1. DEFINITIONS

a. "Carrier" means 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 cargo, commodities and other personal property with respect to which Carrier has been requested to provide transportation services, together with all containers, materials and accessories associated with the goods, such as boxes, crates, pallets, tags, plastic containers, flacktainers and others.

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

e. "Freight" or "Freight charges" refers to the amount charged by Carrier for the transportation of goods, whether by land, air, sea, or any other means.

f. "Shipper" refers to the entity engaging Carrier for the transportation of goods as well as the consignor, consignee, and all other persons who may have right of claim by, through or with respect to the goods.

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 freight rates, surcharges, and any applicable tariffs or schedules in effect as of the date of transportation.

b. Storage charges for goods shipped to Consignee or picked up by Shipper shall be charged at Carrier's applicable schedules.

c. Freight charges for goods shipped to Consignee or picked up by Shipper shall be charged at Carrier's applicable schedules.

3. INFORMATION FROM SHIPPER

a. Shipper warrants the accuracy and completeness of all information, instructions and particulars relating to the goods to be transported, including, without limitation, their description, quantity, dimensions, marks, number, weight, volume, value and destination. If Shipper fails to provide complete and accurate information, instructions and particulars with respect to the goods, or misrepresents any information, instructions or particulars with respect to the goods, it shall be prima facie evidence that the goods were delivered in the same good order, count and condition as when received by Carrier.

b. For the purposes of this section, "Shipper" means the person or entity for whom the goods are to be transported by Carrier.

4. HAZARDOUS GOODS

a. 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.

b. In such an event, Shipper shall provide to Carrier a complete and current list of the hazardous goods involved, including all quantities, packaging, and other pertinent information and shall provide to Carrier complete and current documentation of all required regulations and otherwise for compliance with all laws and regulations relating to the goods and/or the transportation thereof.

5. INTEGRATED, PERISHABLE AND VALUABLE GOODS

a. Shipper must identify to Carrier in writing prior to shipment any perishable, temperature controlled, flash frozen, or flash frozen goods, and Carrier must specifically agree in writing to transport the same.

b. 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 in accordance with any one or more of the temperature control requirements established by Carrier as of the date of transportation.

c. Carrier shall not be responsible for any delay or failure to transport the goods, or for any loss or damage resulting therefrom, unless such delay or failure is due to the negligence of Carrier, or any act or omission of Carrier.

6. TENDER OF GOODS

a. Carrier shall be responsible for tendering the goods to Carrier at the time and place identified, all such goods to be in good order, count and condition, and packaged, packed, protected, packed and otherwise sufficiently to withstand the rigors of storage and transportation, which includes but is not limited to, moisture, dust, temperature extremes, storms, wind, ice, sleet, snow, hail, fire, flood, hail, theft and/or loss.

b. Carrier shall be responsible for any loss or damage to the goods from the date of receipt by Carrier until the date of delivery of the goods to the Consignee.

7. EXTRAORDINARY VALUE

a. Shipper shall be responsible for securing all extraordinary value cargo, or departure of a Vessel, which shall override anything herein to the extent of any conflict.

b. Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified by Shipper and refused or otherwise not received and taken, seized by government authority and/or under legal process, etc. under which they are to be transported and shall also be responsible for tendering the goods to Carrier with a uniform rate, or in their respective containers, in a condition as safe as is practicable.