PURCHASE TERMS AND CONDITIONS

These Purchase Terms and Conditions ("Standard Terms") are between Custom Fuel Services LLC ("CFS") and the customer identified on CFS' midstream fuel service ticket ("Customer") and govern each of Customer's ordering and purchases (collectively "Order"), CFS' sale and transfer of marine fuel, lubricants, and/or other goods to or on behalf of Customer ("Delivery"), and any related services (including but not limited to slop removal) provided by CFS (collectively "Services")—unless the Orders, Delivery, or Services are covered under a separate written agreement that explicitly disclaims these Standard Terms signed by both parties. These Standard Terms are effective as of the date first posted on CFS' website and are subject to future update in CFS' sole discretion without prior notice. Accordingly, the parties hereby agree as follows:

1. **Price.** The price(s) quoted for Delivery or Services (or both) to Customer (the "Price Quote") is/are firm if Delivery or Services occur within five days of the date and time agreed in the original Order; if Delivery or Services will not occur within five days of the date and time agreed in the Order, CFS may, at its sole discretion, cancel the original Price Quote and issue a new quote. The price(s) include Delivery F.O.B. Ex Tank from the specified CFS equipment, and include taxes and any other charges relating to Delivery. The price(s) exclude any applicable duties and sales tax, which, if incurred, are for Customer's account. If there are increases in taxes and/or any other charges relating to the Delivery or the Services (or both), the prices quoted will be increased accordingly.

2. **Notice; Cancellation Fee.** Customer shall provide notice to CFS at least 72 hours in advance of the Delivery, which includes the marine fuel and/or lubricant type and quantity requested. Customer shall update its notice to CFS no less than 48 hours prior to the Delivery, confirming requested marine fuel and/or lubricant type, amount, and Delivery time. Unless otherwise agreed in writing, if Customer fails to provide these required 72-hour and 48-hour notices to CFS, CFS will have no obligation to meet the requested quantity or Delivery time and location. If Customer provides the required 72-hour and 48-hour notices but then subsequently cancels the Order, Customer will be liable to CFS for all direct, indirect, and consequential losses incurred by CFS resulting from Customer's cancellation, including (without limitation): (a) any charges and expenses levied on CFS by a third party, (b) any difference in price between the sales price and the market price at the delivery location; (c) losses, costs, and damages associated with the cancellation, (d) costs of selling any undelivered marine fuels and/or lubricants, (e) additional operational expenses such as pump-back fees, inspection charges, and storage, and (f) demurrage. Customer shall pay all amounts in (a) through (f) immediately upon demand. Any notice to CFS required under these Standard Terms is effective if given in writing and sent by either registered or certified mail, postage prepaid, or sent via email addressed to the address stated below:

    Custom Fuel Services LLC
    Attn: Legal Department
    4400 Harding Pike
    Nashville, TN 37205
    CFS.inquiry@customfuel.com

    With copy to: LegalDept@ingrambarge.com

    Any notice sent via email will be considered effective upon the recipient's receipt of the email. 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. Any other form of notice is effective upon receipt or by refusal of the recipient at the applicable address for notice provided herein. Demands, notices, and other communications may also be transmitted by facsimile if a hard copy of such transmittal is deposited with a reputable commercial courier or express service for overnight delivery at the applicable address for notices within one business day following such transmittal. Any demand, notice, or other communication so transmitted is duly given upon receipt by the sender of an electronic answer-back.

3. **Quantity. The quantity sold will be as agreed between Customer and CFS. Notwithstanding acceptance of Customer's Order, CFS's obligation to supply such quantities will be subject to availability of marine fuel, lubricant, and/or other miscellaneous products from CFS's source of supply at the time and place Delivery is requested. Actual quantity of fuel and lubricant Delivered may vary in accordance with an**

operational tolerance of +/- 5% in CFS's option. CFS's measurements, as noted on CFS's midstream fuel service ticket, will be deemed conclusive as to the quantity of marine fuel and lubricant delivered to Customer. Customer, however, may be represented at the measuring. If Customer believes CFS has short-delivered, Customer shall immediately notify CFS' representative upon Delivery, document the alleged shortage on CFS's midstream fuel service ticket; otherwise, Customer will be deemed to release and waive any claims, damages, losses, expenses (including but not limited to attorneys' fees and costs), fines, and penalties ("Claims") against CFS Group (as that term is defined in Section 4(b)) pertaining to Delivery shortage. If CFS agrees with the claim of shortage, it will confirm with the Customer within 72 hours of Delivery. Regardless of compliance with this Section, any Claims against CFS Group relating to Delivery shortage are subject to the time bar in Section 13.

4. **Quality**.

a. **Blue Water Fuel Sales.** For any marine fuel sales to ocean-going (*i.e.*, blue water) vessels, CFS shall use due diligence to provide Ultra Low Sulfur Diesel (15 ppm max. sulfur content) that complies with the Marpol Annex VI and ISO 8217 1000 ppm max sulfur content requirement. When a fuel sample is required under Marpol Annex VI, then such sample will be taken by CFS at the CFS barge flange.

b. **Inland River Fuel Sales.** The fuel sold to inland river boats may contain biodiesel at concentrations of up to 5% and/or may be LM500 (500ppm max. sulfur content). Customer agrees that LM500 fuel and/or biodiesel blends may not (a) meet Customer's engine manufacturer(s)' warranty requirements; (b) and/or be approved for or compatible with certain equipment or parts used in bulk storage or handling. Customer shall consult its owner's manuals and/or with its equipment manufacturer(s) to determine the suitability of such marine fuel(s) for all of Customer's use(s). Subject to the foregoing, CFS shall use due diligence to provide marine fuel that meets the product specifications stated in any written agreement between CFS and Customer (or the pre-transfer conference document). Customer acknowledges that the foregoing terms are acceptable and that CFS, its parent and affiliates, its and their contractors and subcontractors, and all of the foregoing's members, officers, directors, employees, and vessels in rem ("CFS Group") are not liable for damages caused by or related to its Delivery of marine fuels containing biodiesel or LM500 to Customer as set forth above, regardless of cause, including (without limitation) the breach of contract, sole or concurrent negligence, unseaworthiness, strict liability, or other legal fault of any individual or entity. Customer shall release, hold harmless, defend, and indemnify CFS Group from any such claim.

c. In the event samples of the marine fuel are taken, they shall be taken at the barge flange or where reasonably practical in a manner chosen by CFS or its representative in accordance with ISO-8217. Any samples drawn from receiving vessel's tank/manifold will not be valid as an indicator of the quality supplied. CFS's samples will be deemed the only authentic, conclusive, binding proof for the parties, to determine the quality of the marine fuels supplied, and the absence of the Customer or the vessel's master or their respective representatives during the sample-taking process will be considered irrelevant to those ends. CFS will retain samples for a maximum of 6 months, unless Customer requests in writing no later than 15 days before the end of the 6-month period from the date the sample is taken that CFS retain the sample for a longer period. Customer shall pay all costs associated with retaining the sample beyond 6 months. Provided Customer sends CFS a written request within 6 months after a sample is taken (or longer if Customer has requested and paid for additional storage), the parties expressly agree that, at Customer's request, CFS will cause one of the commercial samples retained in its custody, to be analyzed by an inspection company specialized in performing analysis of marine fuels, appointed by CFS in its sole discretion. The results of this analysis will be conclusive and binding for both parties. If the results prove the marine fuels to be on specification, the cost of such analysis shall be borne by Customer. If the results prove the marine fuels to be off specification, the cost of such analysis shall be borne by CFS.

d. If Customer knows or should know that marine fuel Delivered pursuant to these Standard Terms was contaminated, off-spec, or otherwise objectionable, then within 48 hours, Customer shall notify CFS in writing at CFS.inquiry@customfuel.com with copy to Legal Department, 4400 Harding Pike, Nashville, TN 37205, and provide CFS with an explanation of the allegation and all documents relating to

Customer's allegation. Customer shall preserve all evidence, including but not limited to samples and test results and provide CFS with an opportunity to jointly test and survey any fuel and any property alleged to have been damaged. Customer's obligations in this Section 4(d) are continuing in nature, and Customer shall provide CFS with all correspondence, samples, test results, surveys, and other documents relating to Customer's allegation until Customer's claim is fully and finally resolved. If Customer fails to comply with these requirements, Customer will be deemed to release and waive any claim against CFS Group arising from or relating to the contaminated, off-spec, or otherwise objectionable fuel. Regardless of compliance with this Section, all Claims against CFS Group relating to contaminated, off-spec, or objectionable quality are subject to the time bar in Section 13.

5. **AS-IS.** ***CFS MAKES NO GUARANTEES, CONDITIONS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS PERFORMANCE OR THE SATISFACTORY QUALITY, MERCHANTABILITY, OR SUITABILITY OF THE MARINE FUEL FOR ANY PARTICULAR PURPOSE, OTHER THAN AS EXPRESSLY SET FORTH IN ANY APPLICABLE TERM CONTRACT.***

6. **Invoicing; Payment; Liens.** Unless different terms have been agreed-upon in writing, CFS shall invoice Customer for Delivery and/or Services to Customer, and Customer shall pay CFS the invoiced charges within 20 days of its receipt of the invoice. Payment shall be made to CFS by ACH wire transfer or by check at the below address. CFS' invoice will be based on CFS' measurements as to the quantity Delivered. CFS will make a good faith effort to include Customer's purchase order number, if applicable, on its invoice; however, regardless of whether CFS includes such purchase order number, Customer shall pay for the quantity Delivered to it within 20 days of its receipt of the invoice. Late payments will be subject to 1.5% per month interest or the highest rate permitted by law if it is less than 1.5%. Customer is liable for and shall indemnify CFS for any quantity Delivered to Customer and rejected in part or in full by Customer's representative. Wire instructions are available upon request.

Ingram Barge Company LLC
P.O. Box 198934
Atlanta, GA 30384-8934

Notwithstanding the above, Customer may be granted credit by CFS's Credit Manager, in which case the monies owed must be paid by Customer within the number of days specified by CFS's Credit Manager. CFS's Credit Manager has complete discretion as to whether credit is extended to Customer, the amount of credit granted, the payment due date, and the form of payment. Customer shall comply with all reasonable requests for financial information by CFS's Credit Manager. CFS's Credit Manager may do any of the following at its sole discretion and at any time: change or cancel the extension and amount of credit; change the payment due date, or, change the form of the payment.

Deliveries of the fuel by CFS are made pursuant to the credit of the Customer and also on the credit of the vessel that will be using the fuel. CFS will have and may assert a lien against such vessel for the amount of the purchase price and cost of Delivery of such fuel to such vessel, and such lien cannot be waived or amended unless by express written consent of the president of CFS. Unless CFS is notified at least 48 hours prior to the Delivery of the fuel, Customer is presumed either (i) to be a person who has authority to procure necessaries for the vessel as provided in 46 U.S.C. § 31341 *et. seq.* or (ii) to have been directed by the vessel, or any party with legal authority to bind the vessel, to hire CFS to Deliver the fuel. Any lien that Customer has or will have against the vessel that arises from Delivery of fuel by CFS is hereby assigned to CFS or will be assigned to CFS by Customer. If CFS in its sole discretion enforces its lien against a vessel due to Customer's failure to pay for a Delivery, then Customer shall indemnify and reimburse CFS for all costs and expenses of such arrest, including but not limited to attorneys' fees, government fees, and *custodia legis* expenses. Notwithstanding the foregoing, to the extent that any representative of the vessel attempts to employ a no lien stamp or takes any other action in an attempt to prevent the creation of a maritime lien at the time of fuel transfer, CFS may immediately suspend the fueling and require that Customer pre-pay before continuing fueling. If Customer refuses to pre-pay for such fueling, CFS may terminate the agreement with Customer without penalty; any delay-related costs or damages incurred by any party resulting from CFS's suspension or termination (or both) of the fuel transfer will be for Customer's sole account.

7. **<u>Force Majeure</u>.** Neither party will be deemed to be in breach of the Standard Terms for failure to perform, excluding failure to make payments and to indemnify as required by these Standard Terms, if such failure arises from a cause not reasonably within the control of such party. The term "Force Majeure" means any cause that is not reasonably within the control of the party whose performance is affected, including but not limited to 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, disease, pandemics, epidemics, or other causes beyond the reasonable control of the party declaring Force Majeure. Such excuse from performance shall continue until the Force Majeure ceases to exist. A party declaring Force Majeure shall make commercially reasonable efforts to eliminate or resolve the condition, recognizing, however, that the settlement of any strike or other labor dispute shall be solely within the discretion of that party.

8. **<u>Safety</u>.** CFS has the right, but not the obligation, to suspend or terminate Delivery and/or Services if CFS determines, in its sole discretion, that an unsafe condition exists, including but not limited to a condition of the receiving vessel, discharging vessel, a third-party vessel, or machinery and equipment of any of the foregoing, the performance of either vessel's personnel, or unfavorable weather, river, seas, or other environmental condition. In no event shall CFS have any liability for its exercise or failure to exercise its right to suspend or terminate Delivery, Services, or any combination thereof, and **Customer hereby waives any claim for damages arising from any such suspension or termination, including but not limited to those damages identified in Paragraph 9, "Limitation of Liability."**

9. **<u>Limitation of Liability</u>. Notwithstanding anything to the contrary contained in these Standard Terms or any other written agreement between the parties, the aggregate liability of CFS Group for Claims arising from or relating to these Standard Terms, including but not limited to Customer's ordering, purchases, or Delivery of marine fuel, lubricants, and/or other miscellaneous products from CFS or CFS's provision of Services to Customer, is limited to ONE HUNDRED THOUSAND DOLLARS ($100,000) (the "Limitation of Liability") and Customer shall release, hold harmless, defend, and indemnify CFS Group from any Claims to the extent they exceed the Limitation of Liability, regardless of cause, including but not limited to the breach of contract, sole or concurrent negligence, unseaworthiness, strict liability, or other legal fault of any individual or entity, *including but not limited to CFS Group*.**

10. **<u>Mutual Waiver of Consequential Damages</u>.** EXCEPT AS EXPRESSLY SET FORTH IN THESE STANDARD TERMS, NEITHER PARTY OR THEIR RESPECTIVE "GROUP" WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR UNFORESEEN DAMAGES, OR FOR LOSS OF ACTUAL OR PROJECTED PROFITS (EXCLUDING THOSE DERIVED FROM THE PRICE QUOTE), ARISING FROM OR RELATED TO THE FAILURE TO PERFORM UNDER THESE STANDARD TERMS. CFS WILL NOT BE LIABLE FOR ANY DEMURRAGE OR OTHER COSTS OR DAMAGES INCURRED BY CUSTOMER RELATED TO CFS'S DELAY IN DELIVERY OR SERVICES (OR BOTH), REGARDLESS OF FORESEEABILITY OR CAUSE, INCLUDING BUT NOT LIMITED TO THE BREACH OF CONTRACT, SOLE OR CONCURRENT NEGLIGENCE, UNSEAWORTHINESS, STRICT LIABILITY, OR OTHER LEGAL FAULT OF ANY INDIVIDUAL OR ENTITY.

11. **<u>No Waiver and Amendments</u>.** 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 Standard 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 Standard Terms cannot be amended without a written agreement signed by both parties, and specifically, any agreement to amend or modify the terms herein must be signed by the chief commercial officer of CFS, and further, no CFS employee, other than the president, has authority to receive notice of or consent to terms other than as provided in these Standard Terms.

12. **<u>Governing Law</u>.** These Standard Terms and any disputes arising from or relating to them are governed by and construed in all respects in accordance with the U.S. general maritime law, and to the extent not inconsistent therewith, by 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, except that CFS shall have the right to assert its lien rights and claims for payment in any court having jurisdiction over the vessel in rem, individual, or entity at issue.

13. **<u>Time Bar</u>. As a condition precedent to any recovery, Customer must file Claims in writing with CFS within the applicable periods specified in Sections 3 & 4(d). Customer shall file any lawsuit arising from or relating to these Standard Terms, including but not limited to Customer's Order, or Delivery, Services, or both from CFS, in accordance with Section 12 within one (1) year of the act or omission giving rise to the lawsuit. Customer hereby releases and waives any Claims or lawsuits that have not been filed and asserted in compliance with Sections 3, 4(d), 12 and this Section.**

14. **Modification.** If any provision of 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 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 within the bounds of validity, legality, and enforceability.

15. **Acceptance; Authorization.** Unless governed by a separate, mutually signed, written agreement, Customer's placement of an order with CFS will be deemed Customer's full acceptance of these Standard Terms. Each party hereby represents and warrants to the other party as follows: (a) such party has the requisite authority to enter into and perform the obligations of these Standard Terms; (b) these Standard Terms constitute the legally binding obligation of each party; and (c) either party's execution and performance under these Standard Terms will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

16. **Additional, Different, or Conflicting Terms in Customer's Own Documentation.** Customer further agrees that to the extent that any additional, different, or conflicting terms (or any combination thereof) are found in any ordering, invoicing, shipping, delivery, or any other document CFS receives from Customer (whether expressly stated therein or incorporated by reference) such terms will be deemed superseded and governed by these Standard Terms (to the extent different or conflicting) and will be deemed void and inapplicable (to the extent that such terms are additional). Notwithstanding the above, CFS can expressly consent to the additional terms of Customer, but only by providing an ink-signed or electronically-signed agreement with Customer in which the additional, different, or conflicting terms are clearly identified and in which the following phrase is conspicuously included: "CFS hereby expressly consents and agrees to the inclusion of these additional, different, or conflicting terms in the agreement governing Customer's purchase of fuel, lube, or other supplies or services." Customer hereby irrevocably waives any claim or argument—on behalf of itself and any party for which it has actual or apparent authority to bind—that additional, different, or conflicting terms found in its own transaction-related document(s) are enforceable against CFS unless they strictly comply with the preceding sentence.

17. **Disposal Services.** CFS may, in its sole discretion and as part of the Services, offer certain miscellaneous disposal services to its Customers, which are provided on the CFS Pre-Transfer Conference document. If CFS agrees to accept certain waste items from Customer, then Customer agrees to the restrictions and policies provided on the Pre-Transfer Conference document including its listed prohibited substances and any substances prohibited by applicable federal, state or local laws or regulations (collectively, "Excluded Waste"). **CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS CFS GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS DISPOSED WITH CFS, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO THE BREACH OF CONTRACT, SOLE OR CONCURRENT NEGLIGENCE, UNSEAWORTHINESS, STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY INDIVIDUAL OR ENTITY.**