

【Front Side】

1. Received by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted herein, the Goods or the Container(s) or package(s) said to contain the cargo, as described herein, for transportation from the Place of Receipt or Port of Loading to the Place of Delivery or Port of Discharge, as specified herein, subject to all the terms and conditions on the face and back hereof, whether written, typed, stamped or printed. This receipt, custody, carriage, delivery and transshipping of the Goods are subject to the terms and conditions on the face and back hereof, whether written, typed, stamped or printed.
2. In accepting this Waybill or a copy or electronic data of this Waybill, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof and of the Carrier's applicable tariff, whether written, typed, stamped or printed, as fully as if signed by the Merchants, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagement for and in connection with the carriage of the Goods are superseded by this Waybill.
3. IN WITNESS THEREOF, the number of Waybill(s) stated herein, all of the same tenor and date, has been signed.
4. The contract evidenced by or contained in this Waybill shall be governed by Japanese law, except as may be otherwise provided for herein, and any and all actions thereunder shall be exclusively brought before the Tokyo District Court in Japan, whether the action be founded in contract, in tort or otherwise.
5. Merchant's Declared Value _____. Carrier's limitation shall not apply if Merchant enters a value and additionally pays the Ad Valorem rate before sailing (see Article 10, 23 & 36(b)).

【Back Side】

This Waybill shall have effect subject to the "CMI Uniform Rules for Sea Waybills" except rule 4(iii), which are deemed to be incorporated herein. The CMI Uniform Rules for Sea Waybills can be accessed on the website of CMI or available from the Carrier on request.

1. DEFINITIONS

The following words both on the face and back hereof have the meanings hereby assigned:

- (a) "Carriage" means the operations and services undertaken or performed by or on behalf of the Carrier as to the Goods covered by this Waybill.
- (b) "Carrier" means the entity named on the front page of this Waybill and in whose name the carriage contract is made with a Merchant and who takes responsibility for the Carriage.
- (c) "Merchant" includes the consignor, shipper, exporter, seller, consignee, owner of the Goods, or the holder of this Waybill, person entitled to the possession of the Goods, and any person, corporation, company or other legal entity having any interest in the Goods, or anyone acting on behalf of any such person or entity.
- (d) "Goods" means the cargo that the Merchant has tendered for Carriage, as described on the face hereof or on an attached or referenced manifest, whether carried on or under deck, and includes any containers, pallets or similar articles of transport or packaging not supplied by the Carrier.
- (e) "Vessel" includes the vessel named on the front page of this Waybill or any substitute for that vessel, and any feeder vessel, lighter, barge, or other conveyance used by or on behalf of the Carrier for any part of the Carriage.
- (f) "Sub-Contractor" includes Vessel owners and operators, stevedores, terminals, warehouses, container freight stations, road and rail transport operators, and any person employed by the Carrier in the performance of the Carriage. Sub-Contractor also includes direct and indirect sub-contractors and their respective servants, agents, or sub-contractors.
- (g) "Package" means each Container that is stuffed and sealed by or on behalf of the Merchant, and not the items packed in such Container if the number of such items is not stated on the front page of this Waybill and not where the number of such items is indicated by the terms such as "Said to Contain" or similar expressions.
- (h) "Container" includes any shipping container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the Carriage.
- (i) "Japan COGSA" means the International Carriage of Goods by Sea Act of Japan, as amended on May 25, 2018 (Law No.29, 2018). "U.S. COGSA" means the Carriage of Goods

by Sea Act of the United States of America, Apr. 16, 1936, ch. 229, 49 Stat. 1207, reprinted in note following 46 U.S.C. ' 30701.

- (j) "Hague Rules" means the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, signed at Brussels, August 25, 1924.
- (k) "Hague-Visby Rules" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, February 23, 1968.
- (l) "SDR Protocol" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, December 21, 1979.
- (m) "Charges" includes freight, all expenses, costs, detention, demurrage, general average, and any other money obligations incurred in the Carriage of the Goods or payable by the Merchant, and all collection costs for freight and other amounts due from the Merchant, including attorneys' fees and court costs.
- (n) "Dangerous Goods" includes any Goods classified or described as dangerous in the International Maritime Organization's International Maritime Dangerous Goods Code or in the Carrier's applicable tariff, and any Goods that could present or could be likely to present any hazard to the Vessel, any other transporting conveyance, to other cargo or property, or to any person.

2. CARRIER'S TARIFF

The Carrier's applicable tariff is incorporated into these Waybill Contract Terms and Conditions and the Carriage of Goods is subject to all of the terms and provisions of Carrier's tariff(s). The relevant provisions of the applicable tariff(s) are publicly accessible and/or the Carrier shall provide copies of the applicable tariff upon request. In case of any inconsistency between these Waybill Contract Terms and Conditions and the applicable tariff, the former shall prevail.

3. DEFENCES AND LIMITS FOR CARRIER

The defences and limits of liability provided for in this Waybill shall apply in any and all actions against the Carrier for loss of or damage to the Goods, whether the action be founded in contract, in tort or otherwise.

4. SUB-CONTRACTING: EXEMPTIONS, IMMUNITIES AND LIMITATIONS OF SERVANTS, AGENTS AND SUB-CONTRACTORS

- (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods, or to substitute any other vessel or means of transport for the Vessel without prior notice to the Merchant. Carrier may freely engage such third parties in accordance with their applicable terms and conditions, which shall in all events be binding upon Merchant.
- (b) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and sub-contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit: and, in entering into this contract, the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents and sub-contractors.

5. NOTICE OF CLAIM AND TIME-BAR FOR SUIT

- (a) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or to the person with whom the Carrier has subcontracted the handling, storage or carriage of the Goods at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Waybill in good order and condition. If the loss or damage is not apparent, then the same prima facie presumption shall apply if notice in writing is not given within three (3) days of the delivery.

- (b) In any event the Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless suit is brought within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered; provided, however, if such time period shall be found to be contrary to any law that compulsorily applies to the segment of the Carriage during which the loss or damage occurred, then the prescribed period or minimum period under such law shall then apply.

6. APPLICABILITY, FORCE AND NON-NEGOTIABILITY OF DOCUMENT

- (a) Notwithstanding the heading "Combined Transport Waybill", the provisions set out and referred to in this Waybill shall also apply when the transport is performed by one mode of transport.
- (b) In tendering the Goods to the Carrier for Carriage, the Merchant accepts this Waybill and agrees to be bound by these Waybill Contract Terms and Conditions, as well as those on the front page, whether written, typed, stamped, or printed, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, and the Merchant agrees that this Waybill supersedes all agreements or freight engagements for and in connection with the Carriage of Goods. The defenses and limits of liability of this Waybill shall apply in any action against the Carrier under any legal theory whatsoever, whether in contract, tort, bailment, indemnity, contribution, or otherwise.
- (c) This Waybill shall be non-negotiable and never be construed as a bill of lading nor any other document of title.

7. CLAUSE PARAMOUNT

- (a) Non-U.S. Shipments
 - i. As far as this Waybill covers the carriage of the Goods by water, this Waybill shall have effect subject to the provisions of Japan COGSA, unless it is adjudged that any other legislation of a nature similar to Hague Rules (hereinafter called "the Hague Rules Legislation") or to Hague-Visby Rules (hereinafter called "the Hague-Visby Rules Legislation") compulsorily applies to this Waybill, in which case it shall have effect subject to the provisions of such legislation, and Japan COGSA or the said legislation shall be deemed to be incorporated herein.
 - ii. If any provision of this Waybill is held to be repugnant to any extent to Japan COGSA or the Hague Rules Legislation or the Hague-Visby Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract evidenced by this Waybill, such provision shall be null and void to such extent but no further.
- (b) U.S. Shipments

For carriage of Goods to or from or through the U.S., whether or not applicable by force of law, U.S. COGSA is incorporated by reference as terms of this contract for Carriage whether the Goods are carried on or under deck, whether or not the Carriage is in U.S., foreign trade, between U.S. ports, or between non-U.S. ports, before the Goods are loaded on and/or after the Goods are discharged from the Vessel, and throughout the entire time the Goods are in the custody or are the responsibility of Carrier in performing the Carriage hereunder, whether acting as carrier or bailee. Nothing contained herein shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities under U.S. COGSA. Notwithstanding the foregoing, the provisions of 46 U.S.C. §§ 30701 (3)(8) and (4)(5) of U.S. COGSA addressing minimum liability of the Carrier are excluded from incorporation by reference and shall only apply when required by force of law.

8. RESPONSIBILITY

- (a) The Carrier shall be responsible for loss of or damage to the Goods occurring between the time when the Goods are received by the Carrier at the Place of Receipt or Port of Loading and the time of delivery by the Carrier at the Place of Delivery or Port of Discharge.
- (b) If it can be proved where the loss or damage occurred, the liability of the Carrier shall be as follows:
 - i. with respect to loss or damage occurring during the period of carriage by sea or inland waterways, to the extent prescribed by Japan COGSA, the applicable Hague Rules Legislation or the applicable Hague Visby Rules Legislation, or U.S. COGSA as the case may be, as provided for in Article 7 hereof.

- ii. with respect to loss or damage occurring during the period of carriage by air, to the extent prescribed in the Convention for the Unification of Certain Rules relating to International Carriage by Air (the Warsaw Convention) dated October 12, 1929, the Warsaw Convention as amended by the Hague Protocol, dated September 28, 1955, the Warsaw Convention as amended by Montreal Protocol No.4, dated September 25, 1975 or the Convention for the Unification of Certain Rules relating to International Carriage by Air (the Montreal Convention) dated May 28, 1999, whichever is applicable to the state of carriage. If none of the said conventions is mandatorily applicable to the state of international air carriage, the Montreal Convention shall be applicable.
- iii. Save as covered by sub-paragraphs (i) and (ii) above, the liability of the Carrier for the loss of or damage to the Goods will be as provided for in this Waybill.
- (c) If it can be proved that the loss of or the damage to the Goods occurred between the time when the Goods are received by the Carrier at the Place of Receipt or Port of Loading and the time of delivery by the Carrier at the Place of Delivery or Port of Discharge but it cannot be proved that the stage of the carriage where the loss or damage occurred, the loss or damage shall be presumed to have occurred in the course of Carriage by sea and the Carrier shall be liable to the extent prescribed by Japan COGSA, the applicable Hague Rules Legislation or the applicable Hague Visby Rules Legislation in the case of Non-U.S. Shipments, or to the extent prescribed by U.S. COGSA in the case of U.S. shipments, as provided for in Article 7 hereof.
- (d) The column "Final Destination" on the face hereof is solely for the purpose of the Merchant's reference and the Carrier's responsibility in respect to the Goods shall cease in all cases at the time of delivery of the Goods at the Port of Discharge or Place of Delivery.
- (e) The Carrier shall be relieved from liability if the loss or damage has been caused by
 - i. The wrongful act or neglect of the Merchant or any person acting on behalf of the Merchant.
 - ii. The inherent defect, quality or vice of the Goods.
 - iii. The lack of or insufficiency of or the defective condition of packing of the Goods.
 - iv. Compliance with the instructions of the Merchant or any person acting on behalf of the Merchant or the person entitled to give them.
 - v. Handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant.
 - vi. Insufficiency or inadequacy of marks or numbers on the Goods, coverings, cases or Containers.
 - vii. Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.
 - viii. Latent defect in any Vessel, vehicle, conveyance, Container, or other cargo-carrying equipment or storage facilities whatsoever, not discoverable by due diligence.

9. WAIVERS

- (a) Where the liability scheme for interstate motor transportation under U.S. laws collectively known as the "Carmack Amendment" (hereinafter called "Carmack") would otherwise apply to any segment of the Carriage, the Merchant expressly agrees to a waiver of the Carmack liability scheme. For such motor transportation, the Merchant expressly agrees that this Waybill, and particularly, this paragraph, satisfies the express written waiver required under 49 U.S.C. section 14101(b) of all the Merchant's rights and remedies under Carmack, excluding the provisions governing registration, insurance, or safety fitness.
- (b) For any segment of the Carriage that may be non-exempt rail transportation under 49 U.S.C. Title 49 and, therefore, subject to that part of Carmack that governs rail transportation, the Merchant expressly agrees that this Waybill is a contract for specified services under specified rates and conditions under 49 U.S.C. section 10709. For any segment of the Carriage that may be exempt rail transportation as part of a continuous intermodal movement, the Merchant expressly agrees that this Waybill is a contract of exempt rail transportation under 49 U.S.C. section 10502. For such transportation, the Merchant understands and agrees that the Carrier has offered to the Merchant contractual terms for liability and claims that are consistent with the provisions of 49 U.S.C. section 11706 and that the Merchant has instead elected to ship the Goods under the alternative terms for liability and claims of this Waybill, in exchange for the Carrier's regular/lower rates for Goods with a limited value.

- (c) Notwithstanding paragraphs (a) and (b) above, if a court were to hold that that Carmack nevertheless applies to any segment of the Carriage, then the following notice and time-for-suit periods shall apply:
- i. Any cargo claims subject to Carmack must be filed within nine months after the delivery of the Goods, or in the case of export traffic, within nine months after delivery at the port of export, except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. The failure to file a claim within the applicable nine-month period shall result in the claim's being time-barred and the Carrier's discharge from any liability. The Carrier shall not pay any time-barred claims. A timely notice of claim is a condition precedent to the right to institute a timely lawsuit against the Carrier, as set forth below in sub-paragraph (ii).
 - ii. Any lawsuits for cargo claims subject to Carmack shall be filed against the Carrier no later than two years and one day from the date on which the Carrier has given written notice to the claimant that the Carrier has disallowed the claim or any part or parts of the claim specified in the timely notice of claim. Assuming a timely notice of claim, the failure to file a timely lawsuit within the above two-year-and-one-day period shall result in the claim's being time-barred and the Carrier's discharge from any liability. The Carrier shall not pay any time-barred claims.

10. LIMITATION OF LIABILITY

- (a) All Claims for which the Carrier may be liable shall be limited pursuant to the laws as prescribed in Clause 7 above.
- (b) In no event shall Carrier's aggregate liability exceed the actual value of Goods listed on the Merchant's net invoice cost plus freight and insurance premium, if paid.
- (c) In any and all events, nothing in this document shall constitute a surrender of any liability immunity or limitation inuring to Carrier's benefit under any applicable law, even if such immunity or limitation by law results in a liability of Carrier less than the otherwise applicable maximum contractual liability hereunder.
- (d) In the event of loss or damage subject to mandatory applicable law which invalidates Carrier's otherwise applicable maximum contractual liability hereunder, Carrier's liability shall be limited to the lowest amount permissible by / in accordance with such applicable law.
- (e) Non-U.S. Shipments
 - i. The Carrier shall in no event be or become liable for any loss of or damage to the Goods in amount exceeding the equivalent of 666.67 SDR (the Special Drawing Right as defined by the International Monetary Fund) per package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods have been declared by the Merchant before delivery to the Carrier and inserted in this Waybill and extra freight has been paid as required. This declaration, if embodied in this Waybill, shall be prima facie evidence, but shall not be conclusive on the Carrier.
 - ii. The Units of Account mentioned above shall be determined on the basis of the final figures published on a date on which the Carrier shall compensate for damage to the Goods.
- (f) U.S. Shipments
 - i. Unless the shipper declares a higher value, Carrier's liability shall be limited as follows: (a) for loss or damage occurring during any portion of the Carriage governed by US COGSA by force of law, Carrier's liability shall be limited to a maximum of \$500 per package of the portion of Goods adversely affected, or for Goods not shipped in packages, per customary freight unit; (b) for loss or damage occurring during any portion where COGSA is otherwise incorporated herein but is not applicable by force of law, to include periods of domestic water carriage and inland (surface) transportation, Carrier's liability shall be limited to a maximum of a maximum of \$500 per Package of Goods adversely affected;
 - ii. For purposes of Carrier's liability, and for good and valuable consideration to Merchant in the form of freight rate, the package or customary freight unit shall be the object and unit referred to in the "No. of Pkgs." column on the face of this document and in the absence of designation in such column shall be deemed the Container.

- iii. The Merchant may avoid the liability limitations hereunder, or any other liability limitation imposed by applicable law, by unequivocally declaring the value of the Goods for liability purposes to Carrier in writing prior to Carriage and paying Carrier an ad valorem freight rate. Such declared value shall only be binding upon Carrier to the extent also memorialized and indicated on the face of this document. Carrier's knowledge of the value of Goods and/or Merchant's declaration of the value of the Goods to Carrier in regular course or for any other purpose, such as for Customs purposes, shall in no event constitute a declared value of the Goods to Carrier for liability purposes.

11. METHODS AND ROUTES OF CARRIAGE

- (a) The Carrier may at any time and without notice to the Merchant:
 - i. use any means of transport or storage whatsoever;
 - ii. consolidate the Goods with other cargoes;
 - iii. transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the face hereof;
 - iv. unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise;
 - v. load and unload the Goods at any place 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 such place or port;
 - vi. comply with any orders or recommendations given by any government or authority or any person or body or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions;
 - vii. sail with or without pilots, proceed at any speed and by any route in the Carrier's sole discretion-irrespective of whether such route is the nearest, most direct, customary, or advertised route, proceed to, return to, and stay at any port or place whatsoever in any order, in or out of the route, or in a contrary direction to or beyond the Port of Discharge, once or more in order to, without limitation, bunker or load or discharge cargo, undergo repairs, adjust equipment, drydock, make trial trips, tow, or be towed.
- (b) The liberties 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 deviation.

12. FORCE MAJEURE

- (a) Without prejudice to any of the Carrier's rights or privileges under this Waybill or under applicable law, the Carrier shall not be responsible for any loss, damage, or delay that arises out of or is in any way related to, directly or indirectly, any event beyond the reasonable control of the Carrier, regardless of the event's foreseeability, including war, civil unrest, hostilities, warlike operations, terrorism, natural disasters, embargoes, blockades, port congestion, shortages or stoppage of labor, strikes, lockouts or other labor disturbances, pirates, hijackers or assailing thieves, regulations of any governmental authority pertaining thereto or any other official interferences with commerce that arise out of or are in any way related to the above conditions and affecting the Carrier's operations or the Carriage in any way, in which case the Carrier shall have the right to cancel any outstanding booking or the Carriage.
- (b) The Carrier, at its sole discretion, without prior notice to the Merchant and irrespective of whether the Carriage has begun, may treat the performance of the Carriage as terminated and place the Goods at the Merchant's disposal at any place or port that the Carrier, at its sole discretion, deems to be safe and convenient, whereupon the Carrier's responsibility for such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and Charges on such Goods, and the Merchant shall pay any additional costs of transportation, transshipment, loading, unloading, delivery, storage, and all expenses related to each of the foregoing.

13. NOTIFICATION AND DELIVERY

- (a) The Carrier shall have the right to deliver the Goods at any time from or at the Vessel's side, customs house, warehouse, wharf, quay or any other place designated by the Carrier within the geographic limits of the Port of Discharge or Place of Delivery shown on the face hereof.
- (b) The Goods shall be deemed to be delivered when they have been delivered to or placed at the disposal of the Merchant or its agent in accordance with this Waybill, or when the Goods have been delivered to any authority or other party to which, pursuant to the law or regulation applicable at the place of delivery, the Goods must be delivered or surrendered, or such other place at which the Carrier is entitled to call upon the Merchant to take delivery. Carrier shall have no liability for any direct or consequential damages arising after delivery of the Goods. Delivery of the Goods to the custody of customs or any other authorities shall constitute final discharge of the Carrier's responsibility hereunder.
- (c) In case the cargo received by the Carrier is Container(s) into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of Container(s) shown on the face hereof, and shall not be required to unpack the Container(s) and deliver the contents thereof in accordance with brands, marks, numbers, sizes or types of packages or pieces.
- (d) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled to store the Goods or the part thereof at the sole risk of the Merchant, whereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be compensated for by the Merchant to the Carrier.
- (e) Any mention in this Waybill of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation thereunder.
- (f) If at any time the Carriage is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Carrier, its subcontractors or agents, the Carrier may: abandon the Carriage of the Goods and, where reasonably practicable, place the Goods or any portion of them at the Merchant's disposal at any place that the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Carrier in respect of such Goods shall cease. In such event, the Carrier shall be entitled to full freight under this Waybill and the Merchant shall pay any additional costs arising out of such event.
- (g) The Merchant's refusal to take delivery of the Goods notwithstanding its having received notice of their availability shall constitute an irrevocable waiver of any claims arising out of or relating to the Goods or the Carriage. The Merchant shall be liable to the Carrier for any losses, damages, expenses, and liabilities it incurs arising out of such a refusal, including for the cost of returning the Goods to their place of origin.
- (h) The Merchant understands and agrees to the provisions on free storage time and demurrage in the Carrier's applicable tariff.

14. SPECIAL DELIVERY

- (a) The special arrangements for receiving the Goods as Full Container Load and delivering them as Less than Container Load (FCL/LCL) and/or for split delivery of the Goods to more than one receiver shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon unpacking the Container. The Merchant shall be liable for an appropriate adjustment of the freight and charges and shall pay any additional cost incurred.
- (b) The special arrangements for receiving the Goods as Less than Container Load and delivering them as Full Container Load (LCL/FCL) shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are not apparent at the time of such delivery, provided that the Carrier shall have exercised ordinary care in packing the Container.

15. FREIGHT AND CHARGES

- (a) Full freight to the Port of Discharge or Place of Delivery named herein shall be considered as completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or collect.
- (b) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure or value furnished by him, at the time of receipt of the Goods by the Carrier, but the Carrier may, for the purpose of ascertaining the actual particulars, at any time, open the Container(s) and/or package(s) and examine contents, weight, measure and value of the Goods at the risk and expense of the Merchant. In case of incorrect declaration of the contents, weight, measure and value of the Goods, the Merchant shall be liable for and bound to pay to the Carrier (a) the balance between the freight charged and that which would have been due had the correct details been given plus (b) a sum equal to the correct freight, as and by way of liquidated and ascertained damages. Such liquidated damages shall only relate to freight charges; Carrier reserves all rights to recover from Merchant other damages caused by Merchant's breach of its warranty as to the accuracy and completeness of the description and the marks, numbers, quantities and weight of the Goods.
- (c) The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up or frustrated or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods.
- (d) The payment of freight and/or charges shall be made in full and in cash without any offset, counterclaim or deduction. Where freight is payable at the Port of Discharge or Place of Delivery, such freight and all other charges shall be paid in the currency named in this Waybill or, at the Carrier's option, in other currency subject to the regulations of the freight conference concerned or custom at the place of payment.
- (e) Payment of freight and Charges to any person other than the Carrier or its authorized agent is not and shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk.
- (f) The Merchant shall, where applicable, reimburse and indemnify the Carrier for payment of all duties, taxes, charges, freight, demurrage, detention, general average, or any other expenses whatsoever in connection with the Goods, and also all expenses including court costs, interest, expenses, and attorneys' fees the Carrier incurs in collecting any sums due, failing which shall be considered a default by the Merchant in the payment of freight and Charges.
- (g) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and against payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice and dead freight shall be paid by the Merchant.
- (h) The Merchant shall be liable for expenses for mending, baling, repairs or replacement of package resulting from insufficiency of packing or from excepted perils, and expenses incurred in fumigating, protecting, caring for or regaining possession of the Goods or taking any other measures for the benefit of the Goods. 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 arising out of or resulting from insufficiency of packing or from excepted perils regardless of the Merchant's negligence.
- (i) The shipper, consignor, consignee, owner of the Goods and holder of this Waybill shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

16. LIEN

- (a) The Carrier shall have a lien on the Goods, even after delivery thereof, for all freight, dead freight, demurrage, damages, loss, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Waybill and any contract preliminary hereto and the cost and expenses of recovering the same, and may sell the Goods privately or by public auction without notice to the Merchant. If, on sale of the

Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

- (b) If the Goods are unclaimed during a reasonable time or whenever, in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his 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.

17. DESCRIPTION OF GOODS

- (a) Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, nature, kind, value and any other particulars of the Goods is as furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. The Merchant understands that the Carrier has not verified the contents, weight, or measurement of a sealed Container or Package, or the value, quantity, quality, description, condition, marks, or numbers of the contents thereof. The Carrier is under no responsibility whatsoever in respect of such description of particulars. This Waybill is prima facie evidence of the receipt only of the number of Container(s) as shown on the face hereof
- (b) The Carrier shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, or for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any custom of the Port of Discharge or Place of Delivery, as applicable, to the contrary.
- (c) The Merchant warrants to the Carrier that the particulars furnished by him are correct and shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy thereof.

18. DELIVERY BY MARKS

- (a) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the Goods, package(s) and Containers by the Merchant before they are received by the Carrier in letters and numbers not less than two inches high, together with names of the Port of Discharge and Place of Delivery.
- (b) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks.
- (c) The Merchant warrants to the Carrier that the marks on the Goods, package(s) and Container(s) correspond to the marks shown on this Waybill and also in all respects comply with all laws and regulations in force at the Port of Discharge or Place of Delivery, and shall indemnify the Carrier against all loss, damage, expenses, penalties and fines arising or resulting from incorrectness or incompleteness thereof.
- (d) Goods which cannot be identified by marks and numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various Merchants of like character, in proportion to any apparent shortage, loss of weight or damage, and such Goods or parts thereof shall be accepted as full and complete delivery.

19. DANGEROUS GOODS, CONTRABAND

- (a) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature (Dangerous Goods) only upon the Carrier's acceptance of a prior written application by the Merchant for the carriage of such Goods. Such application must accurately state the name, nature, label and classification of the Goods as well as the method of rendering them innocuous and the full names and addresses of the shipper and the consignee.
- (b) The Merchant shall undertake that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and Container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the Carrier.
- (c) Whenever the Goods are discovered to have been received by the Carrier without complying with the paragraph (a) or (b) above or the Goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during

the transport, 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 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 arising out of or resulting from such Goods regardless of the Merchant's knowledge of the nature of such Goods.

- (d) The Carrier may exercise or enjoy the right or benefit conferred upon the Carrier under the preceding paragraph whenever it is apprehended that the Goods received in compliance with paragraphs (a) and (b) above become dangerous to the Carrier, Vessel, cargo, persons and/or other property.
- (e) The Carrier has the right to inspect the contents of the package(s) or Container(s) at anytime and anywhere without the Merchant's agreement but only at the risk and expense of the Merchant.

20. SPECIAL CONTAINERS

- (a) The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container(s), nor to carry special container(s) packed by or on behalf of the Merchant as such; but the Carrier will treat such Goods or Container(s) only as ordinary Goods or dry container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s), have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Waybill and unless special freight as required has been paid. The Carrier shall not accept any responsibility for the function of special container(s) supplied by or on behalf of the Merchant.
- (b) The term "apparent good order and condition," when used in this Waybill with reference to Goods that require refrigeration, does not mean that the Goods upon the Carrier's receipt of the same, were verified by the Carrier as being at the designated carrying temperature.
- (c) As regards the Goods which have been agreed to be carried in special container(s), the Carrier shall exercise due diligence to maintain the facilities of the special container(s) while they are in his actual custody and control and shall not be liable for any kind of loss of or damage to the Goods caused by latent defects, derangement or breakage of facilities of the Container(s).
- (d) If the Merchant requests a particular temperature range, which, upon acceptance by the Carrier, is inserted in this Waybill, the Carrier will set the thermostatic controls within the requested temperature range, but the Carrier does not guarantee the maintenance of such temperature inside the Container(s).
- (e) The Carrier shall in no event be held liable for damage to Goods due to condensation.

21. AUTOMOBILE AND OTHER UNPACKED GOODS

The term "apparent good order and condition" with reference to any automobile, rolling stock, tractor, machinery and any other unpacked Goods does not mean that the Goods when received were free of any dent, scratch, hole, cut and bruise that could not have been found by ordinary care and diligence. The Carrier shall in no event be held liable for loss or damage arising out of or resulting from the Goods being unpacked.

22. IRON, STEEL AND METAL PRODUCTS

Superficial rust, oxidation, moisture or any like condition of any iron, steel or metal products is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition does 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.

23. VALUABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotope, precious chemicals, bullion, specie, currencies, negotiable instruments, securities, writing, documents, pictures, embroideries, works of art, curios, heirlooms, 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 before receipt of the Goods and the same are inserted on the face hereof and ad valorem freight is prepaid thereon.

24. HEAVY LIFT

- (a) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt thereof by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high.
- (b) In case of the Merchant's failure in his obligations under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods, and at the same time the Merchant shall be liable for loss of or damage to any property or for personal injury arising as a result of the Merchant's said failure and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier as a result of such failure.

25. DECK CARGO

- (a) The Carrier has the right to carry the Goods in Container(s) under deck or on deck.
- (b) When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of "on deck stowage" on the face hereof, any custom to the contrary notwithstanding, and the Goods so carried shall be subject to the applicable Hague Rules Legislation or the Hague Visby Rules Legislation, as provided for in Article 7(a) hereof, and shall be deemed to be carried under deck for all purposes including general average.
- (c) The Carrier shall not be liable in any capacity whatsoever for any non-delivery, misdelivery, delay in arrival or loss of or damage to the Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by the Carrier's negligence or the Vessel's unseaworthiness.

26. LIVE ANIMALS AND PLANTS

Live animals and plants, when accepted for carriage, are received, loaded, tended, stowed, carried, discharged and delivered entirely and absolutely at the sole risk of the Merchant and without any warranty or undertaking whatsoever by the Carrier that the Vessel and other means of transport are seaworthy, fitted, manned, equipped and supplied for their reception, carriage and preservation of such Goods. The Carrier shall not be liable in any capacity whatsoever for the loss of or damage to live animals and/or plants. The Merchant shall indemnify and hold the Carrier harmless from and against any extra costs the Carrier has incurred for any reason whatsoever in connection with the Carriage of such live animals or plants.

27. CONTAINER PACKED BY MERCHANT

If the cargo received by the Carrier is Container(s) into which contents have been packed by or on behalf of the Merchant,

- (a) the Merchant warrants that the stowage of the contents of Container(s) and their closing and sealing are safe and proper and also warrants that the Container(s) and contents thereof are suitable for handling and carriage in accordance with the terms hereof; in the event of the Merchant's breach of said warranties, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods resulting from said breach and the Merchant shall be liable for loss of or damage to any other property, or for personal injury or the consequences of any other accidents or events whatsoever and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier on account of the said accidents or events, and
- (b) the Merchant shall inspect the Container(s) when the same are furnished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein, unless he gives notice to the contrary in writing to the Carrier, and
- (c) if the Container(s) are 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(s).

28. INSPECTION OF GOODS

- (a) Without obligation to do so, the Carrier shall be at liberty to open the Container(s) and to inspect the contents of the Container(s) without notice to the Merchant for any purpose and to inquire and verify the accuracy or sufficiency of information provided and to seek assurances. Any discrepancies may result in shipment delay, cancellation and/or additional charges assessed by the Carrier. All expenses incurred therefrom shall be borne by the Merchant.
- (b) In case the seals of Container(s) are broken by the customs or other authorities for the inspection of the contents of the said Container(s), the Carrier shall not be liable for any loss, damage, expenses or any other consequences arising or resulting therefrom.
- (c) The Carrier may disclose and report, whether on a mandatory or voluntary basis, any and all regulatory non-compliance to authorities; such authorities may exercise forfeiture and/or assess penalties against Merchant.

29. CARRIER'S CONTAINER

- (a) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's Container(s) and other equipment(s) which occurs while in the possession or control of the Merchant, his agents or inland carriers engaged by or on behalf of the Merchant.
- (b) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's Container(s) or the contents thereof during handling by, or while in the possession or control of, the Merchant, his agents or inland carriers engaged by or on behalf of the Merchant.

30. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS

If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure in relation to the Goods or the Container, then the Carrier may, without notice to the Merchant, but as its agent only, take any measure or incur any additional expense to carry or to continue the Carriage, or to sell or dispose of the Goods, or to abandon the Carriage or store Goods ashore or afloat, under cover or in the open, at any place that the Carrier, in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery under this Waybill. The Merchant shall indemnify the Carrier against any additional expenses it has so incurred.

31. DELAY, CONSEQUENTIAL LOSS

- (a) The Carrier does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, as applicable, or will arrive at the Port of Discharge or Place of Delivery, as applicable, or will be transhipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular market in time for any particular use. The scheduled or advertised departure and arrival times are only expected times and the Carrier shall in no circumstances have any liability whatsoever for any direct, indirect or consequential loss or damage caused by delay. Save as otherwise provided for herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage arising from any other cause.
- (b) Without prejudice to the foregoing, if the Carrier is found liable for delay by the court, the Carrier's liability shall be in no event exceed to the freight applicable to the relevant stage of the Carriage.

32. GENERAL AVERAGE, SALVAGE AND NEW JASON CLAUSE

- (a) The Merchant shall admit that General Average may be declared during the course of or in respect of the carriage of the Goods by sea and shall in such a case undertake to make for settlement of the General Average such contribution due from the Goods as is determined in accordance with the York-Antwerp Rules of 1994 or any modification thereof.
- (b) Such security including a cash deposit as the Carrier or the owner of the Vessel may deem sufficient to cover the estimate contribution of the Goods, any salvage and special charges thereon, shall be furnished by the Merchant to the Carrier or the owners of the Vessel, if required, prior to delivery of the Goods.
- (c) If the Carrier delivers the Goods without obtaining security for general average

contribution, the Merchant, by taking delivery of the Goods, undertakes personal 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 reasonably require.

- (d) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods, shippers, consignees or the owners of the Goods shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as full as if the said salving Vessel or Vessels belonged to strangers. Such deposit as the Carrier, or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, shippers, consignees or owners of the Goods to the Carrier before delivery.

33. BOTH-TO-BLAME COLLISION CLAUSE

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

34. MERCHANT'S RESPONSIBILITIES

- (a) The parties within the definition of "Merchant" shall be jointly and severally liable to the Carrier for the fulfillment of all obligations undertaken by any of them under this Waybill.
- (b) The Merchant warrants to the Carrier that the particulars relating to the Goods stated on the front page of this Waybill have been checked by the Merchant on its receipt of this Waybill. The Merchant further warrants that any particulars relating to the Goods furnished by or on behalf of the Merchant are adequate and correct for all purposes including for purposes of security filings or disclosures and all other government-required filings or disclosures. The Merchant also warrants that the Goods are lawful goods and are not contraband.
- (c) The Merchant has the exclusive obligation to ensure, and hereby warrants, the Goods and Merchants are compliant with all relevant authorities and are legally eligible for Carriage in all respects under all relevant governing laws and regulations. The Merchant shall further inform Carrier of any applicable licensing, reporting, or other regulatory requirement under all relevant laws and regulations prior to Carriage of the Goods.
- (d) The Merchant shall indemnify and hold the Carrier harmless from and against any loss, damage, liability, and expense, including attorneys' fees, that the Carrier has incurred, arising out of or in any way connected with or caused by, in whole or in part, any breach of the warranties in sub-paragraph (b) of this clause or from any other cause in connection with the Goods for which the Carrier is not responsible.
- (e) The Merchant shall provide Carrier with certified weights obtained on calibrated and certified weighing equipment of the Goods and the Container that are tendered to steamship lines and Merchant represents that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Merchant in order to provide the certified weight certificates or verifications of gross mass to the steamship line or terminal operator. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any claims, losses, fines, penalties, or other costs resulting from any incorrect or improper statements of the weight or verified gross mass provided by the Merchant or its agent or contractor on which the Carrier relies.
- (f) The Merchant shall assume full responsibility for and shall indemnify Carrier against any loss of or damage to Containers and other equipment provided by Carrier or its

subcontractors, servants, or agents which loss or damage occurs while in the possession or control of Merchant, its agents or independent vendors engaged by or on behalf of Merchant. Merchant shall indemnify and hold Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by Containers or the Goods during handling by, or while in the possession or control of, Merchant, its agents or any independent vendors engaged by or on behalf of Merchant.

35. MANDATORY GOVERNING LAW, VENUE AND JURISDICTION FOR NON-U.S. SHIPMENTS

The contract evidenced by or contained in this Waybill shall be governed by Japanese law, except as may be otherwise provided for in Article 7(b), 9, 10(f) and 36 herein, and any and all actions thereunder shall be exclusively brought before the Tokyo District Court in Japan, whether the action be found in contract, in tort or otherwise.

36. MANDATORY GOVERNING LAW, VENUE AND JURISDICTION FOR U.S. SHIPMENTS

If the carriage covered by this Waybill includes carriage to or from or through a port or place in the United States of America, then the Merchant agrees that:

- (a) This Waybill shall be subject to U.S. COGSA of which terms shall be deemed to be incorporated herein;
- (b) In case of the above paragraph, the liability of the Carrier or any sub-contractor shall not exceed US\$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof. This declaration, if embodied in this Waybill, shall be prima facie evidence, but shall not be conclusive on the Carrier;
- (c) All claims or disputes arising out of or in any way connected to this Waybill or the Carriage shall be determined under the federal law of the United States of America, without regard to its conflict of laws rules or, in the absence of such federal law, then under the laws of the State of New York, without regard to its conflict of laws rules;
- (d) The exclusive and mandatory venue for any of the above claims or disputes shall be exclusively brought before the Tokyo District Court in Japan, whether the action be found in contract, in tort or otherwise.

37. VARIATION OF THE CONTRACT; PARTIAL INVALIDITY

No employee, servant, agent, or Sub-Contractor of the Carrier has the power to waive or vary any of these Waybill Contract Terms and Conditions unless the Carrier, in writing, has specifically authorized such a waiver or variation. If any provision of these Waybill Contract Terms and Conditions shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of these Waybill Contract Terms and Conditions shall be unaffected thereby and shall remain in full force and effect.