

RJ MARINE ASSOCIATES LTD
BILL OF LADING LONG FORM - CALENDER YEAR 2024

Date: _____

Client, print

Client, sign

This Bill of Lading is intended for shippers who routinely utilize the Carrier's services throughout the calendar year and shall be applicable as between the Carrier and the Shipper for the 2024 calendar year pursuant to the terms and conditions set forth below. By signing this, client agrees to indemnify and hold harmless RJ Marine Associates LTD from any liability associated with any projects completed in the 2024 calendar year.

Date: Any date in the year 2024 Vessel Any vessel in the RJM Fleet Captain Any Captain employed by RJM

Load Port Any agreed upon Port Discharge Port Any agreed upon Port

By signing above, the client ("Shipper"), acknowledges that client has read, understood, and agrees to be bound by the following terms and conditions:

TERMS AND CONDITIONS

INTRODUCTORY PROVISIONS

1. APPLICABILITY OF BILL OF LADING. The following terms and conditions govern the contractual relationship between Carrier and Shipper with respect to goods being shipped by the Carrier. All prior agreements or freight engagements for the shipment of goods are superseded by these terms and conditions. If required by Carrier, a signed Original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the goods. The absence of signatures of either Carrier or Shipper or both shall not affect the applicability or enforceability of this Bill of Lading. Any Bill of Lading not presented to Carrier on or before the 180th day after its issuance shall be null and void as a negotiable instrument, and ownership of any goods covered thereby shall be determined in accordance with applicable law.

2. DEFINITIONS. Certain terms used in the booking of carriage and in this bill of lading are defined as follows:

(a) VESSEL – The word "Vessel" shall include the vessel named in this Bill of Lading, its towing tug or tugs if the named vessel is a barge, any substitute vessels and any craft, lighter, towboat or other vessel used in the performance of the transportation covered by this Bill of Lading.

(b) CARRIER – The word "Carrier" shall include the company named as carrier on the face side of this Bill of Lading, the vessel as defined herein and her owners, operators and demise and time charterers, any connecting or substituted carrier and any time charterer or person to the extent bound by this Bill of Lading, whether acting as carrier or bailee.

(c) SHIPPER – The word "Shipper" shall include the person named as such in this Bill of Lading, the consignor, the consignee, the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped.

(d) GOODS – The word "goods" means the cargo accepted from Shipper and includes containers, vans, trailers, vehicles, and/or rolling equipment whether supplied by Carrier or not.

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(e) CONTAINER – The word “Container” means any container, van, trailer, portable tank, rack, pallet, or other item used to contain or hold or isolate cargo.

(f) CHARGES – The word “charges” shall include without limitation freight, demurrage, and all general average, salvage, special charges, expenses, amounts and money obligations whatsoever payable by or chargeable to Shipper or for account of the goods, regardless of whether sustained, incurred or paid by Carrier in the first instance.

(g) PACKAGE – The word “package” shall include any piece, shipping unit, machine or article of any description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk, provided, however, that a container, van, trailer, or rolling equipment is a package when such is listed on the face of the Bill of Lading under the column “number of vehicles/trailers/containers/packages” regardless of the method used to describe the shipment in the description column on the face.

(h) CUSTODY – The word “custody” shall mean when physical possession has been taken by the carrier and a bill of lading signed.

(i) ON BOARD – The words “ON BOARD” shall mean on board the vessel named on the face of this Bill of Lading or on board another mode of transportation operated by or on behalf of Carrier to carry the goods to the port of loading for loading on the vessel named on the face of this Bill of Lading. The words “CLEAN ON BOARD” or other words of similar effect shall not be construed as a representation by carrier concerning the quality, condition, or quantity of the goods.

(j) THROUGH TRANSPORTATION – The words “through transportation” mean that Carrier has agreed to provide or arrange transportation from the point or port of origin to the point or port of delivery, as shown on the face hereof, by means of through routes and rates or joint routes and rates with themselves or another water carrier.

(k) TARIFF – Carrier’s listing of charges for carriage of Shipper’s materials as published for calendar year 2024.

3. CARRIER’S CHARGES. a. Freight, Storage and Other Charges. Freight, storage and other charges of Carrier shall be as identified by Carrier in its applicable rate quotation, transportation agreement, a specific bill of lading, or tariff, as applicable. Freight, storage, and other charges of Carrier which had been based upon inaccurate or incomplete instructions or particulars may be recalculated by Carrier at any time without advance notice. b. Other Charges and Expenses. Shipper shall be responsible for all charges and expenses relating to the goods and/or their transportation, including, without limitation, all dues, taxes, duties, fines and penalties, advances made by Carrier, additional costs and expenses incurred by virtue of Shipper’s actions, omissions, or failure to comply with its obligations hereunder, as well as those incurred as a result of unforeseen or extraordinary circumstances. c. Payment. Freight, storage, and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. Amounts due Carrier shall be paid in U.S. dollars without deduction or offset. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. Shipper, including all entities falling within the definition of that term above, shall be jointly and severally liable for payment of all amounts due Carrier respecting the goods. d. Lien. Shipper, including and on behalf of all entities falling within the definition of that term above, agrees that Carrier shall be

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entitled to a security interest in and lien upon all goods of Shipper in Carrier's constructive or actual possession, to secure the payment of any freight, storage or other charges or amounts owed by Shipper to Carrier. Shipper authorizes Carrier to file financing statements and agrees that Carrier may store and/or sell such goods, at the risk and expense of Shipper, unless and until all such amounts have been paid to Carrier

4. GOVERNING LAWS (CLAUSE PARAMOUNT). This Bill of Lading is subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936 ("COGSA"), which are incorporated herein. The defenses and limitations of said Act shall apply to the goods whether carried on or under deck; whether the carriage of goods is in U.S. foreign trade, between United States ports, or between non-United States ports; before the goods are loaded on and/or after goods are discharged from the Vessel, and throughout the entire time the goods are in the custody or are the responsibility of the Carrier, whether acting as carrier, bailee, stevedore, or terminal operator. Carrier shall be entitled to the full benefits of all rights and immunities and all limitations of, and exemptions from, liability provided in or authorized by 46 U.S.C. Sections 181 to 186, inclusive and 188. Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of or exemptions from liability contained in any law of the United States or any other country or place whose laws shall be applicable. This Bill of Lading shall not be deemed to give rise to a personal contract of carriage. If this Bill of Lading is issued in Canada, it shall have effect subject to The Water Carriage of Goods Act, 1936, of the Dominion of Canada, which, in such event, it is deemed to be incorporated herein (except as otherwise specifically provided for herein).

5. PERSONS COVERED (HIMALAYA CLAUSE). All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading, applicable tariff, or by COGSA or by any applicable statute for the benefit of the Vessel or Carrier shall also apply to and for the benefit of the master, officers and crew of the Vessel and to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as Carrier, as well as all directors, officers, employees and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Vessel or Carrier as employees, servants, agents or contractors of Carrier (including without limitation, stevedores, vessel boarding agents, warehousemen, and terminal operators) and the directors, officers, employees, servants, agents and subcontractors of such parties.

6. NO RECOURSE CLAUSE. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property, but except in the instances where it may lawfully be authorized to do so, no property covered by the Bill of Lading shall be delivered until all tariff rates and charges thereon have been paid. The consignor shall be liable for freight and all other lawful charges, except that if the shipper stipulates, by signature, in the space provided for that purpose on the face of the Bill of Lading that the Carrier shall not make delivery without requiring payment of such charges and the Carrier, contrary to such stipulation, shall make delivery without requiring such payment, the Shipper (except as hereinafter provided) shall not be liable for such charges. Provided that, where the Carrier has been instructed by the Shipper to deliver said property to a consignee other than the Shipper, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is

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otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property as notified the delivering Carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original Bill of Lading has also notified delivering Carrier in writing of the name and address of the beneficial owner of said property and, in such cases the Shipper, or, in case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the Carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigned or diverted by an agent who has furnished the Carrier in the reconsignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignor or diverter has given to the Carrier erroneous information as to who the beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges. If a Shipper of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading, and prior to the time of delivery, notifies, in writing, a delivering Carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the Carrier to such party without payment, such Shipper shall not be liable (as Shipper, consignee or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering Carrier that he is not the beneficial owner of the property and has given in writing to such delivering Carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the Carrier erroneous information as to beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignee has given to the delivering Carrier erroneous information as to who the beneficial owner is, such Shipper or consignor shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract for transportation under which the shipment was made. The term "delivering Carrier" means the line-haul Carrier making ultimate delivery. Nothing herein shall limit the right of the Carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

CARRIER'S PERFORMANCE

7. SCOPE OF VOYAGE/LIBERTIES. The scope of voyage herein contracted for shall include usual or customary ports of call, whether named in this Bill of Lading or not, and also ports in and out of the geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail

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beyond the port of discharge or in a direction contrary thereto or return to the original port or depart from the direct or customary route, and includes all canals, straits and other waters. The Vessel may call at any port or ports, whether scheduled or not, and may call at the same port more than once. The Vessel may, for matters occurring before loading the goods, known or unknown at the time of such loading, and matters occurring after such loading, either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, drydock with or without cargo aboard, go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores in any quantity at the discretion of Carrier, remain in port, sail with or without pilots, tow and be towed, and go to the assistance of Vessels in distress to save or attempt to save life or property, and all the foregoing are included in the contract voyage and shall not be considered deviations. All derelicts and salvage shall be for the sole benefit of Carrier. Carrier may substitute another Vessel for the named Vessel(s) at any time prior to or during the voyage whether in a feeder service, a relay service or otherwise. Carrier makes no warranties to the time of delivery of the goods or that the goods will be delivered for any particular use or market.

8. ON-DECK CARRIAGE. Goods stowed in any covered space or in a container carried on deck of the Vessel shall be deemed to be stowed under deck and in all respects the custody and carriage of such good shall be governed by the terms of this Bill of Lading and COGSA, notwithstanding Section 1(c) thereof. If goods are stowed on deck and not in containers, all risks of loss or damage by perils inherent in or incident to such carriage shall be borne by Shipper but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and COGSA, notwithstanding Section 1(c). When transportation hereunder is accomplished by the use of an unmanned barge or barges, the following special provisions shall apply and are instead of the preceding paragraph: (a) Such unmanned barge or barges shall be towed by a towing vessel or vessels, on a single, double, or multiple tow basis. (b) All goods accepted hereunder may be carried without notice to Shipper either under the covered deckhouse (if any) or on deck or on the roof of the deckhouse (if any) of said barge or barges at Carrier's option, any custom or practice of the trade to the contrary notwithstanding. Goods so carried shall be subject to the provisions herein and shall participate in general average; and (c) All risk of loss or damage by perils inherent in or incident to such carriage shall be borne by Shipper but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and COGSA, notwithstanding Section 1(c) thereof.

9. MATTERS AFFECTING PERFORMANCE. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or taking place during the voyage, including the period before and during discharge, which in the judgment of Carrier or the master is likely to give rise to risk of capture, seizure, detention, damage, delay (howsoever long or short) or disadvantage to or loss of the Vessel or any part of her cargo or goods, or to make it unsafe, imprudent, unlawful or impossible for any reason to commence or proceed on or continue the voyage, or to enter or discharge or continue to discharge the goods at the port of discharge or give rise to any delay (howsoever long or short) or difficulty in arriving, discharging or continuing to discharge, or leaving the port of discharge, Carrier or the master may before loading or before the commencement of the voyage, require Shipper to take delivery of the goods at the port of shipment, and upon failure to do so may discharge and warehouse the goods at Shipper's risk and expense, or Carrier or the master, whether or not proceeding toward or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual

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place of discharge therein or attempting to discharge the goods, may discharge the goods, and/or unpack the containers at the port of shipment or at any other part in depot, lighter, craft or other place, or may discharge and forward them by any means (air, land, rail or water), at the risk and expense of Shipper to any port or place whatsoever at Carrier's or the master's sole discretion and Carrier or the master in making arrangements for any such forwarding shall be the forwarding agent of Shipper, or the Vessel may proceed or return directly or indirectly to or stop at any port or place whatsoever at Carrier's or master's sole discretion and discharge the goods or any part thereof at any such port, or Carrier may retain same on board until the return trip or until such time as Carrier or the master thinks advisable and discharge them at any place whatsoever as herein provided. All additional charges and expenses incurred as a result of such circumstances and Carrier's responses thereto shall be for the account of Shipper. Discharge of the goods under the provisions of this clause shall constitute complete delivery and performance under this contract and Carrier shall be freed from any further responsibility. When the goods are discharged from the Vessel as provided in this clause they shall be at the risk and expense of Shipper. When the place of delivery is named herein and the goods are oncarried by Carrier from the port at which they are discharged from the Vessel as provided in this clause to such place of delivery Shipper shall pay all additional charges and transport costs in connection herewith.

10. GOVERNMENTAL OR OTHER ORDERS. Carrier, the master and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her voyage, employment or movements, or any disposition or other matter whatsoever relating to the goods and including but not limited to loading, departure, arrival, routes, zones, ports of call, stoppages, discharge destination, delivery or in any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or any other governmental or local authority including any de facto government or local authority, or by any person or body acting or purporting to act as or with the authority of any such government or authority, or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract voyage. In complying therewith Carrier shall have, but shall not be limited to, the liberties as to disposition of the goods contained in Clause 6 hereof. Carrier and Vessel may carry goods declared by any belligerent to be contraband, persons belonging to or intending to join, the armed forces or government services of any belligerent, explosives, munitions, war-like stores or hazardous cargo, and may sail armed or unarmed, with or without convoy. In addition to all other liberties herein, Carrier shall have the right to withhold delivery of, re-ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the goods, and the goods shall be solely at their risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be liens on the goods.

11. STRIKE CLAUSE. If any actual or threatened labor disturbance of any kind, including strikes, lockouts, stoppages and restraints of labor from any cause whatsoever, will in the opinion of the master or Carrier

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prevent or delay the Vessel in reaching the loading or discharge berth, prevent or delay loading or discharge of cargo, prevent or delay departure of the Vessel from the loading or discharge port or result in damage to the Vessel or her cargo or injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading or discharge berth until the master or Carrier determines it is safe for the Vessel to enter, and if the goods are to be there loaded, to cancel carriage of the goods pursuant to this Bill of Lading, to depart the loading berth with whatever goods have been loaded aboard the Vessel, or with Shipper's consent to load the goods at Shipper's expense at an alternative port, or, if the goods are to be there discharged, to discharge the goods or a portion thereof at an alternative port, the next scheduled port of call or the loading port which discharges shall constitute complete delivery under this Bill of Lading.

12. IMPEDIMENTS TO NAVIGATION. (a) Canals. If passage through the St Lawrence Seaway or Lake Ontario in order to reach the loading port or discharging port and/or to perform the voyage is in the judgment of Carrier or the master likely to be hindered, delayed or prevented by reason of actual happening of and/or aftereffects of and/or threat of landslide, earthquake, flood, obstruction, war, riot, strike, civil commotion, sabotage, orders or threats or acts of any government de jure or de facto or any similar or dissimilar cause whatsoever, the voyage shall be deemed frustrated. If such frustration occurs prior to the loading of the goods, this contract thereupon shall terminate. If such frustration occurs after loading on the goods, Carrier may, in addition to the other rights contained in this Bill of Lading, order the Vessel to proceed to and discharge the goods at any other port at Carrier's discretion. All expenses incurred in discharging and storing the goods at such alternate port of discharge shall be for the account of Shipper and the goods. Such discharge of the goods shall constitute complete delivery and performance under this Bill of Lading and Carrier shall be freed from any further responsibility. b. Ice Clause. If ice or the threat thereof will in the opinion of Carrier prevent or delay the Vessel in reaching the loading or discharging berth, prevent or delay loading or discharge of cargo, prevent or delay departure of the Vessel from the loading or discharge port, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading port until the master or Carrier determines it is safe for the Vessel to enter, and if the goods are to be there loaded, to cancel carriage of the goods pursuant to this Bill of Lading, to depart the loading port with whatever goods have been loaded aboard the Vessel, or with Shipper's consent to load the goods at Shipper's expense at an alternative port, or if the goods are to be there discharged, to discharge the goods or a portion thereof at any alternative port, the next scheduled port of call, or the port of loading with discharge shall constitute complete delivery under this Bill of Lading.

13. CARRIAGE AFFECTED BY CONDITION OF GOODS. If it appears to Carrier or the master at any time that the goods or any part thereof cannot safely be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the container or the goods or any part thereof, Carrier or the master may, without notice to Shipper, take any measure(s) and/or incur any reasonable additional expense to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. Shipper shall indemnify Carrier for any reasonable additional expense so incurred.

CARRIER'S LIABILITY

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14. LIABILITY FOR CARGO LOSS OR DAMAGE. In the event of loss, damage or delay of the goods, the carrier having custody of the goods at the time of such event of loss, damage or delay shall be responsible therefore in accordance with the terms and conditions of the governing bill of lading or other contract of affreightment. In the event the time of such loss, damage or delay cannot be determined and Carrier has arranged through transportation, it shall be presumed that such loss, damage or delay of the goods occurred while the Carrier had custody of the goods. If Carrier did not arrange through transportation and no loss, damage or delay has been noted at the time the goods are delivered out of Carrier's custody, it shall be presumed that such loss, damage or delay did not occur while the Carrier had custody of the goods. Carrier shall in no event be held liable in the absence of actual proven negligence or willful misconduct on the part of the Carrier.

15. AGREED VALUE: LIMITATION ON CARRIER'S LIABILITY.

Carrier shall be liable to Shipper solely for the Shipper's declared value of the goods before shipment. Carrier shall in no event be responsible to Shipper or to any third party for indirect or consequential damages, including without limitation extra expense, loss of profits, products liability, product recall expense, testing, compliance with Government regulation or requirement, loss of use of property, delay or damages consequential upon loss of use whether resulting from negligence, breach of this contract or otherwise by Carrier and even if the possibility of such damages was foreseeable by Carrier or Shipper had advised Carrier of the possibility of such damages. Carrier shall have the option of replacing any lost goods and replacing or reconditioning any damaged goods. No oral declaration or agreement shall be evidence of a value different from the provided herein. Carrier assumes no responsibility for Shipper's goods on Carrier's premises prior to, or after transportation has been completed.

16. INSURANCE. The freight for transportation of certain types of cargo may include marine insurance purchased by Carrier for the benefit of Shipper. If applicable, said insurance includes limitations, terms and conditions that may limit or preclude recovery in various cases. SHIPPER SHOULD CONSULT CARRIER'S INSURANCES APPLICABLE TO THIS BILL OF LADING TO DETERMINE IF MARINE INSURANCE IS PROVIDED FOR THE TRADE AND GOODS COVERED BY THIS BILL OF LADING, AND IF PROVIDED, TO DETERMINE THE TERMS OF THE MARINE INSURANCE. IF THE TARIFF OF CARRIER IS SILENT ON THE SUBJECT, NO MARINE INSURANCE HAS BEEN PURCHASED BY CARRIER FOR THE BENEFIT OF SHIPPER.

17. EXCEPTIONS CLAUSE. Carrier shall not be liable for any loss, damage, delay or failure in performance hereunder occurring at any time, including before loading on or after discharge from the Vessel or during any voyage, arising or resulting from the happening and/or threat and/or after effects of one or more of the following: act of God, act of war, force majeure, quarantine restrictions, embargo, acts of public enemies, thieves, pirates, assailing thieves, arrest or restraint of princes, rulers or people, seizure under legal process, act or omission of Shipper, its agent or representative, strikes or lockouts or stoppage or restraint of labor from whatever cause, partial or general, riots or civil commotions, act, neglect or default of the master, pilots, mariners or other servants of Carrier in the navigation or management of the Vessel, barratry, ice, fire unless caused by the actual fault or privity of the Carrier, explosion, collision, stranding, perils, dangers and accidents of the sea or other navigable waters, wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods, insufficiency of packing, insufficiency or inadequacy of marks, bursting of boilers, breakage of shafts or any latent defect in hull, equipment, machinery, hawsers or lines, unseaworthiness unless caused by want of due diligence on the part of Carrier to make the Vessel seaworthy or to have her

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properly manned, equipped and supplied, saving or attempting to save life or property at sea or any deviation in rendering such service, loss of or material damage to the Vessel, or any other similar or dissimilar cause beyond the control of Carrier.

18. GENERAL AVERAGE/NEW JASON CLAUSE. In the event of accident, danger, peril, damage or disaster, before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which Carrier is not responsible by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by Carrier, salvage shall be paid for as fully and in the same manner as if such salvage ship or ships belonged to strangers. General average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, excluding Rule 22, at such port or place in the United States as may be selected by Carrier.

19. BOTH TO BLAME COLLISIONS. If the vessel comes into collision with another ship as a result of negligence of the other ship and any act, neglect or default of the master, mariner, pilot or servants of the Carrier in the navigation or in the management of the Vessel, Shipper shall indemnify Carrier against all loss or liability to the other or non-carrying ship or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Shipper paid or payable by the other or non-carrying ship or her owners to Shipper and setoff, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provision shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.

SHIPPER'S RESPONSIBILITY

20. EARNED FREIGHT AND LIEN OF CARRIER. Full freight demurrage and other charges hereunder to destination shall be considered completely and irrevocably earned upon commencement of loading at the port of loading or place of receipt shown on the face hereof whether the freight be stated or intended to be prepaid or to be collected at destination, and Carrier shall be entitled to all freight and charges due hereunder whether actually paid or not and to receive and retain them irrevocably under all circumstances whatsoever, the Vessel and/or goods lost or not lost or the voyage broken up or abandoned. Freight shall be payable on actual gross intake weight or measurement or at Carrier's option on actual gross discharge weight or measurement.

21. DESCRIPTION AND PACKING OF GOODS. Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value and any other particulars of the goods as furnished by the Shipper, and Carrier shall not be responsible for the accuracy thereof. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascertained by a third party other than the Carrier and Carrier makes no representation with regard to the accuracy thereof. This Bill of Lading shall not be evidence against the Carrier of receipt of goods or the weight or quantity so inserted in the Bill of Lading. When containers are not packed or loaded by Carrier, Carrier has no reasonable means of checking the quantity, weight, condition or existence of the contents thereof and does not represent the quantity, weight, condition or existence of such contents as furnished by Shipper and inserted in this Bill of Lading, to be accurate, and shall not be liable for non-

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receipt, non-delivery or misdescription of such contents. Carrier shall have no responsibility or liability whatsoever for the packing, loading, security and/or stowage of contents of such cargo units or for loss or damage caused thereby or resulting therefrom, or for the physical suitability or structural adequacy of such cargo units properly to contain their contents. Shipper, by packing or loading the cargo unit and/or by allowing the cargo unit to be so packed or loaded, represents and warrants (a) that the contents are properly described, marked, secured and packed in their respective cargo units, that such cargo units are physically suitable, sound and structurally adequate properly to contain and support the goods during handling and on the voyage and that the cargo units may be handled in the ordinary course without damage to themselves or to their contents, or to the Vessel or her other cargo, or property, or persons and (b) that all particulars with regard to the cargo units and their contents and the weight of each cargo unit are in all respects correct and (c) that Shipper has ascertained and disclosed in writing to the Carrier on or prior to shipment any condition, ingredient or characteristic of the goods which might indicate that they are of flammable, explosive, corrosive, radioactive, noxious, hazardous or dangerous nature, or which might cause damage, injury or detriment to the goods or to the Vessel or other cargo or property of persons, and (d) that Shipper has properly packed, loaded, classified, described, marked, and labeled all hazardous materials in accordance with applicable regulations of the Department of Transportation or other governmental agencies or intergovernmental bodies, and that all such goods are in proper condition for transportation by Carrier. Shipper agrees fully to protect and indemnify Carrier and to hold it harmless in respect of any injury or death of any person, or loss or damage to cargo or cargo unit or any other property or to the Vessel, or expense or fine, arising out of, or in any way connected with breach of any representations or warranties, howsoever occurring even without fault of Shipper and even though injury, death, loss or damage is caused in whole or in part by fault of Carrier or unseaworthiness. Notwithstanding the foregoing, Carrier shall neither be liable for nor concluded as to the correctness of any such marks, descriptions or representations. Without undertaking any duty to do so, Carrier reserves the right, at its sole discretion and at any time, to open any container in order to inspect the contents and the stowage or packing thereof, and, at the expense of the goods, to restow or repack the contents whenever, in its judgment, such restowing or repacking is necessary for the safety of the goods or of the cargo unit. Any exercise of this right shall be without liability or responsibility on the part of the Carrier.

22. COOPERAGE. Shipper shall be liable for all expenses for mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the goods, however caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process of or attempted seizure, incorrect or insufficient marking, numbering or addressing of package or description of the contents, failure of Shipper to procure consular or any other certificates to accompany the goods or to comply with the laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place of any act or omission of Shipper. Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

PROVISIONS REGARDING CERTAIN COMMODITIES

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23. DANGEROUS GOODS/CONTAINERS. (1) Carrier undertakes to carry goods of an explosive, flammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon Carrier's acceptance of a prior written application by Shipper for the carriage of such goods. (2) Shipper warrants that it has properly packed, loaded, classified, described, marked, and labeled all hazardous materials in accordance with application regulations of the Department of Transportation or other governmental agencies or intergovernmental bodies, and that all such goods are in proper condition for transportation by Carrier. Shipper shall undertake that the nature of the goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by applicable statues or regulations or by Carrier. (3) Whenever the goods are discovered to have been received by Carrier without complying with paragraph (1) or (2) above or the goods are found to be contraband or prohibited by any laws or regulations at the port of loading, discharge or call or any place or waters during the transport, Carrier shall be entitled to have such goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirection arising out of or resulting from such goods. (4) Carrier may exercise or enjoy the right or benefit conferred upon Carrier under the preceding paragraph whenever it is understood that the goods received in compliance with paragraphs (1) and (2) above become dangerous to Carrier, Vessel, cargo, persons and/or other property. (5) Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreement but only at the risk and expense of Shipper.

24. LIVE ANIMALS. Live animals, birds and fish are received, kept and carried solely at Shipper's risk of accident, disease or mortality and without warranty or undertaking whatsoever by Carrier.

25. WOOD PRODUCTS. Neither Carrier nor the Vessel shall be responsible for stains, discoloration, snakes, holes, chafage, breakage or splitting of lumber, timber, plywood or wood products, whether or not unprotected or partly covered.

OTHER PROVISIONS

26. NOTICE OF LOSS OR DAMAGE – TIME FOR SUIT. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or his agents before or at time of delivery of the container(s) or the goods to Shipper, such delivery shall be PRIMA FACIE evidence of the receipt by Shipper of the container of the goods as described in this Bill of Lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. In any event Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date the goods should have been delivered. Suit shall not be deemed brought against Carrier or Vessel unless jurisdiction shall have been obtained over Carrier or Vessel, or both, by service of process on Carrier or a written agreement by Carrier to appear.

27. RISK TRANSFER. Client agrees to indemnify and hold harmless RJ Marine Associates LTD from any liability associated with any projects completed to the highest extent the law permits.

28. HEADINGS FOR CONVENIENCE ONLY. The headings of the clauses are for the convenience of reference only and shall not affect the interpretation of the terms of this Bill of Lading.

29. APPLICABLE LAW – SEVERABILITY. This Bill of Lading shall be construed according to the laws of the United States and the Shipper, consignee and holder hereof agree that any suits against the Carrier shall

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be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be separate and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof. Nothing contained in this Bill of Lading shall be deemed a surrender, waiver or reduction by the Carrier, or operate to deprive the Carrier, of any of its rights, immunities, exemptions, limitations or liberties, or an increase of any of its responsibilities or liabilities under the aforementioned laws or any other laws.