Customer.

iii. Customer shall further defend, indemnify, and hold the Ingram Indemnified Parties harmless against any claim (A) for damage to cargo or Vessel if written notice of such is not provided to Ingram within 48 hours of either actual or constructive delivery of the Vessel(s) at the destination, (B) in which an opportunity for joint survey was not provided in advance of repair, disposal or remediation of the damaged property, or (C) any combination of (A) and (B). The parties agree that the indemnity obligation(s) in this Section arise from events occurring after the completion of any Services.

iv. In addition to its obligations in b(i) and (iii) Customer shall defend, indemnify and hold the Ingram Indemnified Parties harmless against any Losses arising from or related to any injury, illness and/or death of any employees of any Customer Indemnified Party while aboard Ingram Vessels or while on any other Ingram property during the performance of the Services, regardless of cause, including the sole, joint, or concurrent negligence or fault (whether active or passive), any tort, any strict liability, or any other theory of liability which may be available against any Ingram Indemnified Parties, but specifically excluding Losses arising from the gross negligence or intentional misconduct of any Ingram Indemnified Parties. Any such Losses will be deemed to arise outside the scope of the towing Services for all defense, indemnification and hold harmless purposes.

v. In all matters whereby a party assumes its duty to defend ("Indemnifying Party"), then the Indemnifying Party's legal counsel that is defending the claim, action, suit, or proceeding must be reasonably satisfactory to the other party (the "Indemnified Party"), and the Indemnified Party may actively participate in the defense thereof. If, however, the Indemnified Party reasonably determines that representation of both the Indemnified Party and Indemnifying Party by the Indemnifying Party's legal counsel would present a conflict of interest, then the Indemnified Party may employ separate legal counsel to represent it in such claim, action, suit, or proceeding, and the Indemnifying Party shall pay the reasonable costs, attorneys' fees, and disbursements of such separate legal counsel.

vi. Notwithstanding any term in these Standard Terms to the contrary, the aggregate liability of the Ingram Indemnified Parties for Customer Indemnified Parties' individual or collective Losses related to the Services will be deemed irrevocably limited and capped at USD $250,000.00.

20. **Safe Berths; Care, Custody, or Control:** Customer shall arrange for and designate safe berths at origin and destination. Customer shall defend, indemnify, and hold Ingram harmless against any liability, loss, or claim related to (a) events occurring prior to the commencement of Services—while the Vessel is still at the point of origin, (b) after actual or constructive delivery at the destination, (c) at any other time when the Vessel is outside the care, custody, or control of any Ingram Indemnified

Parties, or (d) any combination of (a) through (c); such obligations of Customer will not abate, regardless of any claimed fault of Ingram. The parties agree that Customer's defense, indemnity, and hold harmless obligation(s) in this Section arise from events occurring prior to the start of or after the completion of any Services.

21. **Lien:** Ingram will have a lien upon the Vessel—including all cargo and equipment carried aboard that Vessel—for any amount arising out of the Agreement, or upon any breach or repudiation (anticipatory or otherwise) hereof, which lien will survive the delivery of the Vessel and cargo.

22. **Both to Blame Collision:** If any Ingram boat working under these Standard Terms collides with another Vessel as a result of mutual negligence or fault of the other Vessel and Ingram's own crew, Ingram will only be responsible for its own pro rata share of fault and that any other recovery due to Customer will be made from the offending Vessel based upon its proportion of fault; Customer shall not seek (and shall not allow others to seek on its behalf) to recover from Ingram more than Ingram's pro rata share of fault by holding Ingram jointly and severally liable with the offending Vessel. Ingram is entitled to the same remedies for damages resulting from joint fault in connection with other contractors, platforms, terminal operations, or any combination thereof.

23. **Changes in Operation:** In the event Ingram's operating costs specifically related to the equipment, facilities, supplies, or services to be used or provided by Ingram are increased due to any law (including, but not limited to, any changes to then-current securities rules and regulations or then-current requirements related to maritime security), rule, ordinance, regulation, restriction, closure, directive, order, notice, advisory or interpretation, hereafter promulgated by any Federal, state, or local authority, or any agency or division thereof, or any industry group advisory thereto, or any court, which is generally applicable to all Vessel towers similarly situated, and such increased costs are not reimbursed to Ingram under any other provision of these Standard Terms or under any provision of its agreement with Customer, then Customer shall reimburse Ingram monthly, following receipt of billing for the entire amount of such increase in operating costs that is fairly attributable to the services performed for Customer by Ingram.

24. **Force Majeure:** Performance under this Agreement by Ingram will be excused to the extent such performance is prevented by a Force Majeure event. The term "Force Majeure" includes (without limitation) acts of God or the elements, acts of a public enemy, insurrections, riots, strikes, labor disputes, disease, epidemics, 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 Ingram. Such excuse from performance shall continue until the Force Majeure ceases to exist. Ingram shall make commercially reasonable efforts to eliminate or resolve the Force Majeure condition, but the settlement of any strike or other labor dispute will be solely within the discretion of Ingram.

25. **Default & Termination:** A breach by either party of any of the material terms contained in the Agreement, or a failure by Customer to tender any Vessel(s) required by the Agreement constitutes an "Event of Default." Upon the occurrence of an Event of Default, the non-breaching party may terminate the agreement immediately ("Termination for Cause") upon providing written notice to the breaching party. If a Termination for Cause occurs, Ingram shall deliver the Vessel to the nearest fleeting area, with all such costs of transport, shifting, and fleeting being for Customer's account. All amounts, charges, fees, or any combination of the foregoing that have accrued through the time of the Termination for Cause will become immediately due and payable to Ingram. Subject to Termination for Cause, the Agreement will terminate upon the expiration of the stated term or upon the completion of the Services;

termination will not relieve Customer from any accrued payment, defense, indemnity/hold harmless, or insurance obligations.

26. **Additional Termination Rights:** Either party, if the requirements of this Section are met ("Entitled Party") may suspend, terminate, or both the Agreement by giving written notice to the other party of its intent to terminate, if the other party:

a. becomes insolvent;

b. makes a general assignment or arrangement or composition with or for the benefit of its creditors, or has a liquidator, receiver, administrator, manager or similar officer appointed over all or a substantial part of its undertaking or assets or generally becomes unable to pay its debts as they fall due;

c. institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding, action or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not withdrawn, dismissed, discharged, stayed or restrained within 14 days of the institution or presentation of that proceeding, action or petition (provided that such period shall be extended to within 90 days of the institution or presentation of that proceeding, action or petition if such Party (a) had good grounds to obtain such a discharge, (b) has provided evidence to the Entitled Party within fourteen (14) days of becoming aware of such proceeding or petition that it has such good grounds and such grounds are satisfactory to the Entitled Party (acting reasonably) and (c) is taking all necessary steps to obtain such discharge); or,

d. consolidates or merges with or into, or transfers all or substantially all of its assets to another entity, or reorganizes, incorporates, reincorporates or reconstitutes into or as another entity, or another entity transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as the other party.

If either party is entitled to suspend or terminate the Agreement in accordance with this Section and such event is continuing, the Entitled Party may, by giving written notice to the other party, suspend or terminate the Agreement as of the date of such notice. Any termination of the Agreement by the Entitled Party pursuant to this Section will be without prejudice to any other rights or remedies the Entitled Party may be entitled to hereunder or at law and will not affect any accrued rights or liabilities of the Entitled Party nor the coming into or continuance in force of any provision hereof, which is expressly or by implication intended to come into or continue in force on or after such termination.

27. **Notice:** Any notice required hereunder to be sent to Ingram is fully given if in writing and sent by either registered or certified mail, postage prepaid, or sent via e-mail addressed to Ingram at the addresses stated below, or such other address that Ingram may designate in writing:

To Ingram: Ingram Barge Company LLC
4400 Harding Pike
Nashville, TN 37205 LegalDept@IngramBarge.com

To Customer: Any mailing address or email address provided in the agreement.

Any notice required hereunder is fully given if in writing and sent by any form of USPS mail with delivery confirmation, overnight courier with delivery confirmation, or sent via e-mail at the addresses stated above or in the Agreement. Any notice sent via e-mail is effective upon the recipient's receipt of the e-mail. For purposes of these Standard Terms, "receipt" of an email means opening, reading, forwarding, replying, deleting, ignoring (whether intentional or unintentional), or sending a read receipt in response to the email. A party will be presumed to have received an email if the sender does not receive an automatic message from its own or the intended recipient's email system advising that the message failed to send/transmit. Any other form of notice is effective upon receipt or by refusal of the recipient at the applicable address for notice provided herein.

28. **Assignment and Subcontracting:** Customer shall not assign or subcontract its rights or obligations or delegate any performance under the Agreement, either voluntarily or involuntarily, without the prior written consent of Ingram which shall not be unreasonably withheld. Any such attempted assignment by Customer will be deemed null and void.

29. **Amendment:** The Agreement may only be modified as evidenced in writing and signed by both Parties.

30. **Entire Agreement; Merger; Order of Precedence:** These Standard Terms (in conjunction with any other writing or verbal agreement under which these have been incorporated by reference) supersede all prior verbal or written agreements, if any, which are merged into this agreement, between the parties, and constitutes the entire agreement between the parties.

31. **Modification:** If any provision of the Agreement, including these Standard 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 the agreement and these Standard 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.

32. **Venue and Applicable Law:** In the event of any dispute between Ingram and Customer, both Parties irrevocably submit to the exclusive jurisdiction and venue of the United States District Court for the Middle District of Tennessee, and for submission of the claim for bench trial without jury, and the application of the General Maritime Law. To the extent any state law may be applicable, the Parties agree to the application of the laws of Tennessee without application of its conflict of law principles.

33. **Headings:** Headings are for convenience only and do not affect the interpretation of these Standard Terms.

34. **Authority to Enter Agreement:** Each party hereby represents and warrants to the other party as follows: (a) such party, through the representative signing the Agreement, has the requisite authority to enter into and perform the obligations of the Agreement; (b) the Agreement constitutes the legally binding obligation of each party; and (c) either party's signing and performance under the Agreement will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

35. **Survival:** Any terms of the Agreement that by their nature extend beyond the Agreement's termination, cancellation or expiration, remain in effect until fulfilled and apply to respective successors and permitted assignees. For avoidance of doubt and not to limit in any way the parties' respective other potential surviving obligations, the obligations found in Section 18 shall survive any termination of the Agreement such that a party's insurance and defense/indemnity obligations for any triggering event occurring during the term of the Agreement will extend beyond the termination of the Agreement.

36. **No Third-Party Beneficiaries:** Nothing in these Standard Terms, express or implied, is intended or shall confer upon any third party any benefits, rights, or remedies.

37. **Acceptance and Conflicting Terms:** Whether or not Customer signs the Agreement, Customer's tendering a Vessel for Ingram's Services will be deemed to constitute full acceptance of the Agreement. If the Commercial Terms (if prepared by Customer) or any other document or communication Customer sends to Ingram related to the Services includes: (i) additional proposed terms, (ii) language stating that Customer's terms supersede and govern for any reason, or (iii) any combination of (i) and (ii), any such additional terms described in (i) – (iii) will be deemed material alterations of these Standard Terms. Ingram does not assent to any such alterations to these Standard Terms absent an express statement to that effect in writing to Customer, and this term will be deemed sufficient notice of Ingram's objection to such additional terms under applicable law. Unless otherwise specifically assented to in writing by Ingram, the terms found in the Agreement are the entirety of the terms governing the relationship between Ingram and Customer; Customer's acceptance of these Standard Terms through the Agreement is not (and will not be deemed) conditioned on Ingram's acceptance of any material alterations to these Standard Terms proposed by Customer—any such alterations will be deemed errant, void, and unenforceable against Ingram without further notice.

38. **Interpretation:** In entering into the agreement between Customer and Ingram, both Parties have had a full and fair opportunity to negotiate at arm's length and to have legal counsel of respective choice review the terms and conditions herein. Accordingly, the Customer and Ingram hereby waive any argument or claim based on one or the other being considered the draftsman of these Standard Terms.

39. **COVID-19**. Both Ingram and Customer acknowledge the epidemic/pandemic of COVID 19 is no longer a federal public health emergency or national health crisis. Nevertheless, both parties acknowledge the continued effects of COVID 19 on the river industry present a challenging and evolving work environment. Ingram agrees to take reasonable actions to prevent, mitigate, and overcome the effects of COVID 19, which may include but are not limited to contamination, scarcity of labor, supply chain failures, quarantine, or orders or recommendations of local, state, and federal government ("COVID 19 Effects"), on performance of the Services. Ingram will not be responsible or liable to the Customer for delay or nonperformance of the Services if such delay or nonperformance is caused by COVID 19 Effects not preventable through Ingram's exercise of reasonable diligence, provided Ingram gives written notice of such condition to the Customer within a reasonable period of time after commencement of the specific COVID 19 Effect causing the delay or nonperformance.

The foregoing Standard Terms remain in full force and effect until rescinded or modified by Ingram.