



Bill to:
LANDSTAR GLOBAL LOGISTICS
13410 SUTTON PARK DRIVE S,
Jacksonville,
FL,
32224

Invoice Date: 12/18/2023
Invoice #: JX1 6573580
Terms: NET 30
Due Date: 01/18/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/15/2023		601 S 5th St, Barnsdall, OK, USA - 100 Faberge Blvd, Raeford, NC, USA			
			1	\$2,600.00	\$2,600.00

TOTAL
\$2,600.00

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below.

Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date.

COMPASS FUNDING SOLUTIONS LLC

P.O.BOX 205154

DALLAS, TX 75320-5154

Tel: 844-899-8092

Carrier Rate Confirmation

Carrier shall not in any way subcontract, broker, or arrange for freight to be transported by a third party.
A **signed delivery receipt** and **original bill of lading** must accompany invoice for payment to be processed in 30 days.
All rates include loading/unloading charges, stop charges and fuel surcharges unless otherwise noted.

Carrier certifies it is aware of the California Air Resources Board's Truck and Bus, Drayage and Greenhouse Gas Rules and that, on all loads originating in, destined for or passing through California, Carrier will utilize only vehicles that are compliant with those Rules.

Please see CARB Regulations, including the CARB Dray rules. <https://www.arb.ca.gov>

Report shipment status updates anytime by calling our automated tracing system at 1-800-972-9446

Landstar reference #: JX1 6573580		Equipment #: -BRITNI	
Sent From: JACKSONVILLE (PUTZKE) MOMENTUM TRANSPORTATION USA IN 4901 BELFORT RD STE 100 JACKSONVILLE, FL 322566016 800-880-7991 Joey Homsey		Send Invoice and paperwork to Send the invoice referencing the Landstar Global Logistics reference #, this rate sheet and the required documents to: LANDSTAR GLOBAL LOGISTICS, INC. 13410 SUTTON PARK DR., S. JACKSONVILLE, FL 32224	
Commodity: FOOD/MEDICINE(HUMAN OR ANIMAL)			
HazMat: N	Stops: N	Pieces: 6	Weight: 7117 Equipment: 53VN


Shipper Information: NUCERA SOLUTIONS LLC 601 SOUTH 5TH ST BARNSDALL, OK 74002 PU#: 1004160 Loading Hrs: 08:00-15:30 Contact: FCFS	Consignee Information: UNILEVER RAEFORD PLANT 100 FABERGE BLVD RAEFORD, NC 28376 DL#: 0033868703 Unloading Hrs: 07:00-17:30 Contact: FCFS
Pick Up Date & Time: 12/15/23 Open Window	Delivery Date & Time: 12/18/23 Open Window

Agreed Rate: \$2600.00

Driver MUST CALL 800-880-7991 for Dispatch and meet these requirements:
 REQUIRED use of Tracking App Fourkites and make ALL required check calls.
 REQUIRED CHECK CALLS: Loaded with Seal# & Unloaded with Times/Lumper Fee
 Driver's phone MUST have Location Services enabled for entire transit.
 Failure to meet Tracking requirements will result in a \$100 rate reduction.
 By accepting & moving this shipment, carrier agrees to the Unilever Safety and Security Plans
<https://www.landstar-agent.com/unileversafetypolicy/>
 Any questions/concerns on these requirements call Landstar IMMEDIATELY!
 * Important: Call Landstar if any dispatch instructions differ from BOL! *
EQUIPMENT REQUIREMENTS:
 53 VAN TRAILERS- All Van trailers must be clean food grade, Swept out before arriving to shipper, no metal or glass embedded in floor.
 53 REEFER TRAILERS- All Reefer trailers must be clean, odorless and not older than 10 years. All Reefers MUST have reefer temperature tracking and reporting capabilities.
 -20 DEEP FROZEN LOAD REQUIREMENTS:
 > Driver MUST arrive to the shipper PRE-COOLED at -10° at Apt time.
 > Reefer unit MUST be set at -20 degrees F Continuous Operation.

*** Additional information on the next page. ***

Please sign and fax back to 904-880-1195 to confirm.

Carrier: BRZ Phone: 708-303-5150 Fax:	Signature: 
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Carrier Rate Confirmation

Reference #: **JX1 6573580**

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Upon arrival at the consignee driver is to KEEP the reefer running and NOT to open the trailer doors until they are ready to start unloading. If the consignee has not started to unload within in 15 minutes of backing into the dock CALL Landstar IMMEDIATELY at 800-880-7991

ALL TRAILERS MUST BE SEALED:

Load will be rejected if original seal not intact. If not sealed from shipper have driver seal trailer and report seal # ASAP to Landstar. Any load REJECTED due to no seal will result in an automatic cargo claim. DRIVER MUST NOT LEAVE THE TRACTOR/TRAILER UNATTENDED AT ANY TIME UNLESS TRACTOR/TRAILER IS IN A SECURED YARD. IN THE EVENT OF AN ACCIDENT, THEFT, OR BREAKDOWN CARRIER/DRIVER MUST CALL LANDSTAR IMMEDIATELY!

UNLOADING / LUMPER FEES:

Unloading/Lumper Fees are paid by Carrier/Driver. Landstar will reimburse with a receipt & must be reported at delivery ASAP.

****NO DRIVER UNLOADING****

****NO COM-CHECKS****

DETENTION:

Shippers with scheduled appointment times are subject to detention charges of \$30 per hour after 2 hours at shipper/receiver. Detention charges max out at \$250 per day. Following requirements must be met to receive detention pay:

Driver must be on time for Apt (If Reefer Precooled before apt time). Arrival and Departure times must be written on the BOL and signed by the Shpr/Rcvr. If required by customer, a detention form is filled out at the Shpr/Rcvr. Landstar is able to collect detention pay from the customer Detention must be reported to Landstar before 2 hour mark is reached from the appointment time. No detention will be added to the rate conformation.

REQUIREMENTS FOR LISTED FSMA COMMODITY LOADS:

Carrier/Driver MUST alert Landstar of temperature control issues, Reefer Unit Failure, OR any other condition that may render a food unsafe, Any food must not be sold or distributed until a determination of safety has been made. Carrier/Driver MUST ensure the trailer is in sanitary condition prior to loading food commodities falling under the FSMA rule on any type trailer. Carrier/Driver must submit any documentation specifying customer requirements and BOL. IMMEDIATELY ALERT LANDSTAR OF ANY REJECTED LOADS!

By signing below, I agree to the all requirements listed above for Landstar

NuCera Solutions LLC
601 S. 5th Street
PO Box 669
Barnsdall OK 74002
USA



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Bill of Lading

Bill of Lading

Ship To:

Unilever HPCUSA Raeford Plant, SU-Raeford
211 Highway East
Raeford NC 28376
USA

Sold To:

Kerri Kessinger
Unilever North America Supply Chain
700 Sylvan Avenue
Englewood Cliffs NJ 07632
USA

Ship Date: 12/1/2023
Pack ID Created By: THORMAT
Customer Number: UNILENAM

Mode Of Transportation: CUST

Freight Charge: COLLECT
Ship Via: Customer Pick-Up



Legal Number: 4536

Part Number	No. Of Units	Container Type	HM	Description of Product(s)	Total Quantity KG/LB
B15037704-16	24	DRUM	No	Order/Line: 1004160/1/1 2,880.00 KG/6,349.31 LB PERFORMALENE™ 400 PE Customer PO 4505566841 Customer Part Number: 11015888 Lot Number: BDHK0614 6 PALLETS Dim Code: 40X48X53 HTS Code: 3404905150 Origin Country: USA ECCN Number: EAR99 Export License Type: NLR Export License Number: NOT REGULATED	3,228.22 KG 7,117.00 LB

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipped name, and are classified, packaged, marked and labeled/placards and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature

If this shipment is to be delivered to the Consignee without recourse on the Shipper, the Shipper shall sign the following statement:
The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CARRIER AGREES TO TRANSPORT THE PRODUCT(S) SET FORTH IN THE BILL OF LADING SUBJECT TO THE TERMS AND CONDITIONS CONTAINED.

ATTENTION CARRIER AND CONSIGNEE: THIS IS THE ONLY DOCUMENT TO BE USED AS A DELIVERY RECEIPT

ATTENTION CARRIER: COPY OF SIGNED BOL MUST ACCOMPANY ALL FREIGHT INVOICES

ACCEPTANCE BY CONSIGNEE/CUSTOMER:

The terms attached, which include Disclaimer of Warranty, Limitation of Liability and Indemnification terms, are applicable to the sale of the products.
THE CONSIGNEE/CUSTOMER SHALL BE BOUND BY THE TERMS ON THE ATTACHED CONDITIONS BY ACCEPTING DELIVERY OF THE PRODUCTS UNLESS CONSIGNEE/CUSTOMER REJECT THE PRODUCTS UPON DELIVERY.

Signature of Consignee/Customer

Date

IN THE EVENT OF AN EMERGENCY CONCERNING THE PRODUCT(S) IN THIS SHIPMENT CALL:

Chemtrec: 800-424-9300 (US 24 hr.)
Chemtrec: 001-703-741-5970 (Int'l 24 hr.)
Chemtrec Contract Number: 886593



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Total Gross Weight:

3,228.22 KG

7,117.00 LB

Total Net Weight:

2,880.00 KG

6,349.31 LB

TENDER NOTES / TO: TONYA JONES
EMAIL: TONYA.JONES@UNILEVER.COM / PH: 910.725.9099 (CELL)

CARGO PICKUP ADDRESS:
NUCERA SOLUTIONS LLC
601 S. 5TH STREET
BARNSDALL, OK 74002
MATTHEW - PH: 918.847.3286

- COA MUST ACCOMPANY SHIPMENT

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Bill of Lading

NOTICE: The parties agree that unless a master service agreement applies, any provision by Seller of Products or Services to company is subject to the NuCera Solutions LLC General Terms & Conditions for Sale of Products and Services, which: (i) are incorporated herein by reference, (ii) are available at: NuCeraSolutions.com/Resources, and (iii) include, without limitation, the clauses reproduced below

1. DEFINITIONS

"Claim(s)" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, and expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character.

"Consequential Loss" means (i) any special, punitive, exemplary, incidental, indirect, or consequential damages or losses under Applicable Law, and (ii) any loss, delay, or interruption of business, profits, revenue, production, or opportunity; loss of product, use, or equipment; Purchaser standby time; facility or equipment downtime; cost of capital; cost of substitute equipment, facilities, services, or replacement power; or overhead; whether any of the foregoing are direct or indirect, and whether or not foreseeable at the time of entering into the Contract or at the time of commencing performance; and (iii) claims of a party's customers for any of the above losses, costs or damages.

"Contract" means either the contract agreement signed by both parties or signed by Purchaser and expressly accepted by Seller in writing, together with these Terms and Conditions, any other documents incorporated by reference, Seller's Proposal, and any agreed scope of work for the provision of Products or Services.

"Group" means the respective party's group as defined hereunder, Purchaser Group as to Purchaser and Seller Group as to Seller.

"INDEMNIFY" MEANS RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS.

"Products" means all equipment, materials, supplies, software, products, parts, and other goods sold under the Contract.

"Proposal" means Seller's formal offer to provide the Products or Services, and any agreed written amendments thereto.

"Purchaser" means the entity purchasing Products or Services, and its successors and permitted assigns.

"Purchaser Group" means Purchaser, its parent, Affiliates, and in connection with the project to which the Products or Services relate, its joint venture partners, joint interest owners, co-lessees, consortium members, or other partners, customer, and the end user, Site owner, and Site operator; and for all of the above, also its and their contractors and subcontractor of any tier in connection with said project, as well as the shareholders, officers, directors, employees, invitees, agents, insurers, and consultants of all of the foregoing, not including any member of Seller Group.

"REGARDLESS OF CAUSE OR ACTION" MEANS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF: CAUSE, FAULT, DEFAULT, NEGLIGENCE IN ANY FORM OR DEGREE (INCLUDING GROSS NEGLIGENCE, WILFUL MISCONDUCT, STRICT OR ABSOLUTE LIABILITY), BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF REPRESENTATION OR WARRANTY, OF OR BY ANY PERSON OR ENTITY, INCLUDING THE INDEMNIFIED PARTY, OR ANY DEFECT IN ANY PRODUCT; FOR ALL OF THE ABOVE, WHETHER PRE-EXISTING OR NOT AND WHETHER THE CLAIMS RESULT FROM CONTRACT, WARRANTY, INDEMNITY, TORT, EXTRA-CONTRACTUAL OR STRICT LIABILITY, QUASI CONTRACT, LAW, OR OTHERWISE.

"Seller Group" means Seller, its parent, subsidiaries, Affiliates, related companies; its subcontractors at any tier; and the officers, directors, employees, consultants, and agents of all of the foregoing.

"Services" means all the services, including, without limitation, technical assistance and guidance, training, repairs, and remote diagnostics, to be provided by Seller Group under the Contract.

"Site" means the premises where Products are used or meant to be used, or Services are performed or meant to be performed, not including any of Seller Group's facilities

4. WARRANTY

4.1 Subject to the limitations set forth in the Contract and this Article 4, Seller warrants to Purchaser that: (i) the Products shall be Delivered free from defects in title and shall conform to Seller's published specifications or the specifications agreed to in writing by Seller, and (ii) the Services shall be performed in a competent and diligent manner and shall conform to the material aspects of any specifications agreed to in writing by Seller. No warranty is extended to Products used with components that are not manufactured or approved by Seller

4.5 Interpretations and Recommendations: Interpretations, research, analysis, recommendations, advice or interpretational data including, without limitation, any: preliminary cuttings reinjection programs, engineering designs, geological studies or analyses, well programs, reservoir models, or drilling production optimization or management programs ("Interpretations or Recommendations") furnished by Seller are opinions based upon inferences from measurements, empirical relationships and assumptions, and industry practice, which are not infallible, and with respect to which geologists, engineers, drilling consultants, and analysts may differ. Accordingly, Seller does not warrant the accuracy, correctness, or completeness of any such Interpretations or Recommendations, or that Purchaser's or any third party's reliance on such Interpretations or Recommendations will accomplish any particular results. PURCHASER ASSUMES FULL RESPONSIBILITY FOR THE USE OF SUCH INTERPRETATIONS OR RECOMMENDATIONS AND FOR ALL DECISIONS BASED THEREON (INCLUDING, WITHOUT LIMITATION, DECISIONS BASED ON ANY OIL AND GAS EVALUATIONS, PRODUCTION FORECASTS, AND RESERVE ESTIMATES), AND PURCHASER SHALL INDEMNIFY SELLER GROUP FROM ANY CLAIMS ARISING OUT OF THE USE OF SUCH INTERPRETATIONS OR RECOMMENDATIONS, REGARDLESS OF CAUSE OR ACTION.

4.7 Unless otherwise stated in the Contract, the warranty period ("Warranty Period") shall be as follows: (i) in the case of Products, 30 days from shipment from Seller's facility; (ii) in the case of Services, prior to Seller's departure from the Site. The warranty period for repaired, replaced, or re-performed Products or Services shall be for the remainder of the original Warranty Period.

4.8 If Products or Services do not meet the above warranties during the applicable Warranty Period and Purchaser informs Seller in writing within 15 days of discovery (or prior to Seller's departure from the Site for Services), Seller's sole and exclusive liability shall be to either re-perform the defective Services, or repair or replace the defective component of the Products at Seller's option. If despite Seller's reasonable efforts, a non-conforming Product cannot be replaced, or non-conforming Services cannot be re-performed, the parties will make a good faith effort to negotiate an equitable adjustment in price with respect to such Product, or Service. Seller Group shall not under any circumstances be liable for defects that arise or are discovered after expiration of the Warranty Period.

4.9 Seller shall not be liable for accessing, retrieving, removing, or decontaminating defective Products or for replacement Products or for any costs, damages, or losses incurred in connection with any of the above operations. Seller shall be responsible to transport defective Products only to and from the original Delivery point. Purchaser shall be responsible for all customs formalities, costs, and taxes connected with any export to Seller or import of goods sent back to Purchaser.

4.11 THE REMEDIES SET FORTH IN ARTICLE 4 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, DEFECT OR NON-CONFORMITY IN, THE PRODUCTS OR SERVICES, REGARDLESS OF WHEN THE FAILURE, DEFECT OR NON-CONFORMITY ARISES AND REGARDLESS OF CAUSE OR ACTION. THE WARRANTIES SET FORTH IN ARTICLE 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

7. PAYMENT

7.1 Purchaser shall pay to Seller all invoiced amounts without any set-off and in the currency agreed in the Contract. If nothing is agreed in the Contract, payment shall be made in the currency set forth in the Proposal and on 30-day terms from date of the relevant invoice. Payment milestones, if any, shall be as set forth in the Contract.

7.2 In the event Purchaser disputes any invoice in whole or in part, Purchaser shall promptly notify Seller of the dispute and shall pay the undisputed portion in accordance with Article 7.1 above. Purchaser and Seller shall endeavor to settle and adjust any disputed amount forthwith. In addition to other Contract remedies and Seller's right to revoke any discounts from list price, Purchaser shall pay (i) interest to Seller at the rate of 1.5% per month (or fraction thereof), not to exceed the lesser of 18% per annum or the maximum amount permitted by Applicable Law and (ii) Seller's cost of collection, including attorney fees and court costs, on all amounts not timely paid in accordance with the Contract.

14. INDEMNITY, LIMITATION OF LIABILITY, AND INSURANCE

The provisions of Article 16 shall apply to the maximum extent permitted by Applicable Law and, unless otherwise expressly stated, prevail over any conflicting clauses.

14.11 (i) SELLER AGREES TO INDEMNIFY PURCHASER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SUFFERED BY ANY MEMBER OF SELLER GROUP, OR FOR DAMAGE TO OR LOSS OF ANY PROPERTY OF ANY MEMBER OF PURCHASER GROUP (WHETHER OWNED, HIRED, OR LEASED, BUT EXCLUDING EQUIPMENT AND TOOLS LOST OR DAMAGED IN ACCORDANCE WITH ARTICLE 16.7) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

(ii) PURCHASER AGREES TO INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SUFFERED BY ANY MEMBER OF PURCHASER GROUP, OR FOR DAMAGE TO OR LOSS OF ANY PROPERTY OF ANY MEMBER OF PURCHASER GROUP (WHETHER OWNED, HIRED, OR LEASED, AND INCLUDING THE PRODUCTS AFTER DELIVERY, THE SITE, AND ANY FACILITIES OR PROPERTY THEREON), ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

14.12 (i) SELLER AGREES TO INDEMNIFY PURCHASER GROUP FROM AND AGAINST ANY RIGHTFUL THIRD PARTY CLAIMS ON ACCOUNT OF PERSONAL INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENCE OF SELLER GROUP IN CONNECTION WITH PERFORMANCE OF THE ACTIVITIES UNDER THIS CONTRACT.

(ii) PURCHASER AGREES TO INDEMNIFY SELLER GROUP FROM AND AGAINST ANY RIGHTFUL THIRD PARTY CLAIMS ON ACCOUNT OF PERSONAL INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENCE OF PURCHASER GROUP IN CONNECTION WITH THE ACTIVITIES PERFORMED UNDER THIS CONTRACT.

(iii) IN THE EVENT THE INJURY OR DAMAGE TO THIRD PARTIES IS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES OR THEIR RESPECTIVE GROUPS, EACH PARTY SHALL BEAR SUCH INJURY OR DAMAGE PROPORTIONALLY TO ITS GROUP'S NEGLIGENCE.

14.13 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE CONTRACT, PURCHASER ASSUMES SOLE RESPONSIBILITY FOR AND SHALL INDEMNIFY THE SELLER GROUP (TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW) FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO: (i) POLLUTION OR CONTAMINATION OF ANY KIND INCLUDING,

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14.14. EXCEPT ONLY FOR SELLER'S OBLIGATIONS IN ARTICLES 8.1, 15, 16.1(i), AND 11.2 (TO THE EXTENT OF FINES AND PENALTIES IMPOSED BY A GOVERNMENT AUTHORITY AS A RESULT OF SELLER'S VIOLATION OF APPLICABLE LAWS), SELLER GROUP'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, REGARDLESS OF CAUSE OR ACTION, ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED: (i) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE, OR FROM THE USE OR FAILURE TO USE PRODUCTS OR EQUIPMENT, THE CONTRACT PRICE ALLOCABLE TO THE SERVICES GIVING RISE TO THE CLAIM, AND (ii) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE SERVICES, PURSUANT TO THE CONTRACT, ALL SELLER GROUP'S LIABILITIES SHALL TERMINATE AT THE END OF THE RELEVANT WARRANTY PERIOD, EXCEPT FOR CLAIMS THAT HAVE BEEN TIMELY COMMENCED BY PURCHASER IN ACCORDANCE WITH THE CONTRACT. PURCHASER SHALL INDEMNIFY SELLER GROUP FROM ANY CLAIMS THAT EXCEED THE LIMITATION OF LIABILITY SET FORTH IN THIS ARTICLE 16.4, REGARDLESS OF CAUSE OR ACTION.

14.15. IN THE EVENT PURCHASER ASSIGNS OR NOVATES THE CONTRACT, IN WHOLE OR IN PART, SUCH ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS OF THIS CONTRACT, AND PURCHASER HEREBY WAIVES ANY RIGHT TO CLAIM, WHETHER IN TORT, AT LAW OR OTHERWISE, FOR DAMAGES OR LIABILITIES OF ANY KIND IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT.

14.16. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT ONLY TO THE EXTENT OF ANY PREDETERMINED TERMINATION FEES DUE TO SELLER UNDER THE CONTRACT, SELLER SHALL INDEMNIFY PURCHASER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF SELLER GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION; AND PURCHASER SHALL INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF PURCHASER GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

14.17. PURCHASER SHALL INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS, ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO THE TRANSPORTATION, STORAGE, TREATMENT, DISPOSAL, OR HANDLING OF HAZARDOUS MATERIALS, CUTTINGS, OR WASTE RELATED TO OR ARISING FROM THE PERFORMANCE OF SERVICES AT PURCHASER GROUP SITES, INCLUDING, WITHOUT LIMITATION, CONTAMINATION OF, OR ADVERSE EFFECTS ON THE ENVIRONMENT OR ANY FORM OF PROPERTY, OR ANY VIOLATION OR ALLEGED VIOLATION OF STATUTES, ORDINANCES, LAWS, ORDERS, RULES, AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, ALL CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. §§ 9601 ET SEQ., OR OTHER APPLICABLE STATUTES OR REGULATIONS), REGARDLESS OF CAUSE OR ACTION.

14.18. In the event this Contract is subject to the indemnity or release limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), each party covenants and agrees to support their indemnity obligations in this Article 16 by carrying liability insurance (or qualified self-insurance) in an amount not less than U.S. \$10,000,000.00 for the benefit of the other party as indemnitee.

17. U.S. GOVERNMENT CONTRACTS

This Article 27 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government. Purchaser agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Purchaser agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 27 shall be the one in effect on the effective date of this Contract.



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NOTICE: The parties agree that unless a master service agreement applies, any provision by Seller of Products or Services to company is subject to the NuCubes Solutions LLC General Terms & Conditions for Sale of Products and Services, which (i) are incorporated herein by reference, (ii) are available at: NuCubesolutions.com/Resources and (iii) include, without limitation, the clauses reproduced below.

DEFINITIONS

Claim(s) means all claims, demands,

DEFINITIONS

Indemnification means (a) any special or punitive exemplary incidental, indirect or consequential damages or losses under Applicable Law and (ii) any legal, delay or interest charges, profits, attorneys' fees, costs or expenses, whether or not recoverable, incurred by the indemnitee, (b) any loss of or damage to, or destruction of, equipment, tools, machinery, vehicles, inventory, or other property, whether or not recoverable, (c) any loss of or damage to, or destruction of, equipment, tools, machinery, vehicles, inventory, or other property, whether or not recoverable, (d) any loss of or damage to, or destruction of, equipment, tools, machinery, vehicles, inventory, or other property, whether or not recoverable, (e) any loss of or damage to, or destruction of, equipment, tools, machinery, vehicles, inventory, or other property, whether or not recoverable, and (f) any loss of or damage to, or destruction of, equipment, tools, machinery, vehicles, inventory, or other property, whether or not recoverable, (g) any loss of or damage to, or destruction of, equipment, tools, machinery, vehicles, inventory, or other property, whether or not recoverable, and (h) any loss of or damage to, or destruction of, equipment, tools, machinery, vehicles, inventory, or other property, whether or not recoverable.

Products" means all equipment means all equipment

[illegible]

4. WARRANTY

1.1. Subject to the limitations set forth in the Contract and this Article 4, Seller warrants to Purchaser that: (i) the Products shall be Delivered free from defects in title and shall conform to Seller's published specifications or the specifications or the specifications agreed to in writing by Seller and (ii) the Services shall be performed in a competent and diligent manner and shall conform to the material aspects of any specifications agreed to in writing by Seller. No warranty is extended to Products used with components that are not manufactured or approved by Seller.

[illegible]

4.7 Unless otherwise stated in the Contract, the warranty period ("Warranty Period") shall be as follows: (i) In the case of Products, 30 days from shipment from Seller's facility; (ii) in the case of Services, prior to Seller's discontinuance from the Site. The warranty period for re-sized, replaced, or re-performed Products or Services shall be for the remainder of the original Warranty Period.

[illegible]

4.9 Seller shall not be liable for assessing, removing, or decontaminating radioactive Products or for replacement Products or for any costs, damages, or losses incurred in connection with any of the above operations. Seller shall be responsible to transport radioactive Products only in and from the original Delivery point. Purchaser shall be responsible for all customs formalities, costs, and taxes connected with the import of radioactive Products and for the export of replacement Products. Seller or its parent or affiliated companies shall be responsible for the export of replacement Products.

4.11 THE REMEDIES SET FORTH IN ARTICLE 4 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF DEFECT OR NON-CONFORMITY IN THE PRODUCTS OR NON-CONFORMANCE WITH ANY WARRANTY, GUARANTEE, OR STATUTORY WARRANTY SET FORTH IN ARTICLE 4 ARE EXCLUSIVE, REGARDLESS OF WHEN THE FAILURE, DEFECT OR NON-CONFORMANCE OCCURRED, REGARDLESS OF CAUSE OF ACTION, AND REGARDLESS OF THE TYPE OF CLAIM, DAMAGES, AND GUARANTEES, WHETHER WRITTEN ORAL, IMPLIED OR STATUTORY, THAT MAY BE ASSERTED. THIS ARTICLE SHALL APPLY.

7 PAYMENT

7.1 Purchaser shall pay to Seller all invoiced amounts without any set-off and in the currency agreed in the Contract. If nothing is agreed in the Contract, payment shall be made in the currency set forth in the Contract. If any shall be as set forth in the Contract.

[illegible]

INDEMNITY LIMITATION OF LIABILITY, AND INSURANCE

14. The provisions of Article 16 shall apply to the maximum extent permitted by Applicable Law and, unless otherwise expressly stated, prevail over any conflicting laws.

(iii) PURCHASER AGREES TO INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SUFFERED BY ANY MEMBER OF PURCHASER GROUP, OR FOR DAMAGE TO OR LOSS OF ANY REAL ESTATE, PERSONAL PROPERTY, OR OTHER ASSETS, INCLUDING THE LIFE, LIMB, OR HEATH OF ANY INDIVIDUAL, INCURRED BY ANY MEMBER OF PURCHASER GROUP, OR FOR DAMAGE TO OR LOSS OF ANY FACILITIES OR PROPERTY THEREON, CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OF ANY MEMBER OF PURCHASER GROUP, REGARDLESS OF CAUSE OR CONTRIBUTION, AND REGARDLESS OF WHETHER SUCH CLAIMS ARE ASSERTED AGAINST ANY MEMBER OF PURCHASER GROUP.

THE LOSS OF ANY PROPERTY OF ANY MEMBER OF PURCHASER GROUP, WHETHER BY NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION, SHALL BE COVERED BY THE LOSS OF ANY PROPERTY OF ANY MEMBER OF PURCHASER GROUP, WHETHER BY NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

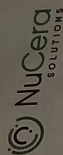
14.12 (ii) SELLER AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS AND REIMBURSE BUYER FROM AND AGAINST ANY RIGHTFUL THIRD PARTY CLAIMS ON ACCOUNT OF PERSONAL INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENCE OF SELLER GROUP IN CONNECTION WITH PERFORMANCE OF THE ACTIVITIES UNDER THIS CONTRACT.

(ii) THE PURCHASER AGREES TO INDEMNIFY SELLER AND/OR THE GROUPS OF SELLER FROM AND AGAINST ALL LOSS, DAMAGES, COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY SELLER OR THE GROUPS OF SELLER IN CONNECTION WITH THE ENFORCEMENT OF THIS CONTRACT.

(iii) THE PURCHASER SHALL BE RESPONSIBLE FOR THE INDEMNIFICATION OF SELLER AND/OR THE GROUPS OF SELLER FROM AND AGAINST ALL LOSS, DAMAGES, COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY SELLER OR THE GROUPS OF SELLER IN CONNECTION WITH THE ENFORCEMENT OF THIS CONTRACT.

(iii) IN THE EVENT THE INJURY OR DAMAGE TO THIRD PARTIES CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES OR THEIR RESPECTIVE GROUPS, EACH PARTY SHALL BEAR SUCH INJURY OR DAMAGE EQUALLY.

14.13 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE CONTRACT, PURCHASER ASSUMES SOLE RESPONSIBILITY FOR AND SHALL INDEMNIFY THE SELLER GROUP (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO: (i) POLLUTION OR CONTAMINATION OF ANY KIND INCLUDING DAMAGE PROPORTIONALITY (U.S. GROUP, 3/1/2020) -



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WITHOUT LIMITATION, THE COST OF CONTROL, REMOVAL, CLEAN-UP, AND REMEDIATION, OR (ii) DAMAGE TO, OR ESCAPE OF ANY SUBSTANCE FROM ANY VESSEL, OR FROM ANY OTHER SOURCE, IN CONNECTION WITH THE CONTRACT. THE ABOVE INDEMNITY APPLIES REGARDLESS OF CAUSE OR ACTION.

[illegible]

14.15 IN THE EVENT PURCHASER ASSIGNS OR NOVATES THE CONTRACT, IN WHOLE OR IN PART, SUCH ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS AND CONDITIONS AS PURCHASER. PURCHASER'S ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS AND CONDITIONS AS PURCHASER IN THE EVENT OF ANY ASSIGNMENT OR NOVATION OF THE CONTRACT, IN WHOLE OR IN PART, REGARDLESS OF CAUSE OR ACTION.

14.16 NOTWITHSTANDING ANYTHING TO THE CONTRARY, PURCHASER HEREBY WAIVES ANY RIGHT TO CLAIM, WHETHER IN TORT, AT LAW OR OTHERWISE, FOR DAMAGES OR LIABILITIES OF ANY KIND IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT.

MAKING ANY THING TO THE CONTRARY, AND EXCEPT ONLY TO THE EXTENT OF ANY PRETERMINED TERMINATION FEES DUE TO SELLER UNDER THE CONTRACT, SELLER SHALL INDEMNIFY PURCHASER AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF SELLER GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OF ACTION, AND PURCHASER SHALL INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF PURCHASER GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OF ACTION.

[illegible]

14.18 In the event this Contract is subject to the indemnity or release limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), each party covenants and agrees to support their indemnity obligations in this Article 16 by carrying liability insurance (or qualified self-insurance) in an amount not less than U.S. \$10,000,000 for the benefit of the other party as indemnitee.

17. U.S. GOVERNMENT CONTRACTS

This Article 27 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government. Purchaser agrees that all Products and Services provided by Seller must meet the following terms and conditions in addition to those stated in the contract. To use under the Buy American Act, Trade Agreements Act, and other mandated preference requirements are applicable to this Contract, the origin of Products in this Contract shall be the United States of America. Purchaser agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (41 USC 252.222-4). The version of any applicable FAR clause listed in Article 27 shall be the one in effect as of the effective date of this Contract.



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Total Gross Weight: 3,228.22 KG 7,117.00 LB
Total Net Weight: 2,880.00 KG 6,349.31 LB

TENDER NOTES / TO: TONYA JONES
EMAIL: TONYA.JONES@UNILEVER.COM / PH: 910.725.9099 (CELL)

CARGO PICKUP ADDRESS:
NUCERA SOLUTIONS LLC
601 S. 5TH STREET
BARNSDALL, OK 74002
MATTHEW - PH: 918.847.3286

- COA MUST ACCOMPANY SHIPMENT