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Particulars furnished by Merchant. All

JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (JIFFA) TERMS AND CONDITIONS OF NON-NEGOTIABLE WAYBILL (2013

This Waybill shall have effect subject to the "CMI Uniform Rules for Sea Waybills", which are deemed to be incorporated herein. The CMI Uniform Rules for Sea Waybill can be accessed on the website of CMI (currently www.comitemaritime.org) or are available from the Carrier on request.

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1. DEFINITIONS

(1) "Carrier" means the company mentioned on the face hereof by whom or in whose name the contract of carriage is concluded with a Merchant and who assumes repossibilities to the performance of the contract of the contract

ierumial operators, warehousemen, road, rail, sea, water and air transport operators and independent contractors and their respective servants, agents and subcontractors, whose services the Carrier procures for the performance of the whole or any part of the Garriage.

(3) Carrier in respect of the Goods.

(4) "Container in respect of the Goods.

(5) "Conds" means the cargo described on the face hereof and, if the Goods are packed into a Container supplied or furnished by or on behalf of the Merchant, includes the Container as well included in the Goods are packed into a Container supplied or furnished by or on behalf of the Merchant, includes the Container as will inlied the Rshipper, Consignor, Consignor, Consignor, cower and receiver of the Container as will inlied the Rshipper, Consignor, Consignor, cower and receiver of the Container as well inlied to the Shipper, Cansignor, Consignor, cower and receiver of the Container as well and anyone acting on behalf of any such person.

2 CLAL'SE Production of the Shipper, Cansignor, Consignor, cower and receiver of the Container as well as a set of paper, and the set of the Container as well as a set of paper, and the set of the Container as well as a set of the Container as a container as a set of the Container as a container and the Act, under the Act, under the container as a set of the Container as a container and the Act, under the Act, the Act, the Protocol of an antity similar to the International Convention fo

the Washall shall he conclusive evidence of recept of the Goods as so stated and proof to the contrary shall not be permitted provided always that the Consigne has acted in good faith.

A GOVERNING LAW AND JURISDICTION

The contract evidenced by or contained in this Washill shall be governed by Japanese law except as mas be otherwise provided for herein, and any action against the Carrier thereunder shall be brought before the Tokyo District Court in Japan.

CARRIER'S Takas trict's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are document to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Washall and the applicable Tariff, this Washall shall prevail.

A LIMITATION STATUTES.

Nothing in this Washall shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, status and the complex of the contract of the Washall.

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(1) The Carrier, by the issuance of this Washall and extract the permitted of the washall shall prevail.

(2) The provisions set out and referred to herein shall also apply when the Carriage is performed by one mode of transport only.

8) METHODS AND ROUTES OF CARRIAGE.

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(3) The Carrier may at any t

therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

9. INSPECTION OF GOODS

(1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the contents. If it thereupon appears that the contents of any part thereof cannot safety or properly be carried or carried further, either at all or without meuring any additional expense or taking any measures into the contents of the co

abandon the Carriage thereof and or take any measures and or near any additional expense to carry or to continue the Carriage to to store the same ashore or alloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under the Washall. The Merchant shall indemnify the Carrier against any expense so incurred.

Carrier shall not be failed to the base of the contents to be imported; the Carrier shall not be fable for any loss, damage or any other contents to be imported; the Carrier shall not be fable for any loss, damage or any other contents to be imported; the Carrier shall not be fable for any loss, damage or any other contents to be imported; the cover the cost of such opening, unpacking, inspection or repacking. The Contribution of the contents to be inspected, the cover the cost of such opening, unpacking, inspection and repacking from the Merchant.

10. CONTINGENCIES

(1) If at any time the period disturbance of shaltoners with the contents of the contents

arising out of or resulting from such Goods. Further, the Carrier shall be under no liability to make general average contribution in respect of such Goods.

(3) If the Goods of dangerous, inflammable, radioactive, or damaging nature, which were tendered in compliance with Paragraph (1) above, shall become a danger to the vessel, cargo or any other property or person, such Goods may in like manner be discharged, destroyed or rendered harmless without compensation to the Merchant.

(4) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnit the Carrier against all claims, losses, damages, or expenses, or personal mjuny or death, arising in consequence of the Carriage of such Goods.

(3) IEAN LIFE of a single piece or package exceeding one metric ton gross must be declared by the Merchant in writing before recept by the Carrier and miss be marked clearly and durably on the outside of the piece or package in letters and numbers not less than five centimeters high.

(2) In case of the Merchant's failure in its obligation under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to any property or for personal injury or death arising as a result of the Merchant's said failure and shall indemnity the Carrier against thall be responsible for loss of or damage to any property or for personal injury or death arising as a result of the Merchant's said failure and shall indemnity the Carrier against the construction of the Goods when received were free of any dent content to the outline of the Goods when received were free of any dent, exactly, hole, cut and brusse that could not have been found by ordnary care and diligence. The Carrier shall in no event be liable for such conditions.

could not have been found by ordinars care and diligence. The Carrier shall in no event be lable for an condition.

But halk for such condition. musture or any like condition of any inon, steel or metal products is not accordation of damped but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods han apparent good order and condition of doars and condition of the c

the limit and any partial loss or damage shall be adjusted pro rata on the bass of such celared value.

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing Right (SBP), as defined by the International Monetary Fund. The amounts mentioned in Paragraph (2) above shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the cours seved of the case.

(5) When the Goods have been packed into a Container by or on behalf of the enumerated on the face hereof, each Container including the entire contents thereof shall be considered as one package for the purpose of application of the Carrier's limitation of liability.

(6) The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or in time to meet any particular market or use and the Carrier's shall not be responsible for any direct, indirect or consequential loss or

damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the recleant stage of the Carriage 24 DEFENSES The defenses and limits of liability provided herein shall apply in any action against the Carrier for loss of or damage to the Goods or delay in delivery whether the action be founded in contract, in tort or otherwise.

28. LIABILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER PERSONS.

Carrier for loss of or damage to the Coops or of each in energy switcher in each on the Carlier to SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER FERSON.

10. ALABILAT OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER FERSON.

11. It an action for loss of or damage to the Goods is brought against any servants or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or heir servants or agents whose services the Carrier procurs for the performance of the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons shall be entitled to any alternactives of the defenses and limits of hability which the Carrier of such servants, agents or other persons can be called to mobe hereunder, and in entering into this Contract, the Carrier of such servants, agents or other persons and their servants and agents shall in on case exceed the limits provided herein.

(2) The Merchant shall indemnify the Carrier for any claim which may be made upon the Carrier to such servants, agents or other persons and their servants and agents shall not case exceed the limits provided herein.

(2) The Merchant shall indemnify the Carrier for any claim which may be made upon the Carrier to such servants, agents or other persons and their servants and agents in relation to the claims made against them by the Merchant.

(2) The Merchant shall indemnify the Carrier for any claim which may be made upon the Carrier or his agent at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Washill, or if the loss or damage is not apparent, within seven consecutive day therefore, and the Goods and the custody of the person entitled to delivery thereof under this Washill, or if the loss or damage is not apparent, within seven consecutive day therefore, and the Goods and the contract of the Goods and the person consecutive day therefore the Goods and the person of the Goods and the person of the Goods and the person

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28. MERCHANT PACKED CONTAINERS

(1) If a Container has not been packed by the Carrier, this Washill shall be a receipt only for the Container and the Carrier shall not be lable for any loss of or damage to the contents and the Merchant shall indemnity the Carrier against any mijury, loss, damage, liability or expense has been caused by:

(a) the manuer in which the Container has been filled, packed, sufficed or loaded, which manuer in which the Container has been for earnage by Containers, or

(b) the manuer in which the Container has been for earnage by Containers, or

1) If a Container has not been parked by the carrier, the Washil shall be a reception in If a Container has not been parked by the clarifier in the washil shall be a reception in the Container and the Merchant shall indemnits the Carrier against any injurt, loss, damage, lability or expense meured by the Carrier if such loss, damage, lability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded;

(b) the unsuitability of the cortiens for carriage by Containers, or

(i) the unsuitability of the circuit condition of the Container which would have been apparent upon reasonable inspection by the Merchant at op prior to the time the expensive them of the container which would have been apparent upon reasonable inspection by the Merchant at op prior to the time the container and the use of the Container shall be prima face evidence of the Container and the use of the Container shall be prima face evidence of the Container shall be prima face evidence of the Container and the use of the Container shall be prima face evidence of the Container and the use of the Container of the Carrier's obligation hereunder and the Carrier's shall into be faible for any loss of or damage to the contents of the Container.

(3) If the Container is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier's shall into be faible for any loss of or damage to the contents of the Container.

(3) If the Container is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier's shall in no event be liable for any loss of or damage to the contents of the Container.

(3) If the Container shall in one vent be liable for any divergence of the Carrier of the Carrier of the Carrier from and against any loss of or damage to the property of any other person caused the Carrier from and against

More and the wave depose of such Goods and responsibility attaining to min, where the Merchant 32, GENERAL AVERAGE (1) General average shall be adjusted, stated and settled at the port or place where the carrying sessel and/or her owner shall decide according to the York-Antwerp Rules of 1990 or an modification thereof, and any other rules, lass and usage of the port or place of the adjustment as may be stated in the ocean ball of lading issued for the Goods. Such cash deposit as the Carrier or the owner of the vessel may deem sufficient to cover shall be made by the Merchant to the Carrier or the owner of the word of the west of the deposit of the post of the deposit of the words of t

No services of agreement and the same of the Washington of the Washin, unless such waiver or variation is in writing and is specimently automated in writing by the Carrier.

53. U.S.A. LOCAL CLAUSE

(1) If the Carriage covered by this Washill includes Carriage to or from or through a port

or place in the Littled States of America, this Washill shall be subject to the Carriage of

or place in the Littled States of America, this Washill shall be subject to the Carriage of

order to the Carriage of America approved 16 April 1928

(1) If the Carriage of the Carrier of America approved 16 April 1928

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