



Non-Negotiable BILL OF LADING

No.

BROWN LINE, LLC
3814 Old Highway 99 South
Post Office Box 1708
Mount Vernon, WA 98273

USDOT Number: 1583570
Telephone: (360) 424-1720
Facsimile: (800) 247-7339

Toll Free:
Washington 1-800-562-2000
Canada 1-800-231-5062
USA 1-800-426-2050

Date Received:	Trip #:	Driver:	Truck #:	Trailer #:
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SHIPPER

CONSIGNEE

Name	Name
Address	Address
City, State, Zip	City, State, Zip
Pick-Up Location/Instructions:	Delivery Location/Care of:
Notify/Contact Phone	Notify/Contact Phone

UNITS

DESCRIPTION

WEIGHT

	PO #:	Pickup #:

LIABILITY FOR LOSS, DAMAGE, ETC. TO GOODS

Shipper's attention is directed to Section 12 on the reverse side of this Bill of Lading. All goods shall have an agreed release valuation of \$8.00 per pound unless Shipper declares a higher value and Carrier accepts that valuation in the space below. For water carriage, see Section 5 on the reverse side.

Shipper Initials: _____ Higher Value: \$ _____ per pound Carrier Acceptance: _____

ORIGIN

DESTINATION

Time in :	Time in :
Time out :	Time out :
Date :	Date :
Pallets in :	Pallets out :

Received in good order, count and condition unless otherwise noted above.

SHIPPER

BROWN LINE, LLC

CONSIGNEE

Authorized Signature

Date

Authorized Signature

Date

Authorized Signature

Date

Subject to the terms and conditions on the reverse as well as Carrier's tariff, which may be reviewed at: www.lynden.com

1. DEFINITIONS.

- a. "Carrier" refers to BROWN LINE, LLC, its subcontractors, authorized agents and all directors, officers and employees thereof.
- b. "Consignee" refers to the entity identified on the face of this bill of lading or otherwise by Shipper as the entity to receive the goods.
- c. "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 deemed synonymous with "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property."
- d. "Entity" refers to all forms of business entities as well as natural persons.
- e. "Shipper" refers to the entity engaging Carrier with respect to the goods and, unless the context herein otherwise clearly indicates to the contrary, shall include the owner, consignor, consignee and all others who may have right of claim by, through or with respect to the goods.

2. FREIGHT, PAYMENT, ETC.

- a. **Freight and Storage.** Freight and storage shall be as identified by Carrier in its applicable quotation, transportation agreement, bill of lading and/or tariff.
- b. **Charges.** Shipper shall also be responsible for all assessments, charges and/or expenses upon or against the goods pursuant to this bill of lading and/or Carrier's tariff, including without limitation all dues, taxes, duties, fines, penalties, advances, additional expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder and expenses incurred as a result of unforeseen or extraordinary circumstances. Freight, storage and/or charges based upon inaccurate or incomplete instructions or particulars may be recalculated by Carrier at any time.
- c. **Payment.** Freight, storage and all other charges shall be fully earned upon tender of the goods by Shipper or commencement of performance by Carrier, whichever shall first occur, and payable in advance and/or prior to delivery of goods unless otherwise agreed in writing by Carrier. All sums due shall be payable in U.S. dollars without deduction or offset. Interest on sums which are due but have not been paid shall accrue at the rate of one percent (1%) per month or the highest rate allowed by law until fully paid. Shipper, specifically including all entities identified in the definition of that term, shall be jointly and severally liable for payment of all sums due Carrier hereunder.
- d. **Lien.** Carrier shall have a lien upon all goods transported hereunder, which shall survive delivery, to secure payment of sums due hereunder. Further, Shipper grants Carrier a consensual lien upon all Shipper's personal property subsequently in the possession of Carrier to secure payment of all charges due hereunder. Carrier may assert such lien rights at any time, including withholding delivery until full payment is made and/or public or private sale of the personal property; sale proceeds shall be first applied to all costs of sale, then to sums due Carrier, with the balance to be paid to Shipper.

3. **ROUTES, METHODS, ETC.** Carrier shall perform hereunder with due diligence, but does not warrant or guarantee any particular departure/arrival times or dates. Carrier shall have liberty with respect to storage, conveyances, routes, procedures, modes and methods of transportation and related services.

4. **HINDRANCES.** Carrier shall not be liable for delay, inability to perform or failure to perform caused by events beyond its direct and reasonable control. In the event any such hindrance should occur, Carrier shall, if feasible, notify Shipper and await further instructions, or, if insufficient time exists or instructions are not provided, Carrier shall, at Shipper's risk and expense, store and/or dispose of the goods as appears reasonable under the circumstances.

5. **TRANSPORTATION BY WATER.** If any portion of the transportation of the goods is by water, such portion shall be subject to the Carriage of Goods By Sea Act (46 U.S.C. §1300 et seq.) 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 this bill of lading, and Shipper has paid increased freight charges resulting from such declaration. In the event of transportation by water, standard New Jason/General Average and Both-To-Blame clauses, the text of which are set forth in Carrier's tariff, available at www.lynden.com or upon request to Carrier, shall be deemed fully incorporated herein. Shipper authorizes on deck or under deck transportation, at Carrier's option, including transportation on unmanned, open deck barge.

6. **INFORMATION RELATING TO THE GOODS.** Shipper warrants the accuracy and completeness of all instructions and all particulars relating to the goods including their nature, description, characteristics, marks, number, weight, volume and quantity, upon all of which Carrier shall be entitled to rely. Shipper shall reimburse Carrier for any loss or expense (including any additional charge) resulting from inaccurate and/or incomplete instructions or particulars. Shipper warrants that the goods are not hazardous goods or waste and are otherwise noxious or dangerous whatsoever.

7. **IN-TRANSIT STORAGE.** Carrier may store goods in-transit at its nominated facility and await further transportation and/or delivery instructions from Shipper. 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. It is acknowledged and agreed that all such storage shall be deemed in-transit and subject to these terms and conditions.

8. **REFRIGERATED GOODS.** Shipper must give advance notice to Carrier of any specialty, perishable, temperature controlled, keep from freezing, chilled or frozen goods, and must identify in writing to Carrier the exact nature of any such goods and the specialty conditions, temperature, humidity, etc. under which they are to be transported. Shipper is also responsible for having the nature of such goods and the specialty conditions inserted on the face of this Bill of Lading. Shipper shall tender all chilled or frozen goods to Carrier with a uniform core temperature below that at which the goods are to be transported and stored, and that Carrier is not responsible for freezing down or otherwise reducing the core temperature of the goods but, rather, only for maintaining an ambient temperature in the relevant refrigerated container/trailer within ten (10) degrees Fahrenheit of the temperature at which such goods were tendered to and received by Carrier.

9. **TENDER OF GOODS.** Shipper shall be responsible for tendering the goods to Carrier at the time and place agreed, with all such goods to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand storage and the rigors of transportation.

10. **DELIVERY OF GOODS.** Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified by Shipper. Consignee shall be obligated to receive and take goods as promptly as they can be discharged/unloaded from the conveyance, with such discharge or unloading to be at Shipper's sole risk and expense. Consignee shall be obligated to receive and take the goods during normal working hours. Goods which have been received and taken by Consignee, which have been tendered to Consignee and either refused or otherwise not received and taken by Consignee, which have been seized by governmental authorities or under legal process, which cannot be delivered because of Shipper's fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not been received and taken, shall be deemed to have been 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 at Shipper's sole risk and expense.

11. **SUBCONTRACTING.** Carrier shall be entitled to subcontract on any terms the whole or any part of the services being provided hereunder. Carrier shall be authorized to subcontract with its affiliated and related entities, all of which shall be considered as dealing with third parties.

12. **LIABILITY FOR LOSS, DAMAGE, ETC. TO GOODS:** Carrier's liability with respect to the goods, Shipper and any other person or entity claiming 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 loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of the sea or air; act of terrorism; act of a public enemy; act of war; act of public authority or other with apparent public authority; fire, unless caused by the actual fault or privity of Carrier; quarantine; act or omission of Shipper or the owner of the goods, or their 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; improper or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal remains unbroken and the container is not physically damaged itself; error in operation or navigation; and/or any other cause arising without the actual fault and privity of Carrier, its agents and representatives.
- b. **Consequential Damages.** Carrier shall not be responsible or liable for any indirect, consequential or special damages of any type or nature whatsoever and whatsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss or use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable by any person or entity.
- c. **Limitation of Liability and Declaration of Higher Value.** Except as noted in section 5, above, 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 Eight Dollars (\$8.00) per pound actual weight of the lost, damaged, etc. goods, up to a maximum of One Hundred Thousand Dollars (\$100,000.00) per load. However, if Shipper has declared to Carrier in writing a higher value for the goods and Carrier has agreed to carry the goods at such higher value, Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver such goods or the value so declared. An additional charge shall be incurred for any such agreed declaration of higher value. Carrier shall not be liable to Shipper or any other claiming 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 harmless (including legal fees and costs) Carrier of and from any loss, damage, expense, liability, claim and/or suit arising out of and/or in any fashion relating to the goods other than as specifically allocated to Carrier herein.
- d. **Delivery in Good Condition.** Delivery of the goods without written notification of damage on the front of the bill of lading or delivery receipt shall be prima facie evidence that the goods were delivered in the same good order, count and condition as when received.
- e. **Claims.** As a condition precedent to 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 on Carrier's copy of the bill of lading or delivery receipt or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received.
 2. In the event of loss or damage which is not ascertainable at delivery, written notice of loss, damage, shortage, etc. involving the goods must be given to Carrier within fifteen (15) days of delivery, after which time with no such notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when received.
 3. In the event of goods which are delayed, lost or otherwise not delivered, Carrier must be given written notice of the delay, loss or failure to deliver within fifteen (15) days 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 received.
 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 particulars thereof, must be filed with Carrier within nine (9) months of delivery, date by which the goods should have been delivered, or date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
 6. Any suit against Carrier must be filed within two (2) years following date of delivery of the goods, date which the goods should have been delivered, or date from which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
 7. There shall be no recovery against Carrier until freight and all charges have been paid in full.

13. **EXTENSION OF BENEFITS.** All limitations upon, and exceptions and defenses to, liability granted to Carrier pursuant to this agreement and/or by operation of law shall be automatically extended to all parent, subsidiary and affiliated entities of Carrier, and all subcontractors and others engaged by Carrier, all entities performing hereunder or otherwise with respect to the goods, and the respective members, directors, officers, employees and agents of each of the foregoing.
14. **GOVERNING LAW AND FORUM.** The federal law of the United States shall be applicable to this bill of lading to the extent there is a specific federal statute and/or rule of law, but otherwise the laws of the State of Washington shall be applicable. Any suit relating to this bill of lading must be filed in, and the parties hereby consent to the exclusive personal jurisdiction of, the state or federal court located in Seattle, Washington; unless specifically prohibited by law, the substantially prevailing party in any such litigation shall be entitled to recover its reasonable legal fees and costs from the other party.
15. **EXECUTION.** This bill of lading may be executed by agents and/or representatives of the parties; upon Shipper's consent, verbal or otherwise, Carrier may sign for and on behalf of Shipper as its agent for such limited purpose. Upon tender of goods to Carrier, Shipper shall be deemed to have consented to the terms and conditions of this bill of lading and carrier's tariff, regardless of whether this bill of lading shall have been issued to, or executed by, Shipper. This bill of lading may be executed in counterparts and/or by facsimile or other electronic exchange of signatures, with a facsimile or other electronic signature deemed equivalent to an original signature.
16. **ENTIRE AGREEMENT.** This bill of lading, including any transportation agreement, rate quotation, load confirmation, delivery receipt, freight invoice and/or other document issued by Carrier with respect to the goods as well as Carrier's tariff, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written. This bill of lading supersedes and replaces any bill of lading or other document issued by a party other than Carrier with respect to the goods, including any bill of lading or other document from Shipper. The headings used herein are for convenience of reference only, and are not substantive. This bill of lading shall be construed neutrally, and as the mutual assent of both parties, rather than for or against either party. This bill of lading may not be altered or amended without Carrier's written consent.