## IAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (HFFA) TERMS AND CONDITIONS OF MULTIMODAL TRANSPORT BILL OF LADING (2013)

EFINITIONS

Carrier' means the company mentioned on the face hereof by whom or in whose to the contract of carriage is concluded with a Merchant and who assumes onsibility for the performance of the Carriage hereunder.

Sub-Contractor' includes owners, charterers and operators of vessels, stevedores, intelligence of the contractor and are transport operators and operators and are transport operators and their respective servants, agents and sub-contractors, are services the Carrier procures for the performance of the whole or any part of the services the Carrier procures for the performance of the whole or any part of the

whose services the Carrier procures for the performance of the whose or any part of the Carriego, and the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

(4) "Container" includes any container (including any open top, flat rack or platform container), pallet or any other similar article of transport used to consolidate goods.

(5) "Goods" 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 consulted to the Supplere, Consignor, Consigner, owner and receiver of the (6) "Merchant" includes the Supplere, Consignor, Consigner, owner and receiver of the operation.

(6) 'Merchant' includes the Shipper, Consignor, Consigne, owner and receiver of the Goods and the holder of this Bill of Lading and anyone acting on behalf of any such person.

2. CLAUSE PARAMOUNT

(1) As far as this Bill of Lading shall have effect subject to the provisions of the development of the control of the provisions of the development of the control of the provisions of the provision provisions of the provision provision provisions of the provision provisions of the provision provision provision provisions of the provision provision provisions of the provision provisions provisions provisions that the provision provision provision provisions provisions

is Bill of Lading, shall be entitled to receive or to transfer the Goods mentioned on the tils Bill of Lading, shall be prima facie evidence of the taking in charge by the Garrier of the Goods as described on the face hereof, unless a contrary indication such as "shipper's weight, load and count", shipper-packed container" or similar expressions has been made on the face hereof. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred to a third party acting in good faith.

4. GOVERNING LAW AND JURISDICTION

4. GOVERNING LAW AND JURISDICTION

5. CARPIERS TARIFF

The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Caprier thereunder shall be brought before the Tokyo District Court in Japan.

5. CARPIERS TARIFF

The terms of the Carrier's applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading and prevail.

6. LIMITATION STATUTES

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory with the carrier of the c

protection or exemption or limitation of liability authorized by any applicable laws, statutes and regulations of any countries.

7. CARRIAGE COVERED BY MULTIMODAL TRANSPORT BILL OF LADING
(1) The Carrier, by the issuance of this Multimodal Transport Bill of Lading undertakes to perform and/or in his own name to procure the performance of the Carriage from the place at which the Goods are taken in charge to the place designated for delivery on the face hereof.

(2) Nowithstanding the heading "Multimodal Transport Bill of Lading" the provisions set out and referred to herein shall also apply when the Carriage is performed by one mode of transport only.

(2) Notwithstanding the fleating Auditional statistics of the Control of the Cont

(2) The liberies set out in the preceding paragraph may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with the preceding paragraph or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a possible of the contractual Carriage and shall not be a possible of the contractual Carriage and shall not be a possible of the contractual Carriage and shall not be a possible of the contractual Carriage and shall not be a possible of the contractual Carriage and shall not be a possible of the contractual Carriage and shall not be a possible of the contractual Carriage thereof and of the contents. If it thereupon appears that the contents or any part thereof, the Carriage thereof and of take any measures and of ruical way measures was such as a second to any opening, unpacking, inspection and experience of the contents to be inspected, the Carrier shall not be liable for any loss, damage or any other consequences as a result of any opening, unpacking, inspection and of the part of the carriage and the part of the part of the part of the carriage hereunder is or is likely to be affected by any hindraunce, danger or disturbance of whatsoever kind which cannot be avoided by exercise of reasonable endeavors, the Carrier may, whether or not the Carriage a terminated and discharge, land, store or take any other necessary means whatsoever on the Goods or any part thereof and place them at the Merchant, treat the Carriage as terminated and dischar

of loading, discharge or call or any place during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation to the Merchant and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly attains out out or resulting from such Coods. Further, the Carrier shall be under no cook of the Carrier shall be under no cook of the Cooks of the Carrier shall be under no cook of the Cooks 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 indemnify the Carrier against all claims, losses, damages, or expenses, or personal injury or death, arising in consequence of the Carriage of such Goods.

13. He will be the cook of the Carrier and the Carrier and must be marked clearly and durably on the outside of the piece or package exceeding one metric ton gross must be declared by the Merchant in writing before receipt by the Carrier and must 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 the Goods and the Merchant shall be responsible for loss of or damage to any property or for personal injury or death raising as a result of the Merchant's salidative and shall indemnify the Carrier against loss or liability suffered or incurred by the Carrier as a result of such failure.

The term apparent good order and condition with

not mean that the Goods when received were free of visible rust, oxidation or moisture. The Carrier shall in no event be liable for loss or damage arising out of or resulting from such inherent nature of the Goods. In the Carrier shall not be liable for loss or damage arising out of or resulting from such inherent nature of the Goods. In the Carrier shall not be liable for any loss of the Carrier shall not be liable for any loss of the Carrier shall not be liable for the Carrier shall not be liable for the Carrier shall not be liable for any loss of the Carrier shall not be liable for any loss of the Carrier shall not be liable for any loss of the Carrier shall not be liable for any loss of carrier shall not be liable for any loss of carrier shall not be liable for any loss of or damage to the Goods. In the Carrier shall not be liable for any loss of or damage to the Goods howsever arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods howsever arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods howsever arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods howsever arising.

(3) The Carrier shall not be liable for any loss of or damage to the Goods howsever arising.

(4) The Carrier shall not be liable for any loss of or damage to the Goods howsever arising.

(5) The Carrier shall not be liable for only loss of or damage to the Goods howsever arising.

(6) The Carrier shall not be liable for only loss of or damage to the Goods howsever arising.

(7) The Carrier shall not be liable for only loss of or damage to the Goods howsever arising.

(8) The Carrier shall not be liable for only loss of or damage to the Goods howsever arising.

(8) The Carrier shall not be liable for only loss of or damage to the Goods howsever arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage or maifunction of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the temperature controlled Container in an efficient state.

18. VALICABLE GOODS

18. VALICABLE, documents, percious chemicals, bullion, specie, currencies, negotiable instruments, securities, writing, documents, pictures, embroideries, works of art, curios, heritomos, collections of every nature or any other valuable goods whatsoever including goods having particular value only for the Merchant unless the true nature and value of the Goods are declared in writing by the Merchant unless the true nature and value of the Goods are declared in writing by the Merchant unless the true nature and value of the Goods are declared in writing by the Merchant declared the control of the declared on the fact of the declared of the control of the declared of the claric in any label to the Carrier in any label to the Carrier and fallure to give such notification shall not involve the Carrier in any label to the Carrier in the control of the carrier in the c

(f) handling, loading, stowage into or discharge from Container by the Merchant; (g) war, warlike operations, piracy, terrorism, niots, civil commotions and strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or (h) any cause or event which the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence.

(i) the control of the control of the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence.

(ii) the control of the Carrier shall be determined by the provisions contained in any international convention or mandatory national law which provisions:

(a) cannot be departed from by private contract to the detriment of the Merchant, or (b) would have applied if the Merchant had made a separate and direct contract with the carrier in respect of the particular stage of the Carriage during which the loss or damage carrier in respect of the particular stage of the Carriage during which the loss or damage is such as the control of the con

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 relevant stage of the Carriage.

24. DEFANES

Carrier for each and limits of liability were also that the carriage of the Carriage.

24. DEFENNES
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.

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

So LIABILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER PERSONS

(1) If 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 their servants or agents whose services the Carrier procurse for the performance of the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons shall be entitled to avail hemselves of the defenses and limits of liability which carrier, to the extent of those provisions, does so not only on his behalf but also as agent and trustee for such servants, agents or other persons for such servants, agents or other persons from the Carrier and such servants, agents or other persons and the such and trustee for such servants, agents or other persons and the revenue and trustee for 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 by 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 Cord and the general nature of it is given in writing to 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 Bill of Lading, or if the loss or damage to the Goods and the general nature of it is given in writing to 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 Bill of Lading, or if the loss or damage to the Goods and the such expectates, and the conditions hereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods and the removal shall be prima facie evidence of the delivery by the Carrier of the Goods and the such as

losses (Including freight for any adoutional tarriage unneteasess) incurre our sussection transformers on of failure to comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect 28. MERCHANT PACKED CONTAINES

(1) If a Container has not been packed by the Carrier, this Bill of Lading shall be a receipt only for the Container and the Carrier shall not be liable for any loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, laability or expense incurred by the Carrier fast loss, damage, laability or expense incurred by the Carrier fast loss, damage, laability or expense incurred by the Carrier fast loss, damage, laability or expense to the contents for carriage by Containers or (c) the unsuitability of the contents for carriage by Containers or (c) the unsuitability of reflective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed or loaded.

(2) The Merchant shall inspect any Container before packing the contents into the Container was filled, packed, stuffed or loaded.

(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 shall not be liable for any loss of or damage to the contents of the Container.

29. CARRIER'S CONTAINER

(1) The Merchant shall assume for any loss of or damage to the contents of the Container.

29. CARRIER'S CONTAINER

(1) The Merchant shall assume for any loss of or damage to the property shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier's shall in the state of the Merchant shall some the state of the Merchant shall indemnify and of the Merchant shall saume for any loss of or damage to the property of any other person or any injury to or death of

time prescribed. Should a Container not be returned within the time prescueu by use Carrier, the Merchant shall be liable for any detention charge, loss or expenses which may arise from such nonreturn.

30. FREIGHT AND CHARGES

(1) Full freight to the Place of Delivery mentioned on the face hereof shall be considered as completely earned on receipt of the Goods, whether the freight be stated to be prepaid or be collected at the destination and all charges due hereunder against the Goods shall be paid to the Carrier as soon as they have incurred due, whether actually paid or not, under any circumstances whatsoever, whether the vessel or other means of transport or the Goods be lost or not, or the voyage or the Carriage be broken up or frustrated or abandoned. The Merchant shall make payment of all freight and other charges in cash without any offset, counterclaim or eduction.

(3) The Merchant shall be liable for and indemnify the Carrier for any mending, baling, repairs or replacement of packages resulting from insufficiency of packing or from excepted perils, and expenses incurred in fumigating, protecting, carring for, regaining possession of or otherwise made for the benefit of the Goods.

(4) Any dues, duties, tuxes and charges that may be levied on any basis such as the means of transport shall be paid by the Merchant.

(5) The Merchant shall be responsible for all fines and losses which the Carrier may incur from the Merchant failure to load the Goods or in part on the vessel or other means of transport shall be paid by the Merchant.

(6) The Freight has been calculated on the basis of the particulars furnished by or on behalf of the Shipper as incorrect, it is agreed that a sum equal to the double of the correct freight less the freight charged shall be payable as liquidated dranages to the Carrier.

(6) The Freight has been calculated on the basis of the particulars furnished by or on behalf of the Shipper as incorrect, it is agreed that a sum equal to the double of the correct freight less the freight

and for the performance of the obligation of each of them hereunder.

\$11, LEN

(1) The Carrier shall have a lien on the Goods and any documents relating thereto for all suns payable to the Carrier under this contract and/or any other contract and for general average contributions to whomsoever due and for the cost of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchantt and at the Merchant's expense and without any liability towards the Merchant, If no sale of the Goods, the proceeds fail of the cost of the

ophilon, the doors in rectant with the state of the state

in the United States of America before loading on or after discharge from the Yessel, as the case may be.

(2) If U.S. COGSA applies, the liability of the Carrier shall not exceed U.S. \$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof, in which case Clause 23 shall apply.

It is considered to the control of the Carrier shall pape.

The control of the Goods while the Goods are in the United States of America away from the sea terminal and are not in the actual custody of the Carrier. The responsibility of the Carrier shall be to procure, as agent, transportation by inland carriers (one or more) and such transportation shall be subject to the inland carrier's contract of carriage and traiffs and any law mandatorily applicable. The Carrier guarantees the fulfillment of such inland carrier's obligation under their contracts and turiffs. If for any reason, the Carrier is the due to the right to act as agent only at these times, the Carrier's liability for carrier's contract of the Carrier's liability for the Goods shall be determined in accordance with Clause 22 and Clause 23 hereof.