



Non – Negotiable
BILL OF LADING

FREIGHT BILL PRO NUMBER (CARRIER USE ONLY)

Customer Service:

Anchorage	1-800-327-9390	Fairbanks	1-800-478-5535
Kenai	1-888-319-6119	Tacoma	1-800-326-5702
Houston	1-800-231-0582	Dallas	1-972-399-6025
Los Angeles	1-800-675-9633	Portland	1-800-214-6748
Edmonton, AB	1-800-661-9006	Calgary, AB	1-800-394-2766

Date Received:	Route:	Quote / PSE No:	Origin:	Destination:	Trailer No:	Seal#:	P.O. Number
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SHIPPER (FROM)		CONSIGNEE (TO)		BILL TO	
Name		Name		Name	
Street Address		Street Address		Street Address	
City, State		City, State		City, State	
Ref No	Phone	Ref No	Phone	Ref No	Phone

Remit COD TO:	C.O.D. AMT \$ _____ <input type="checkbox"/> ACCEPT CASH, CERTIFIED CHECK OR MONEY ORDER <input type="checkbox"/> ACCEPT COMPANY CHECK	C.O.D. FEE: <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	FREIGHT CHARGES: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect Freight Charges are Prepaid unless Collect box is marked
Name:			
Street Address			
City, State			

Additional Services (fees apply)							
<input type="checkbox"/> Lift Gate		<input type="checkbox"/> Inside Delivery (Businesses Only)		<input type="checkbox"/> KFF (Keep from freezing)		<input type="checkbox"/> NOA (Notify on arrival)	
Units	HM X	Description provided by Shipper For Hazmat: (UN/NA Number, Proper Shipping Name, Hazardous Classification, and Packing Group)	Length	Width	Height	Weight in lb. (Subject to Corr.)	

24 HOUR EMERGENCY RESPONSE NUMBER:

This is to certify that the above named materials 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 (49 C.F.R. 172.204).

Unless otherwise provided herein or unless agreed to in advance between LTIA and beneficial owner, carrier's liability will be limited to the lesser of \$20.00 per pound or \$200,000 per shipment.	It is understood and agreed all household goods/personal effects will be released at \$.10/lb unless otherwise specified , but in no event will exceed \$5.00/lb. INITIAL _____ RELEASE VALUE NOT TO EXCEED: _____ PER LB
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Shipper agrees that the custody and carriage of goods identified shall be subject to the terms and conditions on the reverse as well as the Carrier's tariff, which may be viewed at: www.ltia.lynden.com	Refrigerated Temp Loads: Requested Temp ____F ____C Temp at Receiving: ____F ____C Date _____ Time _____	Shipper must identify in writing prior to shipment any perishable, temperature controlled, keep from freezing, chilled or frozen goods. Carrier shall not be responsible for pulling down or reducing the core temperature of goods.
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SHIPPER (SIGNATURE REQUIRED)	CARRIER	PALLET POSITION(S)
PER	PER	PIECE COUNT
DATE	DATE	

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. "Carrier" refers to the Lynden entity engaged by Shipper, as well as its affiliated business entities and its and their respective owners, directors, officers, employees and agents. 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 on the face hereof 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 synonymous with the "cargo," "cargoes," "pieces," "packages," "commodities" and "personal property" of Shipper.
- 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 (which may contain multiple parts).

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, as applicable. Freight, storage and other charges of Carrier which had been based upon inaccurate or incomplete instructions or particulars may be recalculated by Carrier at any time without advance notice.
- b. **Other Charges and Expenses.** Shipper shall be responsible for all charges and expenses relating to the goods and/or their transportation, including, without limitation, all dues, taxes, duties, fines and penalties, advances made by Carrier, additional costs and expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder, as well as those incurred as a result of unforeseen or extraordinary circumstances.
- c. **Payment.** Freight, storage and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. Amounts due Carrier shall be paid in U.S. dollars without deduction or offset. Interest on amounts due but not paid shall accrue at the rate of one percent (1%) per month. Shipper, including all entities falling within the definition of that term above, shall be jointly and severally liable for payment of all amounts due Carrier respecting the goods.
- d. **Lien.** Shipper, including and on behalf of all entities falling within the definition of that term above, agrees that Carrier shall be entitled to a security interest in and lien upon all goods of Shipper in Carrier's constructive or actual possession, to secure the payment of any freight, storage or other charges or amounts owed by Shipper to Carrier. Shipper authorizes Carrier to file financing statements and agrees that Carrier may store and/or sell such goods, at the risk and expense of Shipper, until 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, including relevant safety procedures, and shall be solely responsible for the completion of all documentation required and otherwise for compliance with applicable regulations and laws relating to the goods and/or the transportation thereof. Should, in Carrier's opinion, any goods create a risk of harm to persons or property and/or make the transportation thereof impractical, Carrier may discharge, store and/or dispose of any or all of 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 special 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 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 spilling of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any live animals, 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.

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.

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. In the event of such a hindrance, 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, store and/or dispose of the goods 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 necessities 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.** 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. 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. **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 affiliated entities, with all such subcontractors including their respective employees, agents and subcontractors, entitled to the same rights, including limitations upon, defenses to and exemptions from liabilities, afforded Carrier.

11. **DELIVERY OF GOODS.** Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified on the face hereof or otherwise by Shipper. 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 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 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 sole risk and expense.

12. **INTERNATIONAL TRANSPORTATION BY AIR.** In the event of international transportation by air, the Warsaw/Montreal Convention may be applicable. In such an event, the transportation services shall be subject to said Convention, as amended, and Carrier's liability for loss/damage to the goods shall be limited to 17 Special Drawing Rights (as defined by the International Monetary Fund) per kilogram, converted into national currency under applicable law. In such an event, the rules, terms and conditions of said Convention shall supersede any rules, terms and conditions herein which are to the contrary, but only to the extent of conflict and no further. Shipper should contact the Carrier directly, and refer to the Carrier's house Waybill and applicable tariff(s) for more details and information.

13. **TRANSPORTATION BY WATER.** In the event of transportation by water, 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 all transportation, after discharge and until delivery. For purposes of COGSA, the single largest Shipper provided, stuffed, packed, loaded, etc. unit, such as a single container, flatrack, platform, trailer or pallet, whichever is largest, or the entire machine or piece of equipment, as applicable, shall be the "package," rather than the individual contents, boxes or pieces thereof, or in or on such unit. Shipper authorizes transportation on deck and/or by unmanned barge, and New Jason/General Average and Both to Blame clauses (set forth in Carrier's rules tariff, and available at WWW.LYNDEN.COM and upon request) shall also be applicable.

14. **LOSS/DAMAGE TO GOODS.** Carrier's liability with respect to the goods, and/or Shipper and 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 public or government authority; fire, unless caused by the actual fault or privity of Carrier; quarantine; act or omission of Shipper or 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; improper and/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 or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; and/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 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, regardless of whether resulting from negligence, breach or otherwise, and/or whether such may have been foreseeable.

c. **Limitation and Option to Declare Higher Valuation.** Subject to sections 12 and 13, 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 the valuation applicable to Carrier, identified directly below.

ALASKA MARINE LINES, INC.	: \$100,000 per shipment, but in no event less than \$500 per package or customary freight unit for goods not in packages pursuant to COGSA.
LYNDEN TRANSPORT, INC.	: \$20 (twenty dollars) per pound, up to a maximum of \$200,000 per load.
LTI, INC.	: \$10 (ten cents) per pound.
LYNDEN LOGISTICS, INC.	: \$10 (ten cents) per pound.
LYNDEN AIR CARGO, LLC	: \$50 (fifty cents) per pound.
LYNDEN AIR FREIGHT, INC.	: \$50 (fifty cents) per pound, up to a maximum of \$50 per shipment.

However, if Shipper has declared in writing to Carrier a higher value for the goods than the foregoing, and Carrier has agreed to carry the goods at the higher value 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 value so declared and agreed, with Shipper to pay increased freight for any such declaration of higher value pursuant to Carrier's 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 costs) from and against any loss, damage, expense, liability, claim and/or suit arising out of 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 face hereof shall be prima facie evidence they 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 which is not ascertainable at the time of delivery, written notice of loss, damage, shortage, etc. involving the goods must be given to Carrier within fifteen (15) days of such delivery, after which time 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 which are delayed, lost or otherwise not timely delivered, Carrier must be given written notice to Carrier 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 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 nine (9) months of delivery, 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 two (2) years, or one (1) year under COGSA in the event of transportation by water, 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.
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.

15. **EXTENSION OF BENEFITS.** All limitations upon, and exceptions and defenses to, liability granted to Carrier hereunder, at law or otherwise shall be deemed automatically extended to: all parent, subsidiary and/or affiliated entities of Carrier (including its and their respective owners, directors, officers, employees and agents); all subcontractors, stevedores, agents and other persons/entities providing any services whatsoever with respect to the goods or their transportation; and all vessels, vehicles and aircraft utilized with respect to the goods or their transportation.

16. **GOVERNING LAW AND FORUM.** The federal laws of the United States shall be applicable to this agreement to the extent there is a specific federal statute or rule of law which is pertinent, but otherwise the laws of the State of Washington shall be applicable and govern. Any litigation whatsoever relating to the goods and/or this agreement must be filed in, and the parties hereby consent to the personal and subject matter jurisdiction, and location convenience of, the state or federal courts located in Seattle, Washington, U.S.A.; unless specifically prohibited by law, the substantially prevailing party in any such litigation shall be entitled to recover its reasonable legal fees and costs.

17. **COUNTERPARTS AND EXECUTION.** The face page hereof may be executed by the respective agents and representatives of the parties; upon Shipper's consent, verbal or otherwise, Carrier may complete and/or sign the face page for and on behalf of Shipper, as its authorized agent for such limited purpose. Upon tender of goods to Carrier, Shipper shall be deemed to have consented to these terms and conditions, as well as those of Carrier's applicable tariff(s), regardless of whether the same shall have been actually issued to, or executed by or on behalf of, Shipper. The face page hereof may be executed by the parties in counterparts and/or by facsimile or other electronic exchange, with all such counterparts deemed the same single agreement and all such execution methods binding upon the parties.

18. **INTEGRATION AND CONSTRUCTION.** The face page hereof and these terms and conditions, along with any transportation agreement, rate quotation, load confirmation, delivery receipt, freight invoice and/or other document issued by Carrier with respect to the goods or their transportation, and Carrier's tariff(s) (available at WWW.LYNDEN.COM), all of which are incorporated herein by reference, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, written and oral. This agreement expressly supersedes any bill of lading, receipt or other document issued by any entity other than Carrier, including any bill of lading, receipt or other document from Shipper. The headings used above are for convenience of reference and are not substantive.