

James River Barge Line, Ltd.
Straight, Non-Negotiable Bill of Lading

1. DEFINITIONS. The word "Carrier" shall include James River Barge Line, Ltd.; the operator of the Vessel, and any connecting or substituted carrier performing transportation under the Agreement evidenced by this bill of lading. The word "Vessel" shall include the vessel named on the face of this bill of lading and any other vessel, lighter or watercraft owned, operated, chartered or employed by Carrier or any connecting or substituted water carrier performing transportation under the Agreement. The word "Shipper" shall include the person entering into the Agreement with Carrier and for whose account the container(s) are shipped. The word "Container" means an intermodal shipping container, typically 20', 40' or 45' long tendered to Carrier for transportation under the Agreement and the goods therein. The word "Consignee" shall include a holder of a negotiable bill of lading, rightfully endorsed, the person named as consignee on the face hereof, the owner of the Container, and all other persons lawfully entitled to possession of the Container and the goods therein (other than Carrier). The word "Charges" shall include freight, demurrage, equipment detention, general average, salvage, and any other money obligations incurred or payable by the Shipper and/or the Consignee, or for the payment of which Carrier has a security interest or maritime lien on the Container and the goods therein.

2. CLAUSE PARAMOUNT. The receipt, custody, carriage and delivery of the Container are governed by of the "Agreement" which consists of (i) the terms and conditions of Carrier's applicable freight tariff, if any, specific written agreements, and delivery orders not inconsistent with this bill of lading evidencing the contract for carriage, (ii) the terms and conditions of this bill of lading, and (iii) the provisions of the United States Carriage of Goods by Sea Act ("COGSA") 46 U.S.C. 1300 et seq. The Shipper and Consignee shall be bound by all the provisions of the Agreement. Carrier shall also have the benefit of 46 USC Appendix Section 190 et seq. (the "Harter Act") and amendments thereto, and all other statutes of the United States or any other country which may be applicable to grant Carrier exoneration from or limitation of liability. The provisions of COGSA, except as otherwise provided herein, shall be extended to apply to Containers when stored on or below deck as provided in paragraph 7, before the Container are loaded on and after the Container are discharged from the Vessel, and throughout the entire time the Containers are in the actual or constructive custody of Carrier, its agents and independent contractors, including stevedoring and terminal services contractors. As to loss or damage occurring before the Containers are loaded to or after the Container are discharged from the Vessel, and notwithstanding the provisions of COGSA Section 4(2)(q), the Shipper or Consignee and/or every person having an interest in the Container shall bear the burden of proving that the actual fault or privity of Carrier or the fault or neglect of Carrier's agents or servants contributed to the loss or damage. Nothing herein contained shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities under COGSA. Notwithstanding the foregoing, to the extent that another international convention or national law governing Carrier's liability is mandatorily applicable, or precludes the application of COGSA in the country in which a court having jurisdiction shall adjudicate a dispute arising out of the Agreement, then such international convention or national law shall to that extent be applied in determining Carrier's liability in connection with such dispute. The provisions of the Agreement shall govern the relationships between the Shipper, Consignee and every person having an interest in the Container, on the one hand, and Carrier, on the other hand and shall supersede any prior booking note, receipt, or other document to the extent conflicting. The terms and conditions of the Agreement shall be severable. If any term or condition is invalid or unenforceable, or if any breach of or deviation from any provision occurs, such circumstance shall not affect the validity or enforceability of the remaining terms and conditions.

3. FREIGHT. Charges shall be due and payable to Carrier in accordance with the Agreement. Freight may be calculated on the basis of information furnished by the Shipper. Full freight to the Port of Discharge or Place of Delivery, if indicated, shall be completely earned upon receipt of the Container by Carrier, whether or not the freight is stated on the front side hereof or intended to be prepaid or collected at destination, and whether or not the Container are damaged or sound, and said freight shall be received and retained regardless of whether the Vessel and/or the Container are lost or not lost or the voyage is broken up or abandoned, or under any other circumstances whatsoever. Carrier shall have a lien on the Container, which shall survive delivery, for all Charges earned or due under the Agreement or otherwise and may enforce this lien by public or private sale without notice and by all other lawful means. The Shipper and the Consignee shall be jointly and severally liable to Carrier for the payment of all Charges, as well as for any expenses incurred by Carrier, including attorneys' fees, in connection with claims or proceedings brought by Carrier for collection of Charges due to Carrier and /or

proceedings brought by the Shipper, Consignee or any third party claiming to have the right to possess the Container. All Charges shall be paid to Carrier in full without offset, counterclaim or deduction in the lawful currency of the United States.

4. COMBINED TRANSPORT

(a) If either or both of the spaces on the front of this bill of lading for "Place of Receipt" or "Place of Delivery" have been completed, this is a Combined Transport bill of lading and paragraphs (b), (c), and (d) shall apply.

(b) If this is a Combined Transport bill of lading, the Carrier undertakes to perform and/or arrange for performance of the carriage of the Container from the Place of Receipt or the Port of Loading, to the Port of Discharge or the Place of Delivery, whichever is applicable and Carrier's liability, unless otherwise provided in this bill of lading, shall be determined in accordance with the provisions of paragraphs 2 and 19 of this Bill of Lading.

(c) During the period before loading to the vessel at the Port of Loading and after discharge from the vessel at the Port of Discharge, the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of or exonerations from liability, liberties and benefits contained or incorporated in the contract between the Carrier and any person by whom the carriage is performed or undertaken, whether directly or indirectly (including such persons listed in paragraph 5) and who would have been liable to the Shipper or Consignee as if the Shipper or Consignee had contracted directly with such person or contained in any compulsory legislation applicable to such person. In no event shall Carrier's liability under a combined transport bill of lading exceed that determined pursuant to paragraphs 2 and 22.

(d) If it cannot be determined at which stage of the carriage the loss or damage occurred, it shall be conclusively presumed to have occurred while the Vessel was at sea and Carrier's liability shall be determined and limited in accordance with paragraphs 2 and 22.

5. CARRIER'S CONTRACTORS. Carrier may require the assistance of others to perform the services undertaken under the Agreement. Every servant, agent, stevedore, terminal services contractor, lighter operator, pilot, connecting rail, motor, water or air carrier, or other independent contractor, including their agents, servants and subcontractors, performing such services shall have the benefit of every exemption from and limitation of liability, defense, right and liberty to which Carrier is entitled under any provision of the Agreement or by applicable law. For purposes of the foregoing provision, Carrier shall be deemed to be the agent or trustee for the benefit of all such persons and all such persons shall be deemed to be parties to the Agreement to that extent.

6. SHIPPER'S WEIGHT, LOAD AND COUNT; SHIPPER'S WARRANTIES. When goods, vans, trailers, portable tanks, skids palletized units, and other cargo units are not packed or loaded by the Carrier, Carrier does not represent to be accurate and is not bound by any description of the value, quantity, weight, condition, or existence of the contents thereof as furnished by or on behalf of the Shipper and identified in this bill of lading by use of the phrase "said to contain", "shipper's weight load and count" or terms of like meaning, and Carrier in such case shall not be liable for any difference in value, quantity, weight or condition of the Goods furnished by or on behalf of the shipper and that of the Goods actually delivered. Carrier shall have no responsibility or liability whatsoever for the packing, loading, securing, shoring and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting therefrom. With respect to cargo units not packed or loaded by Carrier, the Shipper and Consignee represent and warrant: (a) that the Goods are properly described, marked, secured, and packed; (b) that any cargo units other than Carrier-furnished units are seaworthy and physically suitable, sound, and structurally adequate to properly contain and support the goods therein during handling and the transportation contemplated by the Agreement, and that such cargo units may be handled in the usual and customary manner without damage to themselves or to their contents, or to the Vessel or its other cargo, or to property, or to persons; (c) that all particulars furnished to Carrier with regard to the cargo units and their contents, and the weight of each said Container are in all respects correct and complete; and (d) that such units are in compliance with all applicable government regulations. Shipper and Consignee represent and warrant that each shall timely submit all documentation and information required for the transportation, import, and export of the Container. Shipper and Consignee, jointly and severally, agree to indemnify and hold Carrier

harmless in respect of any injury to or death of any person, or any loss or damage to the Container, or to other cargo or to any other property or to the Vessel or to any other vessel, and for all fines, duties, payments or liabilities of any kind, or any other loss or expense, including, but not limited to, lost profits and attorneys' fees, caused by breach of any of the foregoing representations or warranties or incurred or levied upon Carrier by reason of the Container being or having been in Carrier's possession.

7. UNDER DECK AND ON DECK STOWAGE. Carrier moves Containers via barge. Carrier shall stow the barge without reference to below deck or above deck stowage. Carrier shall not be liable for loss or damage caused by water incursion or other perils incident to on deck carriage.

8. SPECIAL STOWAGE; REFRIGERATION. Carrier will not provide temperature controlled, insulated or naturally ventilated stowage. Carrier does not provide mechanically ventilated stowage and does not furnish or maintain preservative gasses in connection with temperature controlled stowage, and Carrier shall not be responsible for loss or damage to the Goods arising in whole or in part from any lack of mechanical ventilation or preservative gasses. With respect to refrigerated container shipments, Shipper shall be responsible for providing power to the refrigerated units, including without limitation generator sets with adequate fuel for transit and contingencies. Carrier takes no responsibility for assuring that such units are working or continue working during transit. Carrier shall provide carriage of such containers in the same fashion as he provides carriage for all other standard containers.

9. TRANSSHIPMENT; SUBSTITUTION OF VESSEL, SHIPMENT VIA TRUCK. Whether or not the Container are consigned to a port or place where the Vessel discharges, Carrier may, without notice, transship the Container before or after loading at the original port of loading or any other place or the route to or beyond the port of discharge or the place of delivery of the Container, by any substituted or connecting water carrier's vessel or other means of transportation by water, by land, whether operated by Carrier or retained by Carrier to complete the Container delivery.

10. SCHEDULE; DELAY. Carrier does not undertake that the Container will be transported from or loaded at the place of receiving or loading or will arrive at the place of discharge, delivery or transshipment aboard any particular vessel or other conveyance or at any particular date or time or to meet any particular market or in time for any particular use. Scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed if carrier or any connecting carrier shall find it necessary, prudent or convenient. Carrier shall not be liable for any loss or damages whatsoever, including but not limited to incidental or consequential damages (even if Carrier is advised of the possibility of same), due in whole or in part to any delay in the scheduled departures or arrivals of the Vessel or other conveyances transporting the Container.

11. SCOPE OF VOYAGE; CARRIER'S LIBERTIES. Carrier may call at Richmond Deep Water Terminal and at various ports located in Hampton Roads Virginia, and may provide substituted service by modes other than water, may omit scheduled routes or ports, may include unscheduled routes or ports and may lighten the Container. The Vessel may sail with or without assist tugs or pilots, undertake rescue or salvage, tow or be towed, or undergo dry-docking or repairs as required to maintain a safe vessel. In any situation whatsoever which, in the opinion of the master or Carrier, gives rise to risk of seizure, detention, damage, loss, delay or disadvantage to the Vessel or the Container, or of materially detaining the equipment of Carrier or would make it imprudent, unlawful or commercially impracticable to commence or continue the voyage or to enter or discharge the Container at the port of discharge, the master or Carrier may discharge the Container, at any port or place considered by Carrier to be safe or advisable under the circumstances and forward or arrange to forward the Container by land, water, or air conveyance, or place the Container in a storage facility, all at the risk and expense of the Container. The exercise of any of the foregoing liberties by Carrier or the master shall constitute performance under the Agreement and not a deviation from the scope of the voyage. When the Container are discharged from the Vessel and delivered to a forwarding agent or carrier or to a storage facility under the provisions of this paragraph, or when required to be delivered to local customs authorities under local law, such discharge and delivery shall constitute complete delivery and performance under the Agreement.

12. UNDELIVERED CONTAINER. If, for any reason whatsoever, the Consignee refuses or fails to take delivery of the Container upon their arrival and availability at destination and upon expiration of tariff-prescribed free time or any notice period as set forth in a notice of arrival, availability or demand given by Carrier, Carrier may,

without further notice or demand, and in addition to any other legal or equitable remedies, exercise its maritime lien for any charges due at a private or judicial sale of the Container, or may place the Container in storage at the risk and expense of the Container, subject to a lien in favor of Carrier for any charges due.

13. DANGEROUS, HAZARDOUS OR NOXIOUS CARGO. Shipper represents, warrants, and agrees that it has identified and will identify clearly on the purchase or delivery order submitted in connection with the Agreement (i) all Containers containing flammable, explosive, corrosive, radioactive, noxious, hazardous, unstable or dangerous nature, and (ii) the type and amounts of such materials. Such Container may at any time before discharge, be landed at any place, thrown overboard, destroyed or rendered innocuous without liability on the part of Carrier or other shippers or consignees if, in the opinion of Carrier, such Containers are or will become dangerous or noxious to the Vessel or to cargo or to persons. The Shipper shall indemnify Carrier for all losses, damages, (including, but not limited to, consequential damages such as lost profits and expenses related to Carrier's inability to use its vessels and equipment), liabilities, fines, civil penalties and expenses (including attorneys' fees) suffered by Carrier as a result of carriage or handling of such Container.

14. N/A

15. BOTH TO BLAME COLLISION CLAUSE. The Both to Blame Collision Clause currently published by the Baltic and International Maritime Conference is deemed to be incorporated into this Bill of Lading and is available from the Carrier or his agent upon request.

16. N/A

17. TIME FOR SUIT. Carrier, its agents, servants and subcontractors and the Vessel shall be discharged from all liability whatsoever for loss, damage, or expense on any theory of recovery, including but not limited to negligence, breach of contract, tort, violation of statute, law or regulation, strict liability, delay, misdelivery, conversion or otherwise, unless suit is brought and jurisdiction is obtained over Carrier by service of process within one (1) year after delivery of the Container or the date when the Container should have been delivered. Removal of the Container into the custody of the person entitled to delivery shall be prima facie evidence of delivery of the Container in the same condition in which they were received by Carrier unless notice of loss or damage is given within three (3) calendar days of such delivery.

18. LAW & JURISDICTION. Except as provided in paragraph 2, the Agreement shall be governed by the law of the United States, and all claims, suits, proceedings or disputes arising hereunder shall be brought in and be subject to the sole and exclusive jurisdiction of the United States District Court for the Eastern District of Virginia, Norfolk Division, or in the state courts located in Norfolk, Virginia, unless otherwise agreed between Carrier and the cargo owner.

19. LIMITATION OF CARRIER'S LIABILITY; AGREED VALUE. Unless the Shipper shall cause the nature and value of the Container to be declared before shipment and pay freight at the ad valorem rate established by CARRIER, the Shipper agrees that for the purpose of computing any liability of Carrier for loss or damage to the Container, the value of the Container shall be their market value at destination which shall be presumed to be invoice cost plus freight and insurance (or, where there is no invoice, the value of the Container at the time and place of shipment plus freight and insurance). In no event shall Carrier's liability exceed U.S. \$500 per container lawful money of the United States, or in case of goods not shipped in packages, U.S. \$500 per customary freight unit. To the extent permitted by COGSA, each intermodal container is a "package" and "customary freight unit" for the purposes of the Agreement. If the Place of Receipt, Port of Loading, Port of Discharge and Place of Delivery are all within the United States, its possessions and/or territories, "U.S. \$1,000" shall be substituted for "U.S. \$500" in the preceding sentence. Notwithstanding the foregoing, to the extent that another international convention or national law governing Carrier's liability is held applicable or precludes the application of COGSA, then such international convention or national law shall to that extent be applied in determining Carrier's liability and the words "667.67 SDRs per package or 2 SDRs per kilo of the gross weight of the Container lost or damaged, whichever is higher" shall be substituted for the words "U.S. \$500 per package lawful money of the United States, or in case of Container not shipped in packages, U.S. \$500 per customary freight unit" in the previous sentence. In no event shall Carrier be liable for more than the amount of damage actually sustained, nor shall Carrier be liable for loss of or damage to any Container not identified in the transportation documents

furnished to Carrier nor shall Carrier be liable for incidental or consequential damages arising from any cause whatsoever (even if Carrier has been advised of the possibility of the same).