

TARIFF STB LYLO 300-A

**NAMING
GENERAL RULES, TERMS, CONDITIONS
AND LOCAL FREIGHT RATES
FOR**

**MOTOR/WATER TRANSPORTATION
FREIGHT, ALL KINDS**

**FROM
SEATTLE, WASHINGTON
TO
ANCHORAGE, ALASKA**

ISSUED BY:

LYNDEN LOGISTICS SERVICES, INC.
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DOT 450475 / MC 243593

TABLE OF CONTENTS

Subject	Item No.	Page
Abbreviations / Reference Marks	-	4
Application / Identification of Tariff	100	5
Application of Rates / General	120	5
Application of Rates / Estimated Freight Charges	140	5
Bill of Lading (Carrier's)	200	6 - 12
Bills of Lading – No "Negotiable" Bills of Lading	220	13
Bills of Lading – Freight Bills Involving a Change in Collection Status	240	13
Bills of Lading – Other than Carrier's	260	13
Cargo Insurance	590	17
Carrier's Lien	320	14
Changes to Tariff	400	15
Charges – Advancing Charges / Extension of Credit	300	13
Charges – Carrier's Lien	320	14
Charges – Customs / In-Bond Shipments	330, 420	14, 15
Charges – Fuel Surcharge	340, 2100	14, 29
Charges – Inaccurate / Incomplete Information	350, 580	14, 17
Charges – No COD Shipments	360	14
Charges – Over-dimension goods (heavy, bulky, long, etc.)	370	14
Charges – Placement/Pickup/Delivery	380	15
Customs or In Bond Shipments	420	15
Declaration of Higher Value (Ad Valorem)	440	15
Effective Date	500	15
Equipment Specifications	520	15
Excess Valuation, Declaration of (Ad Valorem)	440	15
Explosives	540	16
Freight Rates	2000	29
Fuel Surcharge	2100	29
Hazardous Goods, Transportation of	540	16
Hazardous Materials, Disposal of	550	17
Hazardous Waste, Transportation of	560	17
Household Goods, Transportation of	570	17
Inaccurate / Incomplete Information	580	17
Insurance	590	17
Labor Charges	800	20
Lien (Carrier's)	320	14

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

Subject	Item No.	Page No.
Loading – Container Loading	600	18
Loading – Platform/Chassis Loading	620	18
Loading – Platforms/Containers Improperly Loaded	640	18
Loading – Weight and Billing	660	18
Loss/Damage Claims, Conditions Precedent	1000	22
Loss/Damage Claims, Filing / Receipt by Carrier	1020	23 - 24
Loss/Damage Claims, Investigation of	1030	24
Loss/Damage Claims, Settlement/Disposition	1040	25
Loss/Damage Claims, Processing of Salvage/Disposal	1050	25
Overcharge Claims, Conditions Precedent	1100	26
Overcharge Claims, Filing of	1120	26
Overcharge Claims, Information/Documentation	1130	26
Overcharge Claims, Processing/Investigation	1140	27
Overcharge Claims, Records of	1150	27
Overcharge Claims, Settlement/Disposition	1160	27
Overflow (Shipments Exceeding Capacity of a Container)	760	20
Participating Carriers	-	4
Payment of Freight – Credit Terms	700	19
Release of Goods to Other than Consignee	720	19
Returned, Undelivered Shipments	740	19
Shipments Exceeding Capacity (Overflow)	760	20
Shipments Tendered on Shipper-Furnished Equipment	780	20
Special Services	800	20
Storage in Transit	850	20
Tariff Changes	400	15
Undelivered Shipments	740	19
Unidentified Payments	1200	28
Valuation, Declaration of Higher Value (Ad Valorem)	440	15
Water Transportation, Clause Paramount	900	20
Water Transportation, On/Under Deck Authorized	920	20
Water Transportation, New Jason/General Average Clause	940	21
Water Transportation, Both to Blame Clause	950	21
Water Transportation, Subject to Rules of Coast Guard	960	21

DEFINITIONS

"Carrier" refers to **LYNDEN LOGISTICS SERVICES, INC.**

"Consignee" refers to the entity/person identified by Shipper and agreed by Carrier to receive the goods.

"Goods" refers to those items of personal property with respect to which Carrier has been requested to or does perform services, including all packing and packaging of the goods as well as all other items or materials associated with the goods, including, without limitation, crates, cradles, pallets, tanks, platforms and containers. The term "goods" shall be synonymous with the "cargo," "cargoes," "pieces," "packages," "commodities" and "personal property" of Shipper, tendered or to be tendered for transportation.

"Entity" refers to all forms of business entities as well as to natural persons.

"Load" refers to all goods of Shipper in/on a single container, flatrack, platform, trailer, etc.

"Shipper" refers to the entity engaging Carrier with respect to the goods as well as the owner(s), Consignor, Consignee and all others who may have right of claim by, through or with respect to the goods.

"Shipment" refers to all goods identified on a singularly numbered Bill of Lading or Air Waybill, as applicable (but which Bill of Lading or Air Waybill may contain multiple parts).

ABBREVIATIONS

AQ	any quantity
CL	containerload
CWT	hundred weight
Lbs.	pounds
LCL	less than containerload
Max.	maximum
Min.	minimum
(N)	northbound
(S)	southbound
SLC	Shipper loaded container

RULES, TERMS AND CONDITIONS

	ITEM NO.
<p><u>APPLICATION / IDENTIFICATION OF TARIFF</u></p> <p>This is Carrier's Surface Transportation Board Tariff, STB LYLO 300-A; the issue and effective dates are given on the first page, above, and in the footer of each page.</p> <p>This Tariff cancels and replaces all prior STB tariffs of Carrier, including STB LYLO 300.</p>	100
<p><u>APPLICATION OF RATES / GENERAL</u></p> <p>(1) Except as otherwise provided herein, rates in this Tariff applies to the transportation of all goods, general commodities and like personal property via Carrier's scheduled voyages/routes between Seattle, Washington and Anchorage, Alaska.</p> <p>(2) Carrier reserves the right to utilize alternate modes and routes and/or subcontractors.</p> <p>(3) Except as otherwise provided herein, rates apply via water, motor or a combination of motor-water routes, at Carrier's discretion.</p> <p>(4) Goods to or from ports/places named herein will be accepted only with Carrier's advance consent and agreement to transport the same, and shall be handled direct only when Carrier feels the quantity offered is sufficient to justify the expense of the call.</p> <p>(5) Goods must be delivered by Shipper at its expense to Carrier's nominated terminal in Seattle, Washington, for transportation hereunder to Anchorage, Alaska.</p> <p>(6) All goods will be delivered by Shipper and/or loaded to containers under its load and count, and will move in containers and at containerload (CL) rates only. Unless otherwise specifically agreed in advance by Carrier, less than containerload (LTC) quantities will not be accepted.</p>	120
<p><u>APPLICATION OF RATES / ESTIMATED FREIGHT CHARGES</u></p> <p>Upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight and other charges applicable to any given shipment moved or to be moved under the provisions of this Tariff. The estimate will be given on the basis of the effectively published Tariff provisions according to the particulars as to the goods and facts concerning the shipment which have been made known to Carrier. Estimates are furnished as a convenience to the shipping public, and represent nothing more than an approximation of freight charges, which is not binding upon either party.</p>	140

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

BILL OF LADING (CARRIER'S)

200

The front page and full terms and conditions of Carrier's Bill of Lading, set forth below, shall be applicable to all goods received and/or transported by Carrier unless otherwise specifically agreed between Shipper and Carrier in writing, and the individual terms and conditions of Carrier's Bill of Lading are fully incorporated into this Tariff.

Upon Shipper's tender of any goods to Carrier or otherwise requesting any transportation services, Shipper agrees that Carrier's Bill of Lading, including the terms and conditions below, shall be deemed issued to and agreed by Shipper.

BILL OF LADING – FRONT PAGE

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

BILL OF LADING – TERMS AND CONDITIONS

200
(continued)

1. DEFINITIONS.

- a. "Carrier" refers to the Lynden entity engaged by Shipper to provide transportation services with respect to the goods. For a list and description of the various Lynden entities, please visit our website at: WWW.LYNDEN.COM.
- b. "Consignee" refers to the entity identified by Shipper and agreed by Carrier as the entity to receive the goods.
- c. "Goods" refers to those items of goods, cargoes, commodities and other personal property with respect to which Carrier has been requested to or does perform transportation services, including all items and materials associated with the goods, such as any boxes, crates, cradles, pallets, tanks, platforms, flatracks and/or containers.
- d. "Entity" refers to all forms of business entities as well as to natural persons.
- e. "Load" refers to all goods of Shipper in/on a single container, flatrack, platform, trailer, etc.
- f. "Shipper" refers to the entity engaging Carrier with respect to the goods as well as the owner(s), consignor, consignee and all others who may have right of claim by, through or with respect to the goods.
- g. "Shipment" refers to all goods identified on a singularly numbered bill of lading or air waybill, as applicable (but which bill of lading or air waybill may contain multiple parts).
- h. "Package," for purposes of COGSA and as otherwise applicable herein, shall mean: i) the entire contents (including all individual packages, boxes and crates and all Goods contained in each such package, box or crate) of a shipping device in the case of goods transported by Carrier in or on a shipping device defined as including, but not limited to, containers, vans, trailers (of all kinds), tanks, platforms or flatracks; or ii) the entire content of a unitized lift in the case of goods bundled, strapped or otherwise secured together and forming a unit transported by Carrier and not otherwise loaded in or on a shipping device; or iii) any individual unit of cargo including machinery, equipment and other items transported as a single unit without further consolidation; or iv) in the case of bulk goods or goods not otherwise defined herein, the totality of goods identified on a singularly numbered bill of lading issued by Carrier. Notwithstanding the foregoing, in the event that Carrier consolidates goods from different customers into/onto a shipping device or as a portion of a unitized lift, for Carrier's benefit and not at the direction of Shipper, the "package" definition in subsections (i) and (ii) above shall be modified such that content is defined as that portion of the content being transported for Shipper.

2. FREIGHT AND OTHER 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, bill of lading, air waybill and/or tariff, and invoicing, as applicable. Freight, storage and other charges 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.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

- 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.
- d. Lien. Shipper, including and on behalf of all entities falling within the definition of that term above, agrees that Carrier shall be entitled to a security interest in and lien upon all present and future goods and personal property of Shipper, including without limitation all goods of Shipper tendered for transportation and/or 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, with such security interest and lien to survive delivery and otherwise remain until all amounts due have been paid to Carrier in full. Shipper authorizes Carrier to file financing statements and agrees that Carrier may exercise all rights available hereunder, at law and/or in equity for and in furtherance of the same, including store and/or sell such goods, at the risk and expense of Shipper, unless and until all such amounts have been paid to Carrier.
3. INFORMATION FROM SHIPPER. Shipper warrants the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which Carrier shall rely. Shipper shall reimburse Carrier for any loss or expense (including additional charges) resulting from any such inaccurate or incomplete information, instructions or particulars.
4. HAZARDOUS GOODS. Shipper must identify to Carrier in writing prior to shipment any goods which require specialized handling or are dangerous or hazardous, and Carrier must specifically agree in writing to transport the same. In such an event, Shipper shall provide complete and accurate handling instructions and information, including relevant safety procedures, and shall be responsible for the completion of all documentation required and otherwise for compliance with applicable regulations and laws relating to the goods and/or their transportation. Should, in Carrier's opinion, any goods create a risk of harm to persons or property and/or make the transportation impractical, Carrier may discharge, store and/or dispose of any or all such goods at Shipper's sole risk and expense.
5. REFRIGERATED, PERISHABLE AND VALUABLE GOODS. Shipper must identify to Carrier in writing prior to shipment any perishable, temperature controlled, keep from freezing, chilled or frozen goods, and Carrier must specifically agree to transport the same. In such an event, Shipper shall identify in writing to Carrier the nature of the goods and the specialty conditions, temperature, humidity, etc. under which they are to be transported and shall also be responsible for tendering the goods to Carrier with a uniform core temperature below that at which the goods are to be transported. Carrier shall not be responsible for freezing down or reducing the core temperature of goods but, rather, only for maintaining an ambient temperature in the relevant conveyance such that the core temperature of such goods remains within ten (10) degrees Fahrenheit of the temperature at which such goods were tendered to Carrier. Carrier shall not be responsible for stains, discolorations, holes, chafing, breakage or splitting of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value. Shipper shall not tender for transportation any live animals without prior notice and Carrier's express consent.
6. TENDER OF GOODS. Shipper shall be responsible for tendering the goods to Carrier at the time and place identified, with all such goods to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of storage and transportation, including without limitation transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements, if applicable.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

7. ROUTES, METHODS, ETC. Carrier shall perform with due diligence but does not warrant or guarantee any particular speeds or departure/arrival dates/times. Carrier shall have liberty with respect to the selection of conveyances, routes, procedures, modes and methods of transportation. Carrier shall not be responsible for any delay, inability to perform or failure to perform caused by events beyond its direct and reasonable ability to control, including without limitation, ice or other conditions preventing or delaying a vessel in reaching a loading or discharge berth, loading/unloading of cargo, or departure of a vessel. In the event of such a hindrance or delay, Carrier shall, if feasible, notify Shipper and request instructions, or if insufficient time exists or instructions are not provided shall, at Shipper's risk and expense, make alternate arrangements including deviation and/or storage in-transit as it deems reasonable under the circumstances.
8. LIBERTIES. Carrier shall be at liberty to call at any port/place to replenish fuel, oil, stores or other necessaries and/or make repairs. Carrier may deviate in attempt to save life or property, and with respect thereto may leave the cargoes in a position believed safe. Carrier may select any route, speed, transportation arrangement believed reasonable under the circumstances, including tandem barge towage if by water. In the event of accident, danger, damage, disaster or other event occurring after departure on any voyage or trip which, in the opinion of Carrier, prevents or may prevent the safe completion of such, Carrier may discharge, unload and/or store cargoes at Shipper's risk and expense.
9. IN-TRANSIT STORAGE. Upon Shipper's construction or with its consent, Carrier may store goods in-transit. Upon notice to and approval from Carrier (which shall not be unreasonably withheld), Shipper shall be given access to goods stored in-transit during normal business hours for the facility, provided that Shipper is accompanied by a representative of Carrier and an additional access charge may apply. All storage of the goods shall be deemed in-transit and subject to these terms and conditions unless agreed otherwise by Carrier in writing, including through Carrier's issuance of a warehouse receipt.
10. DELIVERY OF GOODS. Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified by Shipper and agreed by Carrier. Consignee shall be obligated to receive and take the goods as promptly as they can be discharged/unloaded from the conveyance, with such discharge/unloading to be at Shipper's risk and expense. Goods received and taken by Consignee, tendered to Consignee and refused or otherwise not received and taken, seized by government authority and/or under legal process, which cannot be delivered because of Shipper's act, fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not promptly been received and taken, shall nonetheless be deemed fully delivered to Consignee and Carrier's responsibility with respect to such goods and this agreement shall thereupon cease. Any actions taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent and at Shipper's risk and expense.
11. INTERNATIONAL TRANSPORTATION BY AIR. In the event of international transportation by air, the Montreal Convention may be applicable. In such an event, the transportation by air shall be subject to said Convention and Carrier's liability for loss/damage to the goods shall be limited in accordance with said Convention, which shall override anything herein to the extent of any conflict. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at WWW.LYNDEN.COM, for more information as to international transportation by air.
12. TRANSPORTATION BY WATER. In the event of transportation by water, domestic or international to/from the United States, the U.S. Carriage of Goods By Sea Act (COGSA) shall be incorporated herein and applicable at all times the goods are in Carrier's custody, care and/or control, including before loading to the vessel, through transportation, after discharge and until delivery. In addition, for transportation by water, Shipper hereby authorizes transportation on deck and/or by unmanned barge, and acknowledges that New Jason/General Average and Both to Blame clauses shall be applicable and incorporated herein. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at WWW.LYNDEN.COM, for more information as to transportation by water.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

13. LOSS/DAMAGE TO GOODS. Carrier's liability with respect to the goods, and/or Shipper, Consignee and/or any other person or entity claiming by, through or with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be only as follows:
- a. Exceptions. Carrier shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent authority; fire, unless caused by the actual fault or privity of Carrier; pandemic, epidemic and/or quarantine; act or omission of Shipper, its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice or latent defect of the goods; improper and/or insufficient packing, securing, packaging, marking or addressing; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; or any other cause or event arising without the actual fault and privity of Carrier.
 - b. Consequential Damages. Carrier shall not be liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including without limitation any claim for loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from negligence, breach or otherwise, and/or whether such may have been foreseeable.
 - c. Limitation of Liability and Option to Declare Higher Value. Subject to section 11 (international transportation by air) and section 12 (transportation by water), above, as applicable, Carrier's liability with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the valuation applicable to Carrier identified directly below:

ALASKA MARINE LINES, INC. : \$500 per package/cfu under COGSA

However, in some cases Alaska Marine Lines, Inc. has accepted certain extended liability for cargo loss or damage as outlined in its tariffs. Such tariff provisions shall supersede this Bill of Lading when in conflict, but only to the extent of such conflict.

ALASKA MARINE TRUCKING, LLC : \$.50 (fifty cents) per pound.

ALASKA WEST EXPRESS, INC. : \$.10 (ten cents) per pound.

LTI, INC. : \$.10 (ten cents) per pound.

LYNDEN AIR CARGO, LLC : \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.

LYNDEN AIR CARGO (PNG) LTD. : \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.

LYNDEN LOGISTICS, INC.
(FKA LYNDEN INTERNATIONAL) : \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.

LYNDEN LOGISTICS SERVICES, INC. : \$.10 (ten cents) per pound.

LYNDEN TRANSPORT, INC. : \$20 (twenty dollars) per pound, up to a maximum of \$200,000 per load.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

All amounts above are in US dollars. Notwithstanding the foregoing, for goods originating in Canada and transported by motor Carrier, Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or CAN \$2.00 per pound, up to a maximum of US \$200,000 per load.

However, if Shipper has declared in writing to Carrier a valuation for the goods which is higher than the foregoing amount, and Carrier has agreed to carry the goods at the higher valuation so declared, then Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the higher valuation so declared and agreed, with Shipper to pay increased freight charges for any such declaration as set forth in Carrier's applicable rate tariff and/or other schedule of charges.

Carrier shall not be liable to Shipper or any other claiming by, through or with respect to the goods, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth herein, and Shipper agrees to indemnify and hold Carrier harmless (including legal fees and litigation costs) from and against any other or further loss, damage, expense, liability, claim, fine, penalty and/or suit arising out of or in any fashion whatsoever relating to the goods or their transportation.

- d. Delivery and Inspection. Delivery of the goods without written notification of damage on the bill of lading, way bill or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when initially received by Carrier.
- e. Claims. As a condition precedent to any recovery against Carrier:
1. The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier;
 2. In the event of any loss or damage not ascertainable at delivery, written notice must be given to Carrier within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, after which time and with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier;
 3. In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, or from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier;
 4. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof;
 5. Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within ninety (90) days, for U.S. domestic air transportation, or otherwise within nine (9) months of delivery, from the date on which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later;
 6. Suit against Carrier must be filed within one (1) year for transportation by water, under COGSA, within one (1) year for U.S. domestic air transportation, or otherwise within two (2) years, from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later; and
 7. There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

14. SUBCONTRACTING. Carrier shall be entitled to subcontract on any terms and/or conditions the whole or any part of the transportation services, including without limitation to its affiliated entities, with all such subcontractors entitled to the same limitations upon, and exemptions and defenses to, liability granted to Carrier hereunder, at law or otherwise.
15. EXTENSION OF BENEFITS. All limitations upon, and exceptions and defenses to, liability granted to Carrier hereunder, or at law or otherwise shall be automatically extended to all parent, subsidiary and/or affiliated entities of Carrier (including its and their respective owners, directors, officers, employees and agents) and to all vessels, vehicles, aircraft, conveyances, carriers, contractors, subcontractors, stevedores, managers, agents and all other persons/entities and equipment utilized and/or providing any services whatsoever with respect to the goods or their transportation.
16. BILLS OF LADING, AIR WAYBILLS, RECEIPTS, ETC. Bills of lading, air waybills, receipts, etc. may be signed by the respective agents and representatives of the parties, including in counterparts and/or by electronic means; upon Shipper's consent, verbal or otherwise, Carrier may complete and/or sign for and on behalf of Shipper, as its authorized agent for such limited purposes.
17. INTEGRATION, MODIFICATION AND CONSTRUCTION. Upon tender of goods to Carrier, Shipper shall be deemed to have consented and agreed to these terms and conditions, which shall be applicable to all services provided by Carrier and supersede any bill of lading, air waybill, receipt or other document from any entity other than Carrier, including any such document from Shipper. These terms and conditions shall not be modified except through a writing signed by an authorized representative of Shipper and the executive officer of Carrier; no other agent, employee or representative of Carrier has authority to alter, modify or waive these terms and conditions. These terms and conditions, along with Carrier's applicable schedule(s) and tariff(s), available at WWW.LYNDEN.COM, incorporated herein by reference as applicable, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, regarding the goods or their transportation, written and oral. This agreement shall be construed neutrally, and as the mutual assent of both parties, rather than for or against a party. The headings used herein are for convenience of reference only.
18. GOVERNING LAW, DISPUTE RESOLUTION, IMMUNITY, AND LEGAL FEES. The general maritime law and federal transportation related laws of the United States shall govern this agreement to the extent applicable, and otherwise the laws of the State of Washington shall govern. Any dispute relating to this agreement, the goods and/or their transportation shall be resolved through litigation in the state or federal court in Seattle, Washington, with the parties consenting to its personal jurisdiction and the applicability and convenience of said venue, and Shipper expressly waives any sovereign immunity from suit rights it may possess and agrees not to assert sovereign immunity for any purpose relating thereto or thereto. Unless specifically prohibited by law, the substantially prevailing party in any such litigation shall be entitled to recover its reasonable legal fees and litigation costs.

BILL OF LADING END

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p><u>BILLS OF LADING – NO "NEGOTIABLE" / ORDER BILLS OF LADING</u></p> <p>Carrier's Bill of Lading is Non-Negotiable.</p> <p>Shipments moving on any order or negotiable bill of lading will not be accepted.</p>	220
<p><u>BILLS OF LADING – FREIGHT BILLS INVOLVING A CHANGE IN COLLECTION STATUS</u></p> <p>Bills of Lading or freight bills edited by, or other written instructions from, Shipper requesting a change in collection status from "prepaid" to "collect" will not be accepted unless credit has been expressly approved by Carrier's credit department in advance and in writing.</p> <p>Notwithstanding the foregoing, bills of lading or freight bills edited by, or other written instructions from, Shipper requesting such a change in collection status will not be accepted under any circumstances once goods have been delivered.</p>	240
<p><u>BILLS OF LADING – OTHER THAN CARRIER'S</u></p> <p>When Carrier signs any bill of lading or document other than Carrier's bill of lading, Carrier shall be acknowledging the shipment ONLY and shall not be accepting the terms or conditions of said bill of lading or any such other document. When a shipment is received on a bill of lading or document other than Carrier's, all contract terms and conditions for carriage, as stated herein, shall remain applicable.</p>	260
<p><u>CHARGES - ADVANCING CHARGES / EXTENSION OF CREDIT</u></p> <p>No costs, charges or expenses which are for Shipper's account will be advanced by Carrier without Carrier's advance consent. Carrier may advance amounts incidental to the transportation which are incurred by Carrier but which were not known or contemplated by Carrier prior to commencement of services. Shipper shall be invoiced and obligated to promptly reimburse Carrier for any such advances.</p>	300

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p>CHARGES – CARRIER’S LIEN</p> <p>Carrier shall have a lien upon all goods transported, which lien shall survive delivery, to secure payment of sums due Carrier. Further, Shipper grants Carrier a consensual lien and security interest upon all Shipper's personal property subsequently in the possession of Carrier to secure payment of sums due. Carrier may execute financing statements for the same and/or otherwise assert such lien rights at any time amounts are due Carrier, including withholding delivery and/or store the goods itself and/or with a third party until full payment is made, and/or sell, publicly or privately, and/or dispose of any such goods, if payment is not made, in accordance with applicable law; in the event of sale, proceeds shall be first applied to all costs of sale, then to sums due Carrier, with the balance, if any, to be paid to Shipper.</p>	320
<p>CHARGES – CUSTOMS OR IN-BOND SHIPMENTS</p> <p>See Item 420 below.</p>	330
<p>CHARGES - FUEL SURCHARGE</p> <p>See Item 2100 below.</p>	340
<p><u>CHARGES – INACCURATE / INCOMPLETE INFORMATION</u></p> <p>See Item 580 below.</p>	350
<p><u>CHARGES – NO C.O.D. SHIPMENTS</u></p> <p>Collect on delivery (C.O.D.) shipments will not be accepted.</p>	360
<p><u>CHARGES - OVERDIMENSION GOODS (HEAVY, BULKY, LONG, ETC.)</u></p> <p>Rates named herein apply only to single pieces/packages or combined pieces/packages loaded to a single standard 40'x8'x8' container weighing less than 50,000 pounds. Single pieces/packages or combined pieces/packages loaded to a single container which are over said size and/or which weigh 50,000 pounds or more may be subject to heavy lift, oversize and similar surcharges.</p>	370

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p>CHARGES – PLACEMENT/PICKUP/DELIVERY CHARGES</p> <p>Unless otherwise agreed, rates named herein do not include pickup/delivery/placement other than at those points/places identified in Item 2000. Pickup/delivery/placement at points/places other than those identified in Item 2000 shall be subject to individually negotiated and agreed rates, terms and conditions.</p>	380
<p><u>CHANGES TO TARIFF</u></p> <p>Changes to this Tariff may be made from time to time. All such changes will be noted, with the revised Tariff filed and made available in accordance with Surface Transportation Board regulations.</p>	400
<p><u>CUSTOMS OR IN BOND SHIPMENTS</u></p> <p>(1) Shipments moving under United States Customs Bond will move on one Bill of Lading and will not be allowed to mix on the same bill of lading with shipments not moving under customs bond. However, if the container to which the shipment is loaded is consigned to an in-bond warehouse, the in-bond shipment may mix with goods not moving under customs bond.</p> <p>(2) When shipments move under United States Customs Bond or delivery by Carrier is required to be made under United States Customs supervision, a charge of \$154 per shipment will be assessed.</p>	420
<p><u>DECLARATION OF HIGHER VALUE (AD VALOREM)</u></p> <p>Shipper has the option of declaring a higher valuation for the goods pursuant to Carrier's Bill of Lading, published at Item 200, above, and this Tariff.</p> <p>Should Shipper wish to declare a higher valuation for the goods, Shipper must either inform Carrier in writing of such higher value before the goods are tendered for transportation (in which event Carrier shall be authorized to utilize such value and to insert it on the face of the Bill of Lading), or Shipper must insert such higher value in the appropriate space on the front of the Bill of Lading itself before the goods are tendered, and Carrier must agree to the same; in declaring a higher valuation for the goods, Shipper expressly agrees to pay additional freight charge of Fifty Percent (50%) of the higher valuation so declared.</p> <p>In the event of a declaration of higher value and payment of additional freight charges for the same by Shipper, Carrier's maximum limit for liability shall then not exceed such declared higher value.</p>	440
<p><u>EFFECTIVE DATE</u></p> <p>Shipments are governed by the rates and rules in effect on the date(s) the shipment(s) are tendered to Carrier for transportation.</p>	500
<p><u>EQUIPMENT SPECIFICATIONS</u></p> <p>Upon specific request from Shipper, Carrier shall provide information as to the particular equipment, conveyances, containers, etc. being utilized with respect services hereunder.</p>	520

HAZARDOUS MATERIALS TRANSPORTATION,
INCLUDING EXPLOSIVES, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS

540

If Shipper tenders goods of a hazardous or dangerous nature, Shipper agrees that the Federal Hazardous Materials and Hazardous Waste Rules and Regulations shall be applicable and to adhere to all such regulations, including those set forth at Code of Federal Regulations Title 49, Parts 100 – 185, and Title 40, Parts 260-282.

Explosives, inflammables, infectious substances, dangerous items, hazardous materials and/or hazardous waste of any type or nature whatsoever will be accepted for transportation only after prior booking arrangements have been made with Carrier and Carrier has specifically agreed to provide services with respect to such goods in writing.

Carrier reserves the right to refuse any goods which, in its judgment, are hazardous, dangerous, objectionable or otherwise likely to injure any container, equipment or other personal property, or for which, in Carrier's judgment, is not able to be safely loaded, stowed, secured, unloaded and delivered.

All shipments of such goods accepted by Carrier shall be subject to the following requirements:

- (1) A statement of certification must appear on the shipping paper that the goods offered for transportation meet the requirements of this Tariff. Such certification shall contain the following language:

"This is to certify that the above named goods are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation/Environmental Protection Agency, and Carrier may rely upon the statements and descriptions made herein, any other representations notwithstanding."

- (2) Shipper must attest on the bill of lading that the shipment contains no mix of non-compatible goods whatsoever, including those non-compatible goods identified by the Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Code of Federal Regulations, or any state or federal environmental conservation, protection or like agencies. Shipments not so attested will not be accepted by Carrier.

Any shipment which contains such goods but which was not so declared to Carrier prior to commencement of services shall be assessed an additional surcharge of \$15,000 per container in addition to freight and all other charges accruing hereunder.

NOTE 1: When a shipment contains two or more articles which, under the provisions of Code of Federal Regulations, are prohibited from being loaded or stored together, each part lot in the shipment will be considered a separate shipment. Each such considered separate shipment will be subject to the provisions of this Item even though tendered on a single bill of lading. Articles not requiring such segregation may be included with any one of the separately considered shipments.

NOTE 2: When a shipment has been accepted by Carrier for transportation and after receipt by Carrier an error is found in the required certification, packaging, labeling or other lawful requirements, all damages and penalties actual and consequential shall be for the account of the party required to provide such certification, packaging, labeling or other lawful requirement. A Charge of \$145 per container will be assessed to placard Carrier's vehicle in conformance with DOT regulations when shipment is found to be in non-compliance with those regulations.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p><u>HAZARDOUS MATERIALS, DISPOSAL OF</u></p> <p>When shipments of hazardous/dangerous materials goods are either rejected by Consignee or determined by Carrier to be damaged, or likely to become a danger or hazard during the transportation, without fault of Carrier, Carrier shall notify Shipper and Shipper shall at its expense make all arrangements for the immediate removal and disposal of such hazardous materials in accordance with applicable laws and regulations. Any actions taken and/or costs incurred by Carrier for the same shall be for Shipper's account, including any costs of disposal.</p>	550
<p><u>HAZARDOUS WASTE, TRANSPORTATION OF</u></p> <p>Hazardous wastes will be accepted for transportation only after prior booking arrangements have been made with Carrier and Carrier has specifically agreed to provide services with respect to such goods in writing.</p> <p>Carrier reserves the right to refuse any goods which, in its judgment, are hazardous, dangerous, objectionable or otherwise likely to injure any container, equipment or other personal property, or which, in Carrier's judgment, is not able to be safely loaded, stowed, secured, unloaded and delivered.</p>	560
<p><u>HOUSEHOLD GOODS, TRANSPORTATION OF</u></p> <p>"Household goods," defined as personal effects, personal property and/or property used or to be used in a dwelling, will not be accepted for shipment hereunder. Carrier is not a household goods moving company or carrier.</p>	570
<p><u>INACCURATE / INCOMPLETE INFORMATION</u></p> <p>When goods are transported under inaccurate, incomplete and/or false descriptions, particulars, specifications, information, etc. from Shipper, Carrier will invoice and be entitled to collect freight and charges from Shipper according to the proper descriptions, particulars, etc. thereof.</p>	580
<p><u>INSURANCE</u></p> <p>Rates named herein do not include any first party or Shipper's interest cargo insurance provided by Carrier for the benefit of Shipper.</p>	590

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p><u>LOADING - CONTAINER LOADING</u></p> <p>Goods loaded in containers must be packaged and secured in such a manner to ensure that goods do not shift during normal handling procedures and the contemplated transportation services.</p> <p>Goods loaded in containers must be packaged and secured for safe handling, stowage and transportation by land and/or water, including shifting, rolling, pitching and other vessel movements.</p> <p>Containers returned to Carrier with dunnage or other debris or waste not removed will be subject to cleaning and handling charges which shall be for Shipper's account.</p>	600
<p><u>LOADING - PLATFORM/CHASSIS LOADING</u></p> <p>Goods that are Shipper loaded on a platform, chassis or otherwise exposed to the elements must be properly packaged, protected and secured for safe handling, stowage and transportation by land and/or water, including by uncovered flat deck barge.</p> <p>Goods on platforms must be banded widthwise with minimum 1¼ inch steel banding material, one placed every three feet. Banding must not be placed over platform fork pockets. Goods loaded to platforms must have 4 inch minimum dunnage between the goods and platform.</p> <p>If Carrier is requested by Shipper or Shipper's agent to provide packaging, protecting, securing and/or other additional services, Carrier may provide the necessary material and labor required to perform such services, itself or through subcontractors, at individually negotiated rates.</p>	620
<p><u>LOADING – PLATFORMS/CONTAINERS IMPROPERLY LOADED</u></p> <p>When a Shipper loaded container is tender to Carrier improperly loaded, or should it be discovered that a Shipper loaded container is improperly loaded during transit, Carrier may return the container to Shipper for correction (with such return transit to be deemed a separate engagement hereunder and billed accordingly) and/or reload the container at Shipper's additional expense. In the event Carrier reloads any such container, extra labor and materials charges may be assessed.</p>	640
<p><u>LOADING - WEIGHT AND BILLING</u></p> <p>Weights provided by Shipper are subject to verification by Carrier, and in the event of error the actual scale, estimated or agreed weight as ascertained by Carrier will apply.</p>	660

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p><u>PAYMENT OF FREIGHT – CREDIT TERMS</u></p> <p>Unless credit has been expressly approved by Carrier's credit department in writing, payment is due prior to commencement of any services from Carrier and must in any event be made in full before release of goods at the destination.</p> <p>Notwithstanding approval from Carrier's credit department, payment in full must be received by Carrier within 30 days from the date the goods depart from their point of origin.</p> <p>EXCEPTION: Carrier reserves the right to require prepayment in full prior to movement of shipment from point of origin if Shipper, Consignee or party responsible for freight charges has exceeded its credit limit or is in breach of its credit terms with Carrier. Additionally, if Carrier has reason to believe Shipper, Consignee or party responsible for freight does not have the ability to pay pending freight, Carrier may require prepayment in full prior to movement of the shipment from the point of origin or any further or continuance of transportation services.</p> <p>All charges are payable without setoff or deduction in United States currency. Accounts with balances due beyond 30 days will be assessed a 1.5% service charge per month, 18% per annum. Minimum service charges are \$2.00 per month.</p> <p>Should Carrier prevail in arbitration, litigation or other dispute resolution process with respect to the collection of freight and/or other charges, Shipper shall reimburse Carrier for its reasonable legal fees and costs incurred with respect to such collection efforts and/or legal action.</p>	700
<p><u>RELEASE OF GOODS TO OTHER THAN CONSIGNEE</u></p> <p>Goods shall be released at destination to the Consignee designated by Shipper on the Bill of Lading.</p> <p>EXCEPTION: Carrier may release goods to other than the designated Consignee upon receipt of written instructions from Shipper and/or if otherwise deemed reasonable and appropriate under the circumstances, including if required by governmental authority or law.</p>	720
<p><u>RETURNED, UNDELIVERED SHIPMENTS</u></p> <p>Goods at destination which are refused by the Consignee and/or returned to origin at Carrier's facility will be subject to the following:</p> <ol style="list-style-type: none">(1) Shipper shall pay all original freight and any storage charges and expenses assessed against the goods, even if Consignee had refused the goods. Regardless of the reason for refusal, all such costs, charges and expenses are for Shipper's account and payable to Carrier.(2) The return movement will be considered a new shipment and billed as such.(3) Any new transportation will be considered a new shipment and billed as such.	740

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p><u>SHIPMENTS EXCEEDING CAPACITY OF A CONTAINER (OVERFLOW)</u></p> <p>Shipments tendered to Carrier in excess of the quantity that can be loaded into/onto the container, as determined by Carrier at its sole but reasonable discretion, may be re-loaded and placed into/onto additional container(s) and billed accordingly.</p>	760
<p><u>SHIPMENTS TENDERED ON SHIPPER-FURNISHED EQUIPMENT</u></p> <p>Unless otherwise provided, goods tendered in containers furnished by Shipper will be accepted subject to completion of Carrier's Standard Interchange Agreement and Equipment Inspection Report (E.I.R.). Charges assessed shall be for Shipper's account. All such containers must be able to be handled when loaded with goods by forklift and otherwise as compatible with Carrier's standard operations.</p> <p>Shipper furnished containers must be marked at both front and rear with identification marks not less than 3" in height. If proper identification marks are not on any Shipper furnished container, Carrier shall be entitled to mark such container and additional charges will be assessed.</p>	780
<p><u>SPECIAL SERVICES – MATERIAL AND LABOR CHARGES</u></p> <p>Except where otherwise provided, any materials required to secure, dunnage, block or line Carrier's containers shall be provided by and installed by Shipper. Any material furnished by Shipper or Carrier will be installed by Carrier at a charge individually negotiated for labor for such installation.</p>	800
<p><u>STORAGE CHARGES</u></p> <p>Free time for storage will commence with the first midnight following Carrier's notification of availability of goods to Consignee and shall extend for five (5) days thereafter.</p> <p>Goods stored at Carrier's facility(ies) (to include designated agent's facilities), after expiration of free time, shall be assessed storage charges.</p>	850
<p><u>WATER, TRANSPORTATION BY – CLAUSE PARAMOUNT</u></p> <p>If any portion of the transportation of the goods is by water, such portion shall be subject to the United States Carriage of Goods By Sea Act and the liability of Carrier for loss or damage to the goods shall be limited as follows: neither Carrier nor the vessel shall in any event be or become liable for any loss or damage to or in connection with the transportation of the goods in an amount exceeding \$500 per package (with any Shipper provided and/or stuffed container or trailer to be considered the relevant package) lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared in writing by Shipper to Carrier before shipment and inserted on the front of the Bill of Lading, and Shipper has paid increased freight charges resulting from such declaration.</p>	900
<p><u>WATER, TRANSPORTATION BY – ON/UNDER DECK TRANSPORTATION AUTHORIZED</u></p> <p>Shipper understands and agrees that the goods may be transported on the open deck of a barge or other vessel, unless Carrier and Shipper agree otherwise in a writing signed by Carrier.</p>	920

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

WATER, TRANSPORTATION BY – NEW JASON/GENERAL AVERAGE CLAUSE

940

In the event of transportation by water, standard New Jason/General Average provisions, the full text of which is set forth below, shall be deemed fully incorporated herein:

General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, excluding Rule B thereof, at such port or place selected by Carrier, and as to matters not provided for by said Rules according to the laws and usage of the Port of Seattle, with a Tug and Barge combination not deemed involved in a common maritime adventure unless each such vessel is actually and directly exposed to a common peril; a vessel is not in common peril with another vessel if by disconnecting from such other vessel it is in a position of safety or ceases to be actually and directly exposed to such peril. For purposes of said Rules, the parties expressly acknowledge that the goods are carried in accordance with the recognized custom of the trade.

To the extent required by Carrier, average agreement, bond and additional security shall be furnished by Shipper prior to discharge/release of goods. Any cash deposit shall be payable in U.S. currency, remitted to an average adjuster of Carrier's choosing and held in a special account in the adjuster's name, with interest thereon to become a part thereof pending settlement of general average.

In the event of accident, danger, damage or disaster, before or after commencement of a voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which Carrier is not responsible by statute, contract or otherwise, Shipper and goods shall contribute with Carrier and the vessels 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 with respect to the goods. If a salving ship is owned/operated by Carrier, salvage shall be paid for as fully and in the same manner as if such ship belonged to strangers.

WATER, TRANSPORTATION BY – BOTH TO BLAME CLAUSE

950

In the event of transportation by water, the standard Both to Blame provision, the full text of which is set forth below, shall be deemed fully incorporated herein:

In the event of damage to goods resulting from collision, if the vessels or either of them should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Carrier in the navigation, management or maintenance of the vessels, Shipper shall indemnify Carrier and the vessels from and against all loss and liability to the other or non-carrying ship, her owners and any third parties insofar as such loss and liability represents a loss of, damage to or any claim whatsoever of Shipper, the owners of the goods and/or their underwriters, paid or payable by the other or non-carrying ship, her owners or third parties to Shipper, the owners of the goods or their underwriters and set off, recouped or recovered by the other or non-carrying ship, her owners or any third parties as a part of their claim(s) against Carrier and/or the vessels. The foregoing shall apply when the owners, operators or those in charge of any ship or object other than or in addition to those colliding are at fault with respect to such collision or contact.

WATER, TRANSPORTATION BY - SUBJECT TO RULES OF COAST GUARD

960

The transportation of goods by vessel shall be subject to rules and regulations prescribed by the U.S. Coast Guard.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

LOSS/DAMAGE CLAIMS, CONDITIONS PRECEDENT

1000

The following are conditions precedent to recovery against Carrier with respect to any loss or damage to goods, including injury, delay, shortage, misdelivery, failure to deliver or otherwise.

1. The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier;
2. In the event of any loss or damage not ascertainable at delivery, written notice must be given to Carrier within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, after which time and with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier;
3. In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, or from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier;
4. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof;
5. Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within ninety (90) days, for U.S. domestic air transportation, or otherwise within nine (9) months of delivery, from the date on which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later;
6. Suit against Carrier must be filed within one (1) year for transportation by water, under COGSA, within one (1) year for U.S. domestic air transportation, or otherwise within two (2) years, from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later; and
7. There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

LOSS/DAMAGE CLAIMS, FILING OF

1020

A claim for loss or damage to goods, including injury, delay, shortage, misdelivery, failure to deliver or otherwise, shall not be paid by Carrier unless filed with Carrier within the time limits applicable thereto and otherwise as may be required by law, the terms and conditions of the bill of lading or transportation agreement and all Tariff provisions applicable thereto as follows:

1. A written and/or electronic communication from the claimant must be filed with Carrier within the appropriate time limit.
2. Such communication must assert that Carrier is liable for the alleged loss, damage, etc.
3. Such communication must make claim for a specific or determinable amount of money.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, inspection reports, bills of lading or other documents issued by Carrier or their inspection agencies, standing alone, shall not be sufficient communication for purposes of this Item, whether or not such indicates the extent of loss, damage, etc. and/or a dollar figure for such loss, damage, etc.

Whenever a loss, damage, etc. claim is presented for an uncertain amount, such as "\$100 more or less," Carrier shall determine the condition of the goods involved at the time of delivery, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss, damage, etc. for which it may be responsible. Carrier shall not, however, be obligated to voluntarily pay a claim under such circumstances unless and until a claim for a specified or determinable amount of money shall have been filed in accordance herewith.

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, Carrier shall communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of Shipper and/or each claimant, of his/her/their/its title to the property involved or right with respect to the goods and such claim.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

LOSS/DAMAGE CLAIMS, RECEIPT AND ACKNOWLEDGEMENT BY CARRIER

1020
(continued)

Carrier shall, upon receipt of a loss, damage, etc. claim in the manner and form described herein, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt, unless the Carrier shall have paid or declined such claim in writing or electronically within 30 days of the receipt thereof. The Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

Carrier shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the acknowledgment of receipt. At the time such claim is received, Carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in Carrier's acknowledgment of receipt to the claimant. Carrier shall also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering such shipment, unless Carrier has otherwise established an orderly and consistent internal procedure for assuring:

- (1) that all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim;
- (2) that all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and
- (3) that such procedures prevent the duplicate or otherwise unlawful payment of claims.

LOSS/DAMAGE CLAIMS, INVESTIGATION OF

1030

Prompt Investigation: Each loss, damage, etc. claim filed with Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to Carrier's receipt thereof.

Supporting Documentation: When a necessary part of an investigation and/or when requested by Carrier, each claim shall be supported by Bill of Lading, evidence of the freight charges, if any, and invoice(s), certified by the claimant to be true and correct with respect to the goods and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions, of any nature whatsoever and the terms thereof, or depreciation reflected thereon, provided, however, that where goods involved in a claim has not been invoiced to Consignee shown on the Bill of Lading or where an invoice does not show price or value, or where the property involved has been sold, or where the property has been transferred at bookkeeping values only, Carrier shall, before voluntarily paying a claim, require the Shipper/claimant to establish the destination value in the quantity, shipped, transported, or involved, provided, further, that when supporting documents are determined to be a necessary part of an investigation, the supporting documents may be retained by Carrier.

Verification of loss: When an asserted claim for loss of an entire shipment cannot be otherwise authenticated upon investigation, Carrier shall obtain from Shipper and/or Consignee a certified statement in writing that the goods for which the claim is filed have not been received from Carrier or any other source.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

LOSS/DAMAGE CLAIMS, DISPOSITION OF

1040

Subject to the further provisions of this Tariff, Carrier, upon receipt of a loss, damage, etc. claim as required herein, shall pay, decline, or make a firm compromise settlement offer in writing or electronically to the claimant within 120 days after receipt of the claim by the Carrier, provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, Carrier shall at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such in its claim file.

LOSS/DAMAGE CLAIMS, PROCESSING OF SALVAGE/DISPOSAL

1050

Whenever goods are alleged to have suffered loss, damage, etc. and as a consequence thereof not delivered or rejected or refused upon tender thereof to the owner, Consignee, or person entitled to receive such, Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell (publicly or privately) or dispose of such goods directly or by salvage agent. Carrier shall only dispose of the goods in a manner that will fairly and equally protect the best interests of all persons having an interest therein and shall make an itemized record sufficient to identify the goods involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage goods shall be made directly to an agent or employee of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, Carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner prescribed in this section, Carrier shall record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the persons lawfully entitled thereto.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

OVERCHARGE CLAIMS, CONDITIONS PRECEDENT

1100

The following are conditions precedent to recovery against Carrier with respect to any overcharge claim, whether for overcharge, duplicate payment, overcollection or otherwise:

1. Shipper must contest the original bill or subsequent bill in a writing to Carrier within 180 days of Shipper's receipt thereof in order to have the right to contest such charges.
2. Suit against Carrier must be filed within 18 months after the date upon which payment was due, or within 3 years after said date in the event the claimant has filed its claim with the Surface Transportation Board.
3. The time limitations set forth in paragraph 2, above, shall be extended 6 months if Carrier rejects the claim and 9 months if Carrier has separately sued with respect to the same transportation service.

OVERCHARGE CLAIMS, FILING OF

1120

An overcharge claim, whether for overcharge, duplicate payment, overcollection or otherwise, shall not be paid unless filed in writing with the carrier that collected the freight and other transportation charges. The collecting carrier shall be the carrier to process all such claims. When claim is filed with another carrier participating in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.

A single claim may include more than one shipment provided the claim on each shipment involves:

- (1) the same tariff issue or authority or circumstances;
- (2) single line service by the same Carrier; or
- (3) service by the same interline Carriers.

OVERCHARGE CLAIMS, INFORMATION/DOCUMENTATION

1130

(a) Overcharge claims shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within the time limitations set forth herein. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.

(b) Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:

- (1) the rate, classification, or commodity description or weight claimed to have been applicable;
- (2) complete tariff authority for the rate, classification, or commodity description claimed;
- (3) freight bill payment information; and
- (4) other documents or data which are believed by claimant to substantiate the basis for its claim.

(c) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.

(d) Regardless of the provisions of paragraphs (a), (b), and (c) above, the failure to provide sufficient information and documentation to allow a Carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the Carrier shall comply with Item 1105 to obtain the additional information required.

(e) Carrier shall accept copies instead of the original documents required to be submitted in this Item where Carrier is furnished with an agreement entered into by the claimant which indemnifies Carrier for subsequent duplicate claims which might be filed and supported by the original documents.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

<p><u>OVERCHARGE CLAIMS, PROCESSING/INVESTIGATION OF</u></p> <p>(a) Upon receipt of an overcharge claim, whether written or otherwise, the processing Carrier shall promptly initiate an investigation and establish a file, as set forth in Item 1106.</p> <p>(b) If Carrier discovers an overcharge, duplicate payment, or overcollection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Item 1109.</p> <p>(c) In the event Carrier processing the claim requires information or documents in addition to that submitted with the claim, it shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written or electronically transmitted claim must be filed before the Carrier becomes subject to the time limits for settling such a claim under Item 1108.</p>	1140
<p><u>OVERCHARGE CLAIMS, RECORDS OF</u></p> <p>At the time a claim is received, Carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written or electronic acknowledgment of receipt required under Item 1107. If pertinent to the disposition of the claim, Carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.</p>	1150
<p><u>OVERCHARGE CLAIMS, SETTLEMENT/DISPOSITION OF</u></p> <p>The processing Carrier shall pay, decline to pay, or settle each written or electronically communicated claim within 60 days after its receipt by that Carrier, except where the claimant and said Carrier agree in writing or electronically to a specific extension based upon extenuating circumstances. If said Carrier declines to pay a claim or makes settlement in an amount different from that sought, it shall notify the claimant in writing or electronically of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.</p>	1160

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

UNIDENTIFIED PAYMENTS

1200

Carrier shall have an established procedure for identifying and properly applying all unidentified payments. If Carrier does not have sufficient information with which properly to apply such a payment, it shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, it may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.

Notice under this Item shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: check number, amount, and date; the payor's name; and any additional basic information Carrier is able to provide.

The final notice also must inform payor that: (i) applicable regulations allow Carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and (ii) following the 90-day period the regular claims procedure shall be applicable.

Upon Carrier's receipt of information from the payor, Carrier shall, within 14 days: (i) make a complete refund of such funds to the payor; or (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (iii) notify the payor of Carrier's determination that such payment was applicable to particular freight charges lawfully due. Where no refund is made by Carrier, Carrier shall advise the payor of its right to file a formal claim for refund in accordance with the regular claims procedures set forth in this Tariff.

When a carrier participating in a transportation movement discovers that an overpayment has been made, that carrier shall immediately notify the collecting carrier, who shall create a file and record in the file the date it discovered or was notified of the overpayment. The collecting carrier shall refund any overpayment amounts within 30 days from the date of such discovery or notification.

LYNDEN LOGISTICS SERVICES, INC.
TARIFF STB LYLO 300-A

FREIGHT RATES

2000

Rates are applicable to goods loaded in a standard 40'x8'x8' container weighing less than 50,000 pounds, freight all kinds, other than as excepted by this Tariff. Rates are in United States dollars.

NORTHBOUND

SEATTLE, WASHINGTON TO ANCHORAGE, ALASKA	\$14,000
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FUEL SURCHARGE

2100

None

END