

# LYNDEN AIR CARGO

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**NOTICE**

**All rules, rates and charges shown in this publication for  
LYNDEN AIR CARGO  
Are for information only, and are subject to change  
without notice. For additional information and specific  
details, call, write or LYNDEN AIR CARGO's office.**

**All rates published in this tariff do not  
include federal transportation tax.**

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# LYNDEN AIR CARGO

## SECTION I – GENERAL TRANSPORTATION RULES AND REGULATIONS

### RULE

#### G2 DEFINITIONS

AIRBILL: A non – negotiable document covering the contract between the shipper and L2, also referred to as air waybill.

CARRIER: Refers to the Carrier as well as its subcontractors and agents, and all the respective members, directors, officers and employees thereof.

CONSIGNEE: The person or company whose name appears on the airbill as the party to whom the shipment is to be delivered.

DOT HAZARDOUS MATERIALS REGULATIONS: DOT Hazardous Regulations shall mean the Hazardous Materials Regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 177. Referred to as 49CFR171 – 177 in these rules and regulations.

FEDERAL AVIATION ACT: Federal Aviation Act of 1958, as amended.

GOODS: refers to those items with respect to which Carrier has been requested to or does perform services hereunder, including all packing and packaging as well as all other items or materials associated with such goods, including, without limitation, all wrappings, boxes, crates, cradles, pallets and containers; the terminology pieces, articles and commodities are alternative references to goods.

L2: LYNDEN AIR CARGO

INTERLINE SHIPMENT: A shipment routed via two or more successive carriers participating in this tariff.

LEGAL HOLIDAY: Any national, state or local legal holiday.

SEAL: A Fastening device, identifiable by letters, numbers or combinations of both used to secure the content of a container or other unit of packaging and which device, when broken, will evidence opening of the container or package.

SHIPMENT: A single consignment of one or more goods, from one shipper, at one time, at one address, tendered to L2 in one lot and moving on one airbill to one consignee, at one destination address. EXCEPTION: See ASSEMBLY SERVICE, Rule A1.

SHIPPER (or CONSIGNOR): Refers to the entity engaging Carrier with respect to the goods and, unless the context herein clearly indicates to the contrary, Shipper shall include the owner, consignee and all others who may have right of claim by, through or with respect to the goods, all of whom shall be jointly and severally liable for performance hereunder. Shipper expressly warrants that it has authority to bind each of the foregoing to the terms and conditions of this air waybill.

#### G3 REFERENCES

Where references are made to tariffs, items, pages, notes, rules, etc., such references are continuous and include supplements thereto and revised or additional original pages or reissues thereof.

#### G4 NUMBERS

Where numbers connected by the word "to" are used, the series indicated shall include the numbers shown.

#### G5 DISPOSITION OF FRACTIONS

Fractions of pounds will be rounded up to the next full pound and fractions of cents will be rounded off to the nearest full cent.

#### G6 COMPUTATION OF DAYS

Full calendar days will be used, including Sundays and Legal Holidays.

EXCEPTION: When the last day falls on a Sunday or Legal Holiday, the next following calendar day (other than a Sunday or Legal Holiday) will be included.

#### G7 AIR WAYBILL AND TRANSPORTATION AGREEMENT

The following are the terms and conditions for transportation set forth on the reverse of the L2 air waybill. These terms and conditions along with the supplemental terms and conditions set forth in this tariff constitute the entirety of the agreement between Shipper and L2 with respect to each shipment of goods and may not be altered or amended without the express written consent of L2.

##### 1. Definitions.

(a) "Carrier" refers to the Carrier as well as its subcontractors and agents, and all the respective members, directors, officers and employees thereof.

(b) "Shipper" refers to the entity engaging Carrier with respect to the goods and, unless the context herein clearly indicates to the contrary, Shipper shall include the owner, consignee and all others who may have right of claim by, through or with respect to the goods, all of whom shall be jointly and severally liable for performance hereunder. Shipper expressly warrants that it has authority to bind each of the foregoing to the terms and conditions of this air waybill.

(c) "Goods" refers to those items with respect to which Carrier has been requested to or does perform services hereunder, including all packing and packaging as well as all other items or materials associated with such goods, including, without limitation, all wrappings, boxes, crates, cradles, pallets and containers.

(d) "Consignee" refers to the entity identified on the face hereof to receive the goods.

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

(f) "Montreal Convention" refers to the Convention For The Unification Of Certain Rules Relating To International Carriage By Air, signed at Montreal, 28 May 1999, including any Protocols thereto ratified by the United States.

2. Basic Agreement. In tendering goods to Carrier, Shipper agrees to the terms and conditions of this air waybill and Carrier's tariff. If Carrier should complete this air waybill and/or execute it on the behalf of Shipper and/or Consignee, then Carrier shall be deemed to have done so at the request and on behalf of Shipper and/or Consignee, as applicable. The face of this air waybill shall identify the places of departure and destination as well as all agreed upon stopping places, provided that Carrier is authorized to alter or add additional places/stops as needed. Shipper warrants the accuracy and completeness of all instructions and particulars relating to the goods, including their nature, description, special 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 legal fees and other expenses) resulting from insufficient, inaccurate and/or incomplete instructions and/or particulars relating to the goods. The goods are received by Carrier in apparent good order (unless noted otherwise) for the intended carriage. Carrier shall have the right to refuse carriage of goods at any time if it deems the goods and/or intended carriage are in any way dangerous, likely to cause harm or otherwise inappropriate. Carrier shall have the right to re-weigh and/or inspect goods.

##### 3. Freight, Charges and Payment.

(a) Freight. Freight, including all charges assessed pursuant to Carrier's tariff, shall be based upon instructions or particulars furnished by Shipper but may be recalculated if the instructions or particulars are inaccurate or incomplete.

(b) Charges. All other charges, dues, taxes, duties, fines, penalties applicable to the goods, all advances made by Carrier, all additional expenses incurred by Carrier by virtue of Shipper's actions, omissions or failure to comply with its obligations set forth herein, and all expenses

incurred as a result of any unforeseen or extraordinary circumstances shall be for the account of Shipper.

(c) Payment. Freight and all charges shall be fully earned upon tender of the goods by Shipper and shall be due and payable as set forth in the tariff. Carrier must agree to, and Shipper must enter on the face of this air waybill, all COD amounts, which shall be subject to these terms and conditions as well as Carrier's tariff. All sums shall be paid in US dollars without deduction or offset. Sums due which have not been paid shall accrue interest at the rate of one percent (1%) per month (or the highest rate allowed by law) from date due until paid in full. Shipper, including all entities identified in the definition of that term, shall be jointly and severally liable for payment of all sums due Carrier under this air waybill.

(d) Lien. Carrier shall have a lien upon the goods which shall survive delivery to secure payment of all sums due under this air waybill. Further, Shipper grants Carrier a consensual lien upon all Shipper's personal property subsequently in the possession of Carrier to secure payment of said sums. Carrier shall be entitled to assert such lien rights at any time, including withholding delivery until payment is made and/or holding public or private sale of 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.

4. Special and/or Hazardous Goods. Shipper must identify to Carrier in writing and prior to shipment all goods requiring specialized handling and/or which are dangerous or hazardous in character, and Carrier must specifically assent to the carriage of such goods. If accepted by Carrier, Shipper shall provide complete and accurate handling instructions, including all relevant safety procedures, and all documentation, and shall otherwise comply with all laws and regulations applicable to such goods. If the special, dangerous and/or hazardous character of such goods creates risk of harm to person or property or makes the continued carriage impractical, Carrier shall, at Shipper's sole risk and expense, discharge, store and/or dispose of such goods.

5. Routes, Methods, Etc. Carrier shall use reasonable dispatch and due diligence to complete carriage hereunder, but does not guarantee any particular departure, arrival or connection times or dates, and shall have liberty with respect to selection of conveyances, routes, procedures and methods of carriage.

6. 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 such hindrances occur, Carrier shall, if feasible, notify Shipper for instructions with respect to the goods, 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 appears reasonable. Upon occurrence of any hindrance, either party may terminate this agreement.

7. Tender and Delivery. Shipper shall tender the goods to Carrier at the airport identified in good order and condition, packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of air carriage. Goods shall be deemed delivered to Consignee at the

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destination airport upon notification to Consignee of their arrival, with Consignee obligated to receive and take the goods as promptly as they can be discharged and with such discharge to be at Shipper's sole risk and expense. Goods which have been received and taken by Consignee, which have been tendered to Consignee by notification but have either been refused or not promptly received or taken by Consignee, which have been taken or seized by governmental authorities or under legal process, or which cannot be delivered because of Shipper's fault or neglect or inaccuracy or inadequacy of instructions or for other reasons beyond Carrier's control, shall be deemed to have been fully delivered with Carrier's responsibility with respect to such goods to thereupon cease. Any actions taken by Carrier with respect to the goods after delivery shall be deemed performed solely as agent for Shipper and shall be at Shipper's sole risk and expense.

8. Subcontracting. Carrier shall be entitled to interline and/or subcontract upon any terms the whole or any part of the handling, storage or carriage of the goods and all duties undertaken in relation to the goods. Each employee, agent and subcontractor of Carrier shall be entitled to the same rights, including limitations upon, defenses to and exemptions from liability, afforded Carrier. Carrier may subcontract and/or procure services from affiliated entities, with such entities to be treated as third parties so long as the services offered and rates charged are competitive for such services.

9. Foreign Law, Customs, Documentation. Shipper shall furnish such information and attach to this air waybill all documentation necessary to meet the requirements of foreign law and/or customs, shall comply with all applicable laws and regulations of any country to, from, through or over which the goods may be carried, including those relating to packaging, carriage and/or delivery, and shall be responsible for furnishing all such information and attaching all such documentation to this air waybill. Carrier shall not be liable for loss, damage or expense occasioned by the absence, irregularity or insufficiency of any such information or documentation.

10. Montreal Convention. If the carriage involves a destination or stop(s) in a country other than the United States, the Montreal Convention may be applicable. The Montreal Convention governs, and in most cases limits the liability of carriers with respect to, loss, damage or delay to cargoes unless a higher value is declared in advance by Shipper and a supplementary charge is paid (if required). If the Montreal Convention is applicable, then it shall be deemed fully incorporated into this air waybill and shall override any conflicting provision of this air waybill to the extent of such conflict but no more, and only for that portion of the carriage service as to which the Montreal Convention applies. Update with Montreal Convention language.

11. Liability. Carrier's liability with respect to the goods, Shipper and/or any other party 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: acts of God; perils of the air; public enemies; acts of war; public authorities acting with actual or apparent authority; fire (unless caused by the actual fault or privity of Carrier); quarantines; acts or omissions of Shipper and/or the owner of the goods, including their agents or representatives; strikes; lockouts or other labor disputes; sabotage; riots and civil commotions; 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, provided the seal remains unbroken and the container or other package is not physically damaged; errors in aircraft piloting, handling or navigation; and/or any other cause arising without the actual fault and privity of Carrier.

(b) Consequential Damages. Carrier shall not be liable for any consequential or special damages of any type or nature whatsoever and howsoever arising, whether Carrier had or should have had knowledge such damages might be incurred, including without limitation loss of profits, income, business opportunities and ability to use undamaged component or system parts.

(c) Limitation of Liability; Higher Value. Carrier's liability with respect to the goods, 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 \$50 (fifty cents) per pound actual weight of the lost, damaged, etc. goods, with a minimum liability of \$50 for any given shipment. If Shipper has declared in writing to Carrier a higher value for such goods and Carrier has agreed to carry those goods at the higher value so declared, Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver such goods or the declared value, and an additional charge shall be made for any declaration of higher value which has been accepted by Carrier. Carrier shall not be liable to Shipper or any other party 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 or in any fashion relating to the goods other than as specifically allocated to Carrier in this air waybill.

(d) Delivery in Good Condition. Delivery of the goods without written notification of damage on the face of this air waybill or the delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when received by Carrier.

12. Claims. As a condition precedent to recovery against Carrier:

(a) The goods must be carefully inspected immediately upon delivery and any loss or damage then evident must be noted on Carrier's copy of the air waybill or on the delivery receipt.

(b) 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 following delivery, after which time it shall be conclusively presumed that the goods were delivered in the same condition as when received.

(c) In the event of goods which have been delayed, lost or otherwise not delivered, Carrier must be given written notice of said delay, loss or failure to deliver within fifteen (15) days from the date upon which the goods should have been delivered.

(d) Carrier shall have a reasonable opportunity to inspect the goods, including their packing or packaging, in the same condition as when delivered and before any alteration or destruction.

(e) A written claim for loss or damage specifying the particulars thereof must be filed with Carrier within nine (9) months of the date of delivery or date upon which the goods should have been delivered.

(f) Suit against Carrier must be filed two (2) years following the date of delivery of the goods, date on which the goods should have been delivered, or date from which Carrier disallowed the claim or pertinent part of the claim, whichever is later.

(g) Notwithstanding the foregoing, there shall be no recovery from Carrier until the freight and all other sums due Carrier have been paid in full.

13. Insurance. Carrier offers a program of shipper's interest cargo insurance to its customers, the full particulars of which are available at any Carrier office. In the event Shipper elects to purchase such insurance, the proceeds of such insurance shall be first utilized to address any claim for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise before Carrier's liability for such loss, damage, etc. shall be applicable, with Carrier's liability then to be excess to the shipper's interest insuring program but subject to the terms and conditions of this air waybill and Carrier's tariff.

14. Forum, Law and Legal Fees. Any suit relating to this air waybill or services hereunder must be filed in the state or federal courts located in Seattle, Washington with the parties consenting to the exclusive personal jurisdiction of said courts. The law applicable to this air waybill and performance hereunder shall be federal law to the extent there is a specific statute or rule of law, but otherwise the law of the State of Washington shall apply. The prevailing party in any litigation shall be entitled to recover its reasonable legal fees and costs.

15. Construction and Execution. The headings used in this air waybill are for convenience of reference only and shall not be deemed substantive. This air waybill shall be construed neutrally, rather than for or against either party, with the construction of all documents to be given the following priorities: this air waybill; Carrier's tariff; all other documents constituting the agreement of the parties pursuant to section 16, below. This air waybill may be executed in counterparts, by facsimile signatures and/or by agents or representatives. The persons executing this air waybill warrants authority to do so.

16. Entire Agreement. This air waybill, any Carrier rate quotation, load fax confirmation, delivery receipt and other document issued by Carrier with respect to the goods, the Warsaw Convention (as applicable) and Carrier's tariff, constitutes the entire agreement between the parties, superseding all prior and other agreements or understandings, whether oral or written. This agreement may not be altered or amended without Carrier's written consent.

17. Tariff Availability. Carrier's tariff is available to Shipper at any Carrier office during regular working hours, and is also available on Carrier's website at the following address: [www.lac.lynden.com](http://www.lac.lynden.com).

## G8 ROUTING AND REROUTING

In order to protect all shipments accepted for transportation, L2 will determine the routing of any shipment not routed by the shipper. L2 will change the routing in order to expedite the shipment via any air or surface carrier. The transportation charges shall be no greater than the lowest transportation charge applicable to the service required for origin to destination via the routing shown on the airbill.

## G9 AVAILABLE SPACE AND EQUIPMENT

- (A) L2 will transport all shipments consistent with its capacity to carry and subject to the availability of equipment of the size and type capable of handling such shipment.
- (B) L2 will determine on a reasonable and non-discriminatory basis, the priority of carriage between shipments and shall decide which shipments shall not be carried on a particular flight and which shall be removed at any time or place, and when a flight shall proceed without all or any part of a shipment.
- (C) U.S. Priority Mail, Small Package Service (SPS) and priority shipments shall at all times have transportation priority over all other types of air cargo.

## G10 SCHEDULES

L2 has no obligation to commence or to complete carriage within a certain time or in accordance with any specific schedule, or to make connections with any other carrier, or for error in any statement of times of departure or arrival.

## G11 DESCRIPTION OF SHIPMENTS

- (A) The contents of shipments must be indicated by accurate and specific descriptions on the airbill.
- (B) The number of pieces included in a shipment must be specified on the airbill.

## G12 PACKAGING AND MARKING REQUIREMENTS

- (A) Shipments must be prepared or packaged to insure safe transportation with ordinary care in handling.
- (B) Any article susceptible to damage by ordinary handling or as a result of any condition which may be encountered in air transportation must be adequately protected by proper packing and bear appropriate labels or markings.
- (C) All shipments of articles and commodities which are susceptible to leakage must be packed by the shipper in solid, leakproof boxes or inner containers such as heavy polyvinyl bags.
- (D) Each piece must be legibly and durably marked with the name and address of the shipper and consignee.
- (E) Pieces with a weight in excess of the floor bearing capacity of available aircraft (200lbs/sq.ft.) must be provided with a suitable skid or base which will distribute the weight of the pieces so as not to exceed such aircraft capacity. The weight of the shipment must include the weight of the skid or base.
- (F) Packing, marking and labeling of hazardous materials/dangerous goods must comply with the dangerous goods regulations 49CFR171 - 177 or IATA/ICAO regulations.

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## SECTION I – GENERAL TRANSPORTATION RULES AND REGULATIONS

### RULE

#### G13

##### SHIPMENTS ACCEPTABLE

Property is acceptable for transportation only when the rules and regulations of this tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee or owner.

#### G14

##### SHIPMENTS NOT ACCEPTABLE

- (A) Shipments which require L2 to obtain a Federal, State or local license for their transportation will not be accepted when L2 has elected not to comply with such license requirements.
  - (B) Shipments not accompanied by proper documentation and necessary information as required by any convention, law or government regulation.
  - (C) When required advance arrangements have not been satisfactorily completed.
  - (D) L2 will not accept a shipment for transportation when it reasonably appears that the shipment is:
    - (1) improperly packed or packaged;
    - (2) of a kind or type likely to incur damage from high or low temperature, notwithstanding the ordinary care in handling of such shipment by L2 when available facilities cannot protect the shipment against such conditions;
    - (3) of an inherent nature or defect which indicates that transportation could not be furnished without loss or damage to the shipment.
- EXCEPTION: When L2, at the time shipment is tendered, notes on the airbill that deficiencies exist in packaging or environmental requirements, L2 will not be liable for damages incurred as a direct result of the stated deficiencies or cited inherent defect, noted as "Shipper's Risk" on the airbill.

#### G15

##### QUALIFIED ACCEPTANCE OF SHIPMENTS

- (A) Shipments containing or consisting of dangerous goods/hazardous materials will be accepted only when such shipments are in conformity with applicable laws and regulations.
- (B) Shipments received damaged, improperly packed or likely to incur damage under normal handling will be accepted only when L2, at time of acceptance, notes on the airbill that damages pre-exist or that deficiencies exist in packaging or environmental requirements and L2 will not be liable for damages incurred as a direct result of the stated deficiencies or cited inherent defect, stated as "Damages When Received" or "Shipper's Risk" on the airbill.

#### G16

##### HAZARDOUS MATERIALS

- (A) Hazardous Materials will be accepted for air transport:
  - (1) within the U.S. only when conforming to, and declared under, either U.S. 49CFR or ICAO/IATA.
  - (2) To, from, or between points within other countries only when conforming to, and declared under, ICAO/IATA.
- (B) Hazardous Materials declared under:
  - (1) U.S. 49CFR (for domestic transport only) are subject to paragraph (C) below.
  - (2) ICAO/IATA (for domestic or international transport) are subject to paragraph (C) below.
- (C) Hazardous Materials:
  - (1) Shippers declarations will be accepted if certified in compliance with U.S. 49CFR or ICAO/IATA.
  - (2) Shipments under U.S. D.O.T. exemption (D.O.T. – E) must comply fully with U.S. 49CFR Air Carrier acceptance rules or be accompanied by a complete and current copy of the applicable exemption document and may be delayed for management approval.
  - (3) Labeled as Explosive, Oxidizer (and Oxygen), Organic Peroxide, or Corrosive may be delayed due to incompatibility of cargoes, loading restrictions and/or separation standards.
  - (4) Consisting of certain explosives and/or quantities of flammable liquid materials forbidden or exceeding that permitted by 49CFR 172.101 may be accepted for transport aboard cargo aircraft only by prior arrangement when other transport methods are not available or are impractical (see U.S. 49CFR 175.320).
  - (5) Which are also certain self-propelled vehicles and when labeled "Cargo Aircraft Only" may be transported without draining the flammable/combustible liquid fuel from integral tanks only under certain conditions by prior arrangement.
  - (6) When as dry ice (carbon dioxide, solid) in aggregate quantities exceeding the package limits permitted in U.S. 49CFR 172.101, require prior arrangement.
  - (7) When as shipments of regulated asbestos will require prior approval.
- (D) Rates:
  - (1) In addition to all other applicable transportation charges, a surcharge may apply for each shipment containing hazardous materials.
- (E) Hazardous Waste:
  - (1) Hazardous waste (defined in U.S. 49CFR 171.0) will be accepted subject to conditions in 49CFR, 40CFR and any other applicable regulations. Prior arrangements may be required.

#### G17

##### SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS

The shipper must contact L2 to determine shipping requirements and arrangements before tendering a shipment:

- (A) liable to impregnate, pollute, contaminate or otherwise damage equipment or other shipments;
- (B) requiring special attention, protection or care;
- (C) containing articles of extraordinary value;
- (D) with a declared value of \$25,000.00 or more;
- (E) containing live animals;
- (F) human remains (other than cremated);
- (G) with accompanying attendants;
- (H) of certain hazardous materials referred to in Rule G16.

#### G18

##### ACCEPTANCE AND CARRIAGE OF LIVE ANIMALS

- (A) Live animals include all mammals, birds, fish, crustacea, shellfish, insects, reptiles, worms and amphibia.
- (B) Acceptance and transportation of live animals is subject to advance arrangements and special conditions. Information will be provided to the shipper at the time advance arrangements are made.

#### G19

##### ACCEPTANCE OF ARTICLES OF EXTRAORDINARY VALUE

- (A) Article of extraordinary value include:
  - Antiques\*
  - Works of art\*
  - Bills of exchange/bonds/stocks/money/bullion/gold/silver/platinum/precious metals
  - Coins/currency/promissory notes
  - Diamonds, natural or industrial
  - Furs, except raw, unprocessed or unfinished
  - Gems, cut or uncut
  - Jewelry (other than costume)
  - Pearls (cultured)/ivory
  - Share coupons and stamps
  - Travelers checks/securities
  - Watches\*
  - Any article having a declared value for carriage of \$450.00 or more per pound
- \*commodities with a declared value of more than \$50.00 per shipment
- (B) Acceptance and transportation of articles of extraordinary value is subject to advance arrangements and special conditions. Information will be provided to the shipper at the time advance arrangements are made.

# LYNDEN AIR CARGO

## SECTION I – GENERAL TRANSPORTATION RATES AND CHARGES

### RULE

#### G20

##### INSPECTION OF SHIPMENTS

- (A) All shipments are subject to inspection by L2, but L2 shall not be obligated to perform such inspection.
- (B) Consignee may not inspect or examine the contents of any part of any package in the shipment prior to signing the receipt for the shipment on the delivery copy of the airbill.

#### G21

##### AIRBILL AND SHIPPING DOCUMENTS

- (A) The shipper must prepare and present an airbill with each shipment tendered for transportation. If the shipper fails to present an airbill, or presents an incomplete airbill, L2 will prepare or complete the airbill and the shipper shall be bound by such airbill.
- (B) Any shipment transported for the United States Government must be accompanied by a Government Bill of Lading or Government Transportation Request.
- (C) Any shipment containing hazardous materials must be accompanied by properly executed hazardous materials forms as required by 49CFR171 – 177 or IATA/ICAO regulations.
- (D) L2 reserves the right to re-weigh or exception rate freight shipments while in L2's possession. If a re-weigh or exception rating occurs, the airbill shall be noted as "re-weighed" or "bulked". The signed delivery receipt, with such notations added, shall be deemed to be corrected information and shall take precedence over any weight or measurements shown on the shipper's copy of the airbill.
- (E) No agent, servant or representative of L2 has the authority to alter, modify or waive any provisions of the airbill contract or any of these rules and regulations.
- (F) The airbill, these rules and regulations and rates applicable to the shipment shall apply at all times when the shipment is being handled by or for L2, including any ground service rendered by or for L2 in connection with the shipment.

#### G22

##### COMPLIANCE WITH GOVERNMENT REQUIREMENTS

- (A) The shipper must comply with all laws and government regulations applicable to the shipment, and shall provide required documentation. L2 does not have to inquire into the correctness or sufficiency of documentation and shall not be liable for loss or expense due to shipper's failure to comply with this provision.
- (B) L2 will not be liable if it refuses to carry a shipment which, in L2's judgement, would violate applicable laws or government regulations.

#### G23

##### LIABILITY OF CARRIER

Carrier's liability with respect to the goods, Shipper and/or any other party 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: acts of God; perils of the air; public enemies; acts of war; public authorities acting with actual or apparent authority; fire (unless caused by the actual fault or privity of Carrier); quarantines; acts or omissions of Shipper and/or the owner of the goods, including their agents or representatives; strikes; lockouts or other labor disputes; sabotage; riots and civil commotions; 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, provided the seal remains unbroken and the container or other package is not physically damaged; errors in aircraft piloting, handling or navigation; and/or any other cause arising without the actual fault and privity of Carrier.
- (B) **Consequential Damages.** Carrier shall not be liable for any consequential or special damages of any type or nature whatsoever and howsoever arising, whether Carrier had or should have had knowledge such damages might be incurred, including without limitation loss of profits, income, business opportunities and ability to use undamaged component or system parts.
- (C) **Limitation of Liability: Higher Value.** Carrier's liability with respect to the goods, 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 \$.50 (fifty cents) per pound actual weight of the lost, damaged, etc. goods, with a minimum liability of \$50 for any given shipment. If Shipper has declared in writing to Carrier a higher value for such goods and Carrier has agreed to carry those goods at the higher value so declared, Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver such goods or the declared value, and an additional charge shall be made for any declaration of higher value which has been accepted by Carrier. Carrier shall not be liable to Shipper or any other party 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 or in any fashion relating to the goods other than as specifically allocated to Carrier in this air waybill.
- (D) **Delivery in Good Condition.** Delivery of the goods without written notification of damage on the face of this air waybill or the delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when received by Carrier.

**Claims.** As a condition precedent to recovery against Carrier:

- (A) The goods must be carefully inspected immediately upon delivery and any loss or damage then evident must be noted on Carrier's copy of the air waybill or on the delivery receipt.
- (B) 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 following delivery, after which time it shall be conclusively presumed that the goods were delivered in the same condition as when received.
- (C) In the event of goods which have been delayed, lost or otherwise not delivered, Carrier must be given written notice of said delay, loss or failure to deliver within fifteen (15) days from the date upon which the goods should have been delivered.
- (D) Carrier shall have a reasonable opportunity to inspect the goods, including their packing or packaging, in the same condition as when delivered and before any alteration or destruction.
- (E) A written claim for loss or damage specifying the particulars thereof must be filed with Carrier within nine (9) months of the date of delivery or date upon which the goods should have been delivered.
- (F) Suit against Carrier must be filed two (2) years following the date of delivery of the goods, date on which the goods should have been delivered, or date from which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
- (G) Notwithstanding the foregoing, there shall be no recovery from Carrier until the freight and all other sums due Carrier have been paid in full.

#### G24

##### INDEMNIFICATION

The shipper and the consignee shall be liable, jointly and severally, to pay or indemnify L2 for all claims, fines, penalties, damages, attorney's fees, court costs and fees, other costs and sums which may be incurred, suffered or disbursed by L2 by reason of any violation of any of the rules and regulations contained in L2 rules and regulations, or for any other default of the shipper or consignee with respect to a shipment.

#### G25

##### LIABILITY FOR CHARGES

Freight and all charges shall be fully earned upon tender of the goods by Shipper and shall be due and payable as set forth in the tariff. Carrier must agree to, and Shipper must enter on the face of this air waybill, all COD amounts, which shall be subject to these terms and conditions as well as Carrier's tariff. All sums shall be paid in US dollars without deduction or offset. Sums due which have not been paid shall accrue interest at the rate of one percent (1%) per month (or the highest rate allowed by law) from date due until paid in full. Shipper, including all entities identified in the definition of that term, shall be jointly and severally liable for payment of all sums due Carrier under this air waybill.

#### G26

##### APPLICATION OF RATES AND CHARGES

- (A) L2's local rates and charges are applicable on all shipments accepted by L2 except on those shipments where L2 has agreed to provide transportation jointly with other carriers.
- (B) All shipments are subject to the rates and charges in effect on the date a shipment is accepted by L2. Rates published are subject to change without prior notice and the rates in effect shall take precedence over any published rates.
- (C) Rates and charges apply from airport to airport only.
- (D) Rates are published for:
  - Small Package Service (SPS)
  - General Commodity Rates (GEN)
  - Exception Rates to General (GEN) and Priority (PRI) Commodity Rates (See Section IV)
  - Priority Commodity Rates (PRI)
  - Backhaul Rates
  - Additional Rates
- (E) **Pivots:** General rates are published for different minimum weights (weight breaks), usually 1, 100, 500, 1000 and 5,000 pounds. Depending on the gross weight of the shipment, the lower of the following rate weight charges apply:
  - (1) The charge computed at the rate applicable to the weight of the shipment.
  - (2) The charge for the minimum weight computed at the lower rate but applicable to the higher weight break.

# LYNDEN AIR CARGO

## SECTION I – GENERAL TRANSPORTATION RATES AND CHARGES

### G27 CHARGES ON MIXED SHIPMENTS

Charges on shipments containing two or more differently rated commodities will be assessed as follows:

- (A) When the shipper indicates the weight for each commodity: on the actual weight of each commodity specified on the airbill at the rate applicable to the chargeable weight of the shipment. The chargeable weight shall not be less than the highest minimum weight for any rate used. Any deficit in such chargeable weight shall be charged at the lowest applicable rate.
- (B) When the weight for each commodity is not indicated separately on the airbill: on the chargeable weight of the entire shipment at the highest rate and minimum charge applicable to any commodity in the shipment.

EXAMPLE:

<u>Chargeable weight</u>		<u>Applicable Rate/CWT</u>	<u>Charge</u>
(a) couch	130 lbs.	\$32.00	\$41.60
food	<u>125 lbs.</u>	\$24.00	<u>\$30.00</u>
	255 lbs.		\$71.60
(b) couch			
food	255 lbs.	\$32.00	\$81.60

### G28 PAYMENT OF CHARGES

- (A) Rates and charges published by L2 are stated in United States currency and are payable in such currency.
  - (B) All charges must be paid at the time of acceptance by L2 in the case of a prepaid shipment or at the time of delivery in the case of a collect shipment.
- EXCEPTION: Credit for payment of charges on a shipment will be extended if the shipper or the consignee has requested it and L2 has agreed in advance to extend such credit.

### G29 CHARGES PREPAID OR COLLECT

- (A) Shipments that must be prepaid (or shipper guarantees in writing the payment of collect charges) include:
    - (1) Human Remains
    - (2) Household goods, used, not for resale
  - (B) Shipments that must be prepaid or for which L2 has extended credit to the consignee include shipments continuing to destinations beyond L2 delivery points.
- EXCEPTION 1: Shipments will be accepted for carriage "Cash Collect" as far as L2 delivery points with further carriage determined by the consignee and L2 destination agents.

### G30 OVERCHARGE PROCEDURES

- (A) Claims based on overcharge must be made in writing within 180 days of receipt of billing.

# LYNDEN AIR CARGO

## SECTION II – ACCESSORIAL SERVICES

### RULE

- A1 CONSOLIDATION OR DISTRIBUTION SERVICE  
L2 will perform either Consolidation or Distribution Service for any shipment, but not both on the same shipment, and this may be subject to a service charge.
- (A) CONSOLIDATION SERVICE will be performed by L2 subject to the following:
- (1) L2 will accept two or more shipments from one or more shippers at point of origin to one destination for delivery to one consignee. L2 will consolidate the parts on one master airbill.
  - (2) L2 must be notified of consolidation request no later than tender of the first shipment. Notification shall be from the shipper or consignee (if more than one shipper).
  - (3) If more than one shipper, consignee shall notify L2 of shippers and shipments expected. It shall be the consignee's responsibility to notify the shippers of the assembly service being performed.
  - (4) If more than one shipper, all charges applicable to the consolidated shipment shall be paid by the consignee or approved third party.
  - (5) The consolidated shipment will be considered complete at 9:30 p.m. of the second day (but not more than 48 hours after initiation). Any shipment received after that time will be considered a single, separate shipment subject to applicable rates.  
EXCEPTION: Prior arrangements have been agreed upon and so noted on the master consolidation record at L2 origin.
- (B) DISTRIBUTION SERVICE will be performed by L2 subject to the following:
- (1) Distribution Service is available in Anchorage only.
  - (2) L2 receives written instructions to provide distribution service at the time of receipt of the shipment.
  - (3) The shipper presents to L2, with the shipment, a manifest giving the proper breakdown of the shipment and an individual manifest listing the goods to be delivered to each address.
  - (4) The shipment is prepaid to the distribution point, when the parts are to be delivered to more than one consignee.  
EXCEPTION: The entire shipment is to be billed to one consignee, but delivered to more than one consignee.
  - (5) Each part of a distribution shipment shall be considered as an individual shipment for the purpose of determining the charges for declared value.
- A2 STORAGE
- (A) A shipment will be held by the carrier without charge for 3 days after notification to the consignee of arrival.  
EXCEPTION: Shipments of a perishable nature whose value may be diminished by continued storage, after notification, will be disposed of without liability to the carrier prior to the 3 day allowance unless prior written arrangements have been agreed upon by L2.
- (B) The carrier will continue to hold such shipment for the shipper and/or consignee for a charge of \$ .75 per 100 lbs. per day subject to a \$45.00 minimum per week for 30 days. If such continued holding is not practicable, or the nature of the shipment prevents its storage at carrier's premises, at its discretion, carrier will either:
- (1) place the shipment in a public warehouse, at the expense of the shipper and/or consignee subject to a lien for all transportation, storage, delivery, warehousing, and other charges, or
  - (2) after notification to shipper and/or consignee, L2 shall dispose of the shipment through private or public sale.
- (C) When the shipment is held by the Carrier after the expiration of free time, Carrier's liability shall be reduced to that of a warehouseman. If the shipment is placed in a public warehouse, carrier's liability for the shipment shall terminate.
- (D) Outbound shipments delivered to carrier's premises, which are not acceptable for any reason will be subject to storage charges as prescribed (without any free time) from the first calendar day after the delivery until such shipment is made acceptable for carriage or removed.
- (E) The provisions of rule G7 governing Carrier's Lien under 3.(d) shall apply to all shipments which are stored pursuant to this rule.
- A3 C.O.D. (COLLECT ON DELIVERY) SHIPMENTS  
Upon request, L2 will accept and collect for C.O.D. shipments subject to the following:
- (A) In requesting C.O.D. service, the shipper must notify Carrier in writing of the total C.O.D. amount. L2 will not be liable for failure to collect the C.O.D. amount when shipper fails to notify Carrier. The shipper must mark each piece with the letters "C.O.D."
- (B) The shipper must indicate on their invoice the acceptable form of payment required.
- (C) Invoices (proof of C.O.D.) must be provided to L2.
- (D) L2 will collect the C.O.D. amount before release of the shipment to the consignee. There will be no privilege of examination of the shipment prior to the collection of the C.O.D. amount. No partial collection or partial delivery will be made.
- (E) L2 will remit the C.O.D. amount to the shipper or to the party designated by the shipper. The shipper must clearly and legibly indicate on their invoice the name and address of the designated party who is to be paid for the C.O.D.
- (F) The disposition of refused or unclaimed C.O.D. shipments or the release of the C.O.D. amount may be arranged by the shipper only in the following manner:
- (1) instructions placed on the airbill at the time of shipment, or
  - (2) by written instruction to the carrier at origin. The carrier will transmit the instructions to the carrier at destination, at the expense of the shipper.
- (G) Shipments with C.O.D. charges to be collected at destination will be accepted for carriage only as far as L2 destination points.
- (H) The following shipments will not be accepted C.O.D.:
- (1) Shipments requiring prepayment or the guarantee in writing of transportation charges.
  - (2) Shipments on which the total amount to be collected on delivery exceeds \$50,000.00
  - (3) C.O.D. pieces will not be accepted on the same airbill with pieces not moving C.O.D. Only pieces covered by one C.O.D. amount will be accepted on one airbill.
- (I) Credit will not be extended on the amount of the C.O.D.
- (J) L2's service charge for collecting the C.O.D. will be paid by the payer of the transportation charges.
- (K) When release of the C.O.D. amount is requested by the shipper, the C.O.D. fee must be paid by the shipper.
- (L) L2's service charge for collecting COD: see Accessorial Service Charges table, Rule A5.



# LYNDEN AIR CARGO

## SECTION II – ACCESSORIAL SERVICES

### RULE

A4

ADVANCEMENT OF CHARGES

- (A) Upon request, L2 will advance the following charges to persons other than shipper or consignee:  
(1) Prior or subsequent transportation charges paid to other transportation agencies.  
(2) Loading or unloading charges paid to public loaders.
- (B) Charges advanced must be supported by written evidence.

A5

ACCESSORIAL SERVICE CHARGES

Description of Service	Charges
CONSOLIDATION / DISTRIBUTION CHARGES	Contact Sales
COD CHARGES	\$25.00 per shipment
EXCESS VALUE CHARGE	\$ .50 per \$100.00 (or fraction thereof) over automatic coverage of \$.50 per pound
HAZARDOUS MATERIALS	\$25.00 per shipment
STORAGE CHARGES	\$ .75 per 100 lbs. per day after 3 days, \$45.00 min. per week
FEDERAL TRANSPORTATION TAX	6.25%
FUEL SURCHARGE MAY APPLY	

# LYNDEN AIR CARGO

## RULE

## SECTION III – BULK RATING RULES AND REGULATIONS

- B1** GOVERNING TARIFFS
- (A) L2's rates and charges are governed by the contract of carriage on the air waybill, and by General Transportation Rules and Regulations, in this tariff.
- (B) Hazardous Materials Regulations issued by the Materials Transportation bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 – 178 (49CFR 171 – 178).
- B2** APPLICATION OF RATES
- The rates and charges in this tariff apply from airport of origin to airport of destination.
- (A) General Commodity Rates (GEN) and Priority Commodity Rates (PRI) apply on all commodities except those which will not be accepted for transportation under the terms of this tariff or of governing tariffs.
- (B) Exception Rating to GEN and PRI rates: on a shipment consisting of commodities subject to an exception rating, see special tariff information in Section IV
- (C) Priority Commodity Rate (PRI): on a shipment consisting of commodity(s) subject to priority commodity rate(s):
- RULES AND REGULATIONS
- (1) Availability of Equipment and Space: Shipments traveling at the priority rate have boarding priority over shipments at the general commodity rate (see Rule G9). A request for priority service is not a reservation, however, and L2 makes no guarantees that a priority shipment will travel on a particular flight.
- (2) Receipt of Priority Shipment: Priority shipments must be received at L2's facility no later than two hours before flight departure.
- (3) Charge for Priority Service: If a priority rate is not published between origin and destination points, the priority rate will be calculated at 150% of the applicable general commodity rate, including the minimum charge. All pieces of the shipment will be calculated at the priority rate.
- (4) Failure to Transport on the Next Available Flight: If the shipper wishes to retain boarding priority, L2 will move the shipment on the next available flight and the charge will continue to be the priority rate. If the shipper requests a transfer to the general commodity boarding priority prior to shipping, L2 will refund the difference between the priority and the applicable general commodity rate.
- (D) Small Package Rates are available between scheduled service destinations.
- RULES AND REGULATIONS
- (1) Maximum weight is 100 pounds.
- (2) Maximum length and girth is 100 inches.
- (3) Shipments must check in 30 minutes prior to flight.
- (4) All other Priority rules apply.
- (E) Herc-Only Oversized: Contact Sales
- B3** MINIMUM CHARGE PER SHIPMENT
- (A) Local Rates: There will be a minimum charge per shipment.
- (B) Combination of local rates (applicable to L2 for shipment moving via L2 and one or more other carriers): the through minimum charge will be the minimum published in this tariff for L2's portion of carriage, plus the applicable charge for the other carrier(s) participating in the carriage, as stated in the other carrier's minimum charge per shipment rule.
- B4** UNPUBLISHED RATE CONSTRUCTION
- Shipments from a point of origin via Anchorage to the final destination, where all transportation is via L2 and there are no published rates, shall be rated at the sum of the local rates applicable to the routing used, including minimums.
- EXCEPTION: Shipper/Consignee may agree upon a separate rate and/or schedule of rates subject to certain volume or service criteria.

# LYNDEN AIR CARGO

## SECTION IV – EXCEPTION RATING TO BULK COMMODITY RATES (STATED AS PERCENTAGES OF THE BULK GENERAL OR PRIORITY COMMODITY RATES)

### SPECIAL TARIFF INFORMATION

EXCEPTION RATES

For use with outbound Anchorage GEN or PRI rates. Shipments travel space available unless priority service is requested. Human remains, live animals, live plants and flowers are treated as priority shipments.

<u>COMMODITY</u>	<u>PERCENTAGE</u>	
Aircraft / Fuselages / Wings /	Contract Sales	
Appliances / Household Goods / Cabinets /	150% of tariff	ANCHORAGE (907) 243-6150
Arctic Pipe / Manholes / Trusses	200% of tariff	
Auto Body Parts	130% of tariff	
Boats and Trailers	Contact Sales	TOLL FREE (Outside Anchorage)
Cabinet Refrigerator Cases	150% of tariff	
Crated Snowmachines / ATVs / Motorcycles	150% of tariff	(800) 770-6150
Culverts, Bed Liners, Canopies	250% of tariff	
Duct Work	150% of tariff	
Framed doors, Framed windows	200% of tariff	
Furniture	150% of tariff	
Human Remains	200% of PRI tariff	
Insulation by sheets	200% of tariff	
Live Animals	150% of PRI rate	
Live Plants	150% of PRI rate	
Modular Homes and Related Material	Contact Sales	
Pop Coolers	130% of tariff	
Refrigerator Units, Porta Pottys	200% of tariff	
Self-Propelled Vehicles up to 14' in length	175% of tariff	
Self-Propelled Vehicles over 14' in length	Contact Sales	
Shipments less than 10 lbs per cu. Ft. (Oversized)	250% of tariff	
Showers, Tubs	200% of tariff	
Tanks, Empty Drums	250% of tariff	
Truck Beds, Cabs	250% of tariff	
Uncrated Snowmachines / ATVs / Motorcycles	200% of tariff	
Dog Sleds	130% of tariff	
Arcade Machines	130% of tariff	
Outsized Cargo	Contact Sales	