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", whi are deemed to be incorporated herein. The CMI Uniform Rules for Sea Waybill can accessed on the website of CMI (currently www.comitemaritime.org) or are availab 1.DEFINITIONS (1) "Carrier" means the company mentioned on the company mentioned on the company in the

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 responsibility for the performance of the Carriage hereunder.

(2) "Sub-Contractor" includes owners, charterers and operators of vessels, stevedores, terminal operators, warehousemen, road, rail, sex, water and air transport operators and independent contractors and their respective servants, agents and sub-contractors, and includes the carrier procures for the performance of the whole or any part of the Carriage.

terminal operators, warehousemen, road, rail, sea, water and air transport operators and independent contractors and their respective servants, agens and subcontractors, whose services the Carrier procures for the performance of the whole or any part of the operations expected the contractors, whose services the Carrier procures for the performance of the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

(1) "Cartiage" means the cargo 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 Goods and the holder of this Waybill and anyone acting on behalf of any such person.

2. CLAUSE PARAMOUNT

(1) As far as this Waybill covers the Carriage of the Goods by sea or inland waterways, this Waybill shall have effect subject to the provisions of the International Carriage of Goods by Sea Act of Japan, enacted 13 June 1992, thereinafter called the Sea of the Carriage of the Goods and the container and the container and the Carriage of Carriage of the Goods by Sea Act of Japan, enacted 13 June 1992, thereinafter called the Sea of Carriage of

the Wayhill shall be conclusive evidence of receipt of the Goods as so stated and proof to the contrary shall not be permitted provided always that the Gossignee has acted in good faith.

A GOVERNING LAW AND JURISDICTION
The contract evidenced by or contained in this Wayhill shall be governed by Japanese law except as may be otherwise provided for herein, and any action against the Carrier thereunder shall be throught before the Tokyo District Court in Japan.

The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are debaticable from the Carrier poor request. In the case of inconsistency between this Wayhill and the applicable Tariff, this Wayhill shall prevail.

So LIMITATION STATUTES
Nothing in this Wayhill shall operate to limit or degrive the Carrier of any statutory attained and requisitions of any countries.

To CARRAGE COVERED BY WAYBILL.

(1) The Carrier, by the issuance of this Wayhill 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) The provisions set out and referred to herein shall also apply when the Carriage is METHODS AND ROUTES DO CARRIAGE.

In The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the face hereof.

(c) unpack and remove the Goods which have been packed into a Container and (d) load and unload the Goods at any palece or port (whether or not being the port named as the Port of Loading or Port of Discharge on the face hereof) and store the Goods at any palece or port (whether or not being the port named as the Port of Loading or Port of Discharge on the face hereof) and store the Goods at may palece or port (whether or not being the port named as

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cover or in the open, at any place, which storage shall netermine for constitute due delivery under this Waybill. The Merchant shall indemnify the Carrier against any (2) If by order of the authorities at any place, a Container has to be opened for 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 or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

10. CONTINGENCIES

contents to be inspected, the Carrier shall no be liable for any loss, damage or any other consequences as a result of any opening, unpacking, inspection or repeating. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repeated the cost of such opening, unpacking, inspection and the carrier shall be entitled to recover the cost of such opening, unpacking, inspection and the cost of the carrier shall be entitled to a such as a commenced, without notifying the Merchant, treat the Carriage as terminated and carrier of the commenced, without notifying the Merchant, treat the Carriage as terminated and carrier to the carrier to the carrier of the commenced, without notifying the Merchant, treat the Carriage as terminated and place the commenced without notifying the Merchant, treat the Carriage as terminated and place the commenced without notifying the Merchant treat the Carriage as terminated and place the control of the carrier of the control of the carrier of the control of the carrier of the carrier

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. 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.

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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 dischanged, destroyed or rendered harmless without compensation to the Merchant. As a strong the carrier against all claims, losses, changes, or expensal injury or death, arising in consequence of the Carriage of such Goods.

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(g) war, warlike operations, riots, piracy, terrorism, civil commotions and strikes or general; 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) 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) If the stage of the Carriage during which the loss or damage occurred is known, notwithstanding anything provided for otherwise herein, the liability of the Carrier shall be determined by the provisions contained in any international convention or (a) cannot be departed from by private contract to the detriment of the Merchant, or (i) 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 occurred during which the loss or damage cocurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable. (4) If it can be proved that the loss or damage occurred during inland carriage while the Goods were in custody of a Sub-Contractor, the liability of the Carrier shall in no event exceed the limits provided in Clause 29 hereunder.

(5) If it cannot be proved where the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of Carriage by sea and the Carrier shall be deemed to have occurred in the course of Carriage by sea and the Carrier shall be deemed to have occurred in Chause 29 hereon.

(1) When the Carrier is liable for compensation in respect of any loss of or damage to the Goods, it is agreed with the Merchant that such compensation shall be calculated by the Carrier is shall be calculated by the Carrier is shall be calculated by the Carrier is shall be carrier is the cooks, it is agreed with the Merchant that such compensation shall be calculated by Carrier shall in no ev

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

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing Right (SDR) 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 contract sized of the case.

(5) When the Goods have been packed into a Container by or on behalf of the Merchant, and when the number of packages or units packed into the Container is not 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 flability.

(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 and the Carrier's shall not be responsible for any direct, indirect or consequential loss or 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 relevant 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 ord or otherwise.

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

(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 agents of the Carrier or other persons including, but not limited to, Sub-Contractors or deter 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 themselves of the defenses and limits of liability which are carried to the contractors of the defense 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. The 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 since any case to the carrier of the carrier o

thereof.

28. MERCHANT PACKED CONTAINERS
(1) If a Container has not been packed by the Carrier, this Waybill 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, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense in the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense incurred by the Carrier is such loss, damage, liability or expense incurred by the Carrier is such loss, damage, liability or expense incurred by the Carrier is such loss.

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(3) the mannel way of the contents for carriage by Containers; or

(4) the unsulability of the contents for carriage by Containers; or

(5) the unsulability of the contents for carriage by Containers; or

(6) the unsulability of the contents for carriage by Containers; or

(7) the unsulability of the contents for carriage by Containers which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container shall lingsect any Container before packing the contents into the Container and the use of the Containers and the use of the Containers and the support of the Containers and the use of the Containers and the support of the Container shall not be liable for use.

10 The Merchant shall assume full responsibility for and shall indemnify the Carrier shall not be liable for any loss of or damage to the contents of the Containers and the carrier shall not be liable for any loss of or damage to the contents of the Container and the Carrier shall not be liable for any loss of ordamage to any Container or other equipment furnished or arranged by the Carrier for the Merchant which occurs while in the possession or control (2) The Carrier shall in one oven the liable for and the Merchant shall indemnify and hold harmless the Carrier for the Merchant which occurs while in the possession or on any injury to or death of any other person caused by any Container or other equipment furnished or arranged by the Carrier or by contents of the Container of other equipment furnished or arranged by the Carrier or by contents of the Container or other equipment furnished or arranged by the Carri

has discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

32. GENERAL AVERAGE

(1) General average shall be adjusted, stated and settled at the port or place where the carrying vessel and/or her owner shall decide according to the York-Antwerp Rules of 1994 or any modification thereof, and any other rules, laws and usage of the port or place of the adjustment as may be stated in the ocean bill of lading issued for the Goods, place of the adjustment as may be stated in the ocean bill of lading issued for the Goods, the estimated contribution of the Goods and any saloge and special adjustment to the carrier of the owner of the vessel, if required, before delivery of the Goods.

(2) If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the Carrier shall require.

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4) AVAILATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Washylli, unless such watver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

1) If the Carriage towered by this Washylli includes Carriage to or from or through a port or place in the United States of America, this Washylli shall be subject to the Carriage to a found the states of America approved 16 April 1936 (U.S. COGSA) of which terms shall be deemed to be incorporated herein and shall be paramount throughout Carriage to America before loading on or after discharge from the Vessel, as the case may be.

United States of America before loading on or after discharge from the Vessel, 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.

(3) The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay (3) The Carrier shall not be lable in any capacity whatsoever for loss, of the carrier shall not be lable in any capacity whatsoever for loss, of the carrier shall not be a special case of the carrier. The responsibility of the territoria and are not in the actual cussody of the Carrier. The responsibility of the Carrier is the top 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 tariffs and any law mandatorily applicable. The Carrier guarantees the fulfillment of such inland carrier's obligation under their contracts and tariffs. If, for any reason, the Carrier is denied the right to eat a sagent only at these times, the Carrier's lability for loss, damage or delay to the Goods shall be determined in accordance with Clause 22 and Clause 23 between the carrier's about the carrier's about the carrier's about the carrier's about the carrier is denied to the Goods shall be determined in accordance with Clause 22 and Clause 23 between the carrier is denied to the carrier is and clause 25 about the carrier is an accordance with Clause 22 and Clause 25 about the carrier is denied to the carrier is an accordance with Clause 22 and Clause 25 about the carrier is denied to the carrier is an accordance with Clause 22 and Clause 25 about the carrier is about the carrier is an accordance with Clause 22 and Clause 25 about the carrier is about the carrier is about the carrier is about the carrier is an accordance with Clause 25 and Clause 25 about the carrier is about the carrier is an accordance