



Terms and Conditions

Revision Number	Date
2	2026-08-25

Terms and Conditions

All transportation, warehousing, customs brokerage and any other logistics services offered by Link Terminals Ltd. (the “Company”) and any of their divisions or subsidiaries, are covered by these Terms & Conditions (“Conditions”) as well as any additional terms and conditions set out by any Quotes (“Quotes”) provided by Link Terminals Ltd.

Any reference to the “Customer” in these conditions refers to any party providing instructions to the Company, from time to time this may include, the shipper, the consignee and the owner of the goods.

Any reference to “Authorized Representative(s)” in these conditions refers to any representative appointed, from time to time, by the Customer. The Authorized Representative does not need to be a director of the Customer.

These conditions govern the rights and obligations of the Company and Customer in all services provided by the Company, unless otherwise agreed to. Any agreements that supersede or waive the following conditions, must be expressly agreed to, in writing, by Authorized Representatives of both the Company and the Customer under a Service Agreement (“Agreement”). In the case where an Agreement is silent on any matter, the Conditions will govern. In the case where an Agreement and the Conditions conflict, the Agreement will govern. In the case where the terms set out in a Quote conflict with the Conditions, the Quote will govern. Where the Quote is silent on any matter, the Conditions will govern.

By engaging the Company in any logistics services or advice, the Customer expressly agrees to these Conditions and certifies that the Conditions have been agreed to by an Authorized Representative of the Customer.

The Company may make changes to the Conditions periodically and without notice. The Conditions are available at www.linkterminals.com or by emailing accounting@linkterminals.com. Conditions are immediately in effect once changed

1. Scope of Services

The Company shall provide short-term yard storage, cargo protection, container loading, and short-haul drayage (trucking) services for customer-owned lumber delivered to our facilities.

The Company will provide the following services:

- a. Receiving material from sawmills or other approved suppliers;
 - b. Inventory receiving and inspection for visible shipping damage;
 - c. Outdoor storage of material;
 - d. Secured yard for material handling operations;
 - e. Loading material into empty containers; and
 - f. Coordination of drayage to ports or rail yards;
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2. Storage Period

The Company will provide:

- a. Up to **30 calendar days of storage at no charge** beginning on the date the lumber is received;
 - b. Additional storage between 31-60 calendar days may be subject to storage charges at the rates of \$2.50 per thousand board feet (MBF) per month; and
 - c. Storage beyond 61 calendar days may be subject to storage charges of \$5.00 per MBF per month.
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3. Receiving Standards

Upon arrival, The Company will:

- a. Record the date and time of receipt;
- b. Confirm the goods received from the delivery slip or Bill of Lading (BOL);
- c. Inspect for obvious visible damage; and
- d. Notify the Customer of any significant visible damage discovered upon receipt.

The Company is not responsible for hidden defects, manufacturing defects, moisture content, grading issues, or shortages during normal receiving procedures.

4. Storage Standards and Responsibilities

During the storage period, The Company will:

- a. Store material in a secure yard;
- b. Store material on dunnage to prevent ground moisture and dirt contact;
- c. Handle lumber using appropriate equipment;
- d. Take reasonable care to minimize damage during handling; and
- e. Maintain an inventory of received products.

We will exercise reasonable commercial care but we do not guarantee protection against circumstances beyond reasonable control.

Please note:

- a. The Customer retains ownership of all lumber at all times; and
 - b. Risk associated with inherent product characteristics (including checking, staining, shrinkage, natural weathering, or manufacturing defects) remains with the Customer.
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5. Loading Service

Upon written instruction from the Customer, The Company will:

- a. Retrieve the requested inventory;
 - b. Obtain trucking services including empty container(s);
 - c. Brush the top of every bundle on the day of loading to remove any debris;
 - d. Load the designated container;
 - e. Take photographic documentation of tagged lumber, container number, and condition;
 - f. Secure the load according to normal industry practices;
 - g. Seal Container with a standard container seal and provide seal number;
 - h. Transport container to designated Vancouver ports (Deltaport, FSD, Vanterm, Centerm) or rail ramps (CN/CPKC Vancouver); and
 - i. Complete client documentation where required.
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6. Customer Responsibilities

The Customer shall:

- a. Provide accurate BOL upon delivery of material into the facility;

- b. Ensure that all material is legally owned and free of liens or encumbrances;
 - c. Book inbound trucking appointments for unloading of material on site;
 - d. Ensure that lumber arrives on dunnage and is properly strapped and bundled;
 - e. Ensure that lumber is free of any pests and/or diseases;
 - f. Provide timely and accurate shipping documentation;
 - g. Provide complete loading instructions for reloading activities; and
 - h. Complete all necessary customs and export documentation for outbound materials.
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7. Invoicing

All invoices provided by the Company shall be paid within the expressly agreed to terms. The terms of payment are Net 15 days from the Invoice Date, all payments are due in full without deduction or setoff. The Company will apply payments on the specified invoices, regardless of earlier unpaid invoices. Any overdue invoices are subject to interest at 2% per month, or 26.8% per annum, on the outstanding balance plus collection costs.

The Customer must notify The Company in writing of any disputes regarding invoices within 15 days of the Invoice Date. The Customer will be deemed to have accepted the invoice in full and waive any and all claims or defenses to paying such invoice after the foregoing time period.

8. RIGHT OF DETENTION AND LIEN

a. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies owing either in respect of such goods, or for any particular or general balance or other monies owed, whether then due or not, by the Customer, sender, consignee or owner of the goods to the Company. The Company reserves the right to require the Customer to pay in advance, all charges related to the shipment.

b. If outstanding amounts remain unpaid 14 days after the Company sends notice of its right of detention or lien, the Goods may be sold at the discretion of the Company and net proceeds be applied to the monies owed to the Company less any costs that were incurred in order to sell or dispose of the goods. The Company will not be liable for any deficiencies or reduction in value received on the sale of the goods, nor will the Customer be relieved from the liability merely because the Goods have been sold.

9. Service Availability

Yard address:

**17880 Golden Ears Connector
Surrey, BC V4N 4M5**

Or at any yard organized by the Company.

Normal operating hours:

Monday to Friday

8:00 AM – 4:00 PM

Excluding statutory holidays.

Services requested outside normal operating hours may be accommodated subject to staffing availability and may incur additional charges.

10. Safety

For the safety of all truck drivers and visitors, all visitors are required to book an appointment prior to arriving at the Company's facility. Visitors and Drivers who have not booked an appointment may be refused entry.

All truck drivers and visitors must comply with yard safety rules, including:

- a. Following posted speed limits;
- b. Wearing required personal protective equipment;
- c. Following staff instructions; and
- d. Remaining within designated loading areas.

The Company reserves the right to refuse entry to anyone creating an unsafe condition.

11. Force Majeure

Neither Link Terminals, its Officers, Directors, Employees, Agents, Carriers or Independent Contractors will be responsible for the delay in transit, damage of goods or failure to perform the Services, at any time in which the performance is prevented by:

- i. Fire, explosion, acts of God, floods, hurricanes, tornadoes, earthquakes, severe weather conditions, or natural disasters;
- ii. Strike, lockout, labor shortages or disturbances;

- iii. War, terrorism, embargo, quarantine, riot, or civil disobedience;
- iv. Hijacking, robbery, or other crimes affecting the transport;
- v. Congestion, derailment or service issues affecting the Carriers;
- vi. Closing or disruption of affecting highways, rail networks, ports, air traffic or other transportation networks;
- vii. Acts of any Government Authority or Customs Agencies;
- viii. Acts of errors or omissions of the Customer; and
- ix. Any other cause outside of the reasonable control of the Company, its Employees, Agents, Carriers or independent Contractors.

The Company will provide notice within a reasonable time to the Customer of such delays or issues that affect the performance of services.

12. Claims

Any claim for visible handling damage or inventory discrepancy must be submitted in writing within five (5) business days following a container's departure from the Company's facility. The Company reserves the right to reject, at its sole discretion, any claim submitted after this five-day notice period.

Claims should include:

- a. Photographs;
- b. Container Number;
- c. Tag Identification;
- d. Container Seal Number;
- e. Description of the alleged damage; and
- f. Supporting shipping documentation.

13. Liability

The Company will exercise reasonable care while handling Customer property.

Except where prohibited by applicable law, the Company's liability for loss of or damage to Goods shall be limited to direct physical loss or damage caused by the Company's gross negligence or willful misconduct. In no event shall the Company be liable for indirect, consequential, special, incidental, or lost-profit damages.

The Customer agrees to defend, indemnify, and hold harmless the Company, its directors, officers, employees, agents, and contractors from claims arising from:

- pre-existing defects, improper banding, or instability of the Goods;

- the condition, packaging, loading, unloading, blocking, bracing, or securing of the Goods prior to receipt by the Company;
- inaccurate information provided by the Customer or its representatives; and
- acts or omissions of the Customer, its carriers, drivers, contractors, employees, or representatives.

The Company's maximum liability for any loss or damage shall be limited to the lesser of:

- the actual manufacturing cost (wholesale value) of the physically damaged portion of the Goods; or
- \$10,000 CAD.

In the event of a claim, the Customer shall not withhold payment of any invoice.

14. INSURANCE

The Customer retains ownership and title to the Goods at all times and is solely responsible for arranging and maintaining insurance covering the full value of the Goods while they are stored, handled, loaded, unloaded, or transported by the Company.

Rates charged by the Company do not include cargo or property insurance unless expressly stated in writing. Any insurance maintained by the Company is for its own protection and shall not be considered insurance on the Goods or for the benefit of the Customer.

The Customer's failure to obtain insurance shall not increase the Company's liability beyond the limits set out in these Terms and Conditions.

The Company may maintain Warehouseman's Legal Liability Insurance or other liability insurance for its own protection. Such insurance is intended solely to insure the Company's legal liability arising from its negligence and shall not be construed as insurance on the Goods or for the benefit of the Customer.

15. APPLICABLE LAW AND JURISDICTION

These Conditions shall be governed by the laws of Canada and the Province of British Columbia. By accepting the services provided under these Conditions, the Customer irrevocably attorns to the exclusive jurisdiction of the Courts of British Columbia and the Federal Court of Canada.

The Parties agree that where they have used electronic communications to transact in whole or in part any business such communications will be given legal effect in accordance with the provisions (so far as they may be applicable) of the Uniform Electronic Commerce Act as approved by the Uniform Law Conference of Canada.