

○ **Standard Terms and Conditions for Package-Transportation Services (Ministry of Land, Infrastructure, Transport and Tourism Notification No. 576 of 1990)**

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Chapter I General Provisions

(Scope of Application)

Article 1 (1) These standard terms and conditions for delivery services (these “Terms and Conditions”) applies to the transportation of packages for which courier charges are applicable.

- (2) Matters not stipulated in these Terms and Conditions shall be governed by applicable laws or by general customs.
(3) Notwithstanding the provisions of the preceding sub-articles (1) and (2), we (the “Company”) may accept requests for special agreements to the extent that they do not violate any laws.

Chapter II Undertaking of Transportation

(Date and Time for Reception)

Article 2 (1) The Company shall set the date and time for package reception, and post such information at its sales offices or other places of business, or on the Company’s website.

- (2) In the event of a change in the date and time of reception as set forth in the preceding paragraph, such change shall be posted in advance at the sales offices or other places of business, or on the Company’s website.

(Invoice)

Article 3 (1) When undertaking to transport a package or packages, the Company will issue an invoice setting forth the items listed below for each package. In such cases, items (i) through (iv) shall be stated by the consignor, and items (v) through (xiv) shall be stated by the Company, including item (ix) which may be omitted in some cases.

- (i) Name, address, and telephone number of the consignor
 - (ii) Name of the consignee and the destination of delivery and its telephone number
 - (iii) Name of the goods in the package
 - (iv) Special precautions for transportation (the classification of the nature of the package contents, such as fragile, susceptible to deterioration or decay, and any other necessary matters must be described)
 - (v) Courier’s name
 - (vi) Name, address, and telephone number of the Company
 - (vii) Name of the sales office or other place of business that has undertaken delivery of the package.
 - (viii) Date of accepting the package
 - (ix) The scheduled delivery date (if the Company undertakes to transport a package which is to be received by the consignee for use at a specific date and time, the purpose of use and the date and time of package delivery must be indicated.)
 - (x) Classification of weight and volume
 - (xi) Freight charges and other expenses related to transportation
 - (xii) Total maximum liability
 - (xiii) Contact telephone number
 - (xiv) Other matters necessary for the transportation of package
- (2) The invoice set forth in the preceding paragraph may be issued by electromagnetic means.

(Verification of the Contents of Packages)

Article 4 (1) If there is any doubt about the name of the goods or any special precautions for transportation stated on the invoice, the Company may inspect the package in the presence of, and with the consent of, the consignor.

- (2) In the event that an inspection is conducted pursuant to the provision of the preceding paragraph and, as a result, it has been found that the name of the goods or special precautions for transportation do not differ from those stated by the consignor, the Company shall make compensation for any damages resulting from the inspection.

- (3) In the event that an inspection is conducted pursuant to the provision of paragraph 1 and, as a result, it has been found that the name of the goods or special precautions for transportation differ from those stated by the consignor, the consignor shall bear the expenses incurred in connection with the inspection.

(Packing)

- Article 5 (1) The consignor shall pack the goods in a manner suitable for transportation according to the nature, weight, volume, etc. of the goods.
- (2) In the event the packaging of the goods is not suitable for transportation, the Company may request the consignor to pack the goods as required or may pack the goods by itself at the consignor's expense.

(Refusal to Undertake)

Article 6 In the event of any of the following occurring, the Company may refuse to undertake transportation of a package:

- (i) The application for transportation is not based on these Terms and Conditions;
- (ii) The consignor does not state the necessary matters in the invoice or does not give consent for the inspection pursuant to the provision of Article 4 (1);
- (iii) Packaging is not suitable for transportation;
- (iv) The consignor demands special treatment or handling in connection with the transportation;
- (v) The transportation is contrary to the provisions of laws and regulations or public order or morality, such as transportation of confidential correspondences;
- (vi) The package either:
 - (a) poses risks of causing damage to other cargoes, such as explosives and other dangerous goods, or unclean goods; or
 - (b) contains other items specifically designated by the Company; or
- (vii) There is an unavoidable reason, such as natural disaster.

(Outer Labeling)

Article 7 When accepting a package for transportation, the Company shall attach, on the outer packaging thereof, a document that indicates the matters listed in items (i) to (vi), (viii), (ix) (except in cases where those matters are not stated), (xii), and (xiii) of Article 3, paragraph (1), and other necessary matters.

(Special Provisions regarding Dangerous Goods)

Article 7-2. With respect to any package that may cause explosion, ignition, or any other danger to transportation, the consignor shall clearly indicate such a fact in an easily visible location outside the said package, and shall, in advance, notify the Company to that effect and of the information necessary for safe transportation of the said package, including the name and nature of the goods contained in the package.

(Collection of Freight Charges)

- Article 8 (1) When accepting a package, the Company shall collect the freight, charges, and any other expenses related to the transportation (hereinafter referred to as "Freight Charges").
- (2) Notwithstanding the provisions of the preceding paragraph, the Company may agree to collect the Freight Charges from the consignee upon delivery of the package.
- (3) Freight Charges and the application methods therefor shall be based on the tariff schedule separately provided by the Company.
- (4) Freight Charges and the application methods therefor shall be posted at the sales offices or other places of business, or on the Company's website.

(Joint Carriage or Consigned Freight Forwarding)

Article 9 As long as consignor's interests are not being harmed, the Company may transport the package(s) it has undertaken jointly with other transportation businesses or by using other transportation services provided by other motor truck transportation business operators or by other means of transportation.

Chapter III Delivery of Packages

(Date of Delivery of Package)

- Article 10 (1) The Company will deliver packages by their scheduled delivery date as set forth below. Provided, however, that any packages may be delivered on the next day of its scheduled delivery date if the delivery is affected by traffic conditions or other circumstances.
- (i) In case the scheduled delivery date is indicated in the invoice: On the date indicated
 - (ii) In the case where the scheduled delivery date is not indicated on the invoice: On the date calculated by adding to the date of accepting the package indicated on the invoice, the number of days elapsed since the said date of collection,

where the said number of days is determined according to the rules (a) and (b) below and based on the distance of transportation of the package (provided, however, that in the case where the place of undertaking the transportation or the destination of delivery is on any of the remote islands or mountainous areas specified and indicated by the Company, the date determined by adding a reasonable number of days to the date of accepting the package)

(a) For the first 400 kilometers: 2 days

(b) For the distance exceeding the first 400 kilometers: 1 day per every extra 400 kilometers

- (2) Notwithstanding the provisions of the preceding paragraph, in the case where the Company has undertaken transportation of a package with the indication of the intended use thereof and the scheduled delivery date and time on the invoice, the Company shall deliver the package by the scheduled delivery date and time indicated on the invoice.

(Delivery to Persons Other than Consignee)

Article 11 Delivery of a package to any person listed in the following items shall be deemed by the Company to be delivery to the consignee.

- (i) If the delivery address is a place of residence: A person living with the consignee at such destination or any other person equivalent thereto
- (ii) If the destination of delivery is other than as indicated in the preceding item: A person managing or in charge of the place of destination or any other person in a position equivalent thereto.

(Measures to Be Taken in Case of Absence of Consignee, etc.)

Article 12 (1) In the event a package cannot be delivered due to the absence of the consignee or any person stipulated in the preceding Article, the Company shall notify the consignee in writing, of the date and time of the attempted delivery, the name of the Company, the contact number for inquiries, and other matters necessary for the delivery of the package (hereinafter referred to as the "Delivery Attempt Notification Form") and the Company shall take custody of the package at its sales office or other place of business.

- (2) Notwithstanding the provisions of the preceding paragraph, with the approval of the consignee's neighbor (including the janitor of the apartment house if the consignee resides in an apartment house), the Company may entrust the consignee's neighbor with delivery of the package to the consignee. In such a case, the name of the neighbor whom the Company entrusted with the delivery of the package shall be indicated on the Delivery Attempt Notification Form.

(Measures to Be Taken in Case of Failure to Deliver)

Article 13 (1) In the event the consignee cannot be identified, or the consignee refuses to receive the package or is unable to receive the package for any other reason, the Company shall request the consignor without delay to give instructions on the disposal of the package within a reasonable period.

- (2) The consignor shall bear the costs incurred by the Company in requesting the instructions stipulated in the preceding paragraph and in disposing of the package in accordance with such instructions.

(Disposal of Packages that Cannot Be Delivered)

Article 14 (1) In the absence of instructions as set forth in paragraph (1) of the preceding Article, within a reasonable period of time, the Company may, after giving advance notice to the consignor and having the package in its custody until the day when three (3) months have elapsed from the day when the consignor requested such instructions, sell or otherwise dispose of the package in the presence of a third party that has no interest in this matter. Provided, however, that, in cases where the package is susceptible to deterioration or decay and instructions are not issued within a reasonable period of time, the Company may immediately sell or otherwise dispose of the package after giving an advance notice to the consignor.

- (2) Upon completion of the disposition pursuant to the provisions of the preceding paragraph, the Company shall notify the consignor of such fact without undue delay.

- (3) In the event the Company disposes of a package pursuant to the provisions of paragraph (1), the Company shall allocate the price thereof to the expenses incurred in requesting instructions and storing and disposing of the package, and in the event of a shortage, shall request the consignor to pay such amount, or in the event of a surplus, shall return such amount to the consignor.

Chapter IV Instructions

(Instructions)

Article 15 (1) The consignor may order the Company to suspend, return, forward or otherwise dispose of the package.

- (2) The right of the consignor provided in the preceding paragraph may not be exercised after the package is delivered to the consignee.

- (3) The consignor shall bear the expenses required for the disposition to be made in accordance with the instructions provided in paragraph (1).

(Non-Compliance with Instructions)

- Article 16 (1) The Company may not comply with the instructions of the consignor if it deems that by doing so there would be a risk of causing a hindrance to transportation.
- (2) In the event the Company will not comply with the instructions pursuant to the provisions of the preceding paragraph, it shall notify the consignor to that effect without delay.

Chapter V Accident

(Measures in the Event of an Accident)

- Article 17 (1) In the event of any loss of a package, the Company shall notify the consignor thereof without delay.
- (2) In the event that significant damage to the package is found or the delivery of the package is determined to be significantly delayed from the scheduled delivery date, the Company shall request the consignor without delay to give instructions on the disposal of the package within a reasonable period of time.
- (3) In the case of the preceding paragraph, if there is no time to wait for instructions or if instructions are not issued within the period specified by the Company, the Company shall, for the benefit of the consignor, suspend transportation of the package, return the package or take other appropriate measures.
- (4) Upon disposition pursuant to the provisions of the preceding paragraph, the Company shall notify the consignor to that effect without delay.
- (5) Notwithstanding the provisions of paragraph (2), the Company may not comply with the instructions of the consignor in the event it deems that doing so would create a hindrance to transportation.
- (6) In the event the Company does not comply with the instructions pursuant to the provisions of the preceding paragraph, the Company shall notify the consignor to that effect without delay.
- (7) The consignor shall bear the expenses incurred in connection with seeking instructions provided in paragraph (2) and the disposition of the package in accordance with such instructions or with the measures taken pursuant to the provisions of paragraph (3) in cases where the damage to, or delay of, the package is caused by the consignor's fault or the nature or defect of the package; in other cases, such expenses shall be borne by the Company.

(Disposition of Dangerous Goods, etc.)

- Article 18 (1) In the event the Company becomes aware of the package falling under Article 6, item (vi)(a) during the course of transportation, the Company shall unload or otherwise dispose of such package for the purpose of preventing damage in the course of transportation.
- (2) The consignor shall bear the expenses incurred for the disposition provided in the preceding paragraph.
- (3) Upon disposition pursuant to the provisions of paragraph (1), the Company shall notify the consignor to that effect without delay.

(Issuance of Accident Certificate)

- Article 19 (1) Upon receipt of a request for certification concerning loss of a package, the Company shall issue an accident certificate only for the period of one year from the scheduled delivery date.
- (2) Upon receipt of a request for certification of damage or delay of a package, the Company shall issue an accident certificate only for the period of fourteen (14) days from the date of package delivery.

Chapter VI Liability

(Commencement of Liability)

- Article 20 The Company's liability for loss or damage to the package commences when the Company accepts the package from the consignor.

(Liability and Proof)

- Article 21 In case the package is lost, damaged, or the cause of such loss or damages arises during the period between acceptance and delivery of the package, or if the arrival of the package is delayed, the Company shall be liable to make compensation for damages incurred by such event. Provided, however, that this shall not apply to cases where the Company proves that it or its employees or any other person used for the purpose of transportation did not fail to exercise due care with respect to the acceptance, transportation, custody and delivery of the packages.

(Exemption from Liability)

- Article 22 The Company shall not be liable for any damages caused by loss, damage, or delay of the package due to any of the following reasons:

- (i) Defect or natural wear and tear of the package and its contents;
- (ii) Ignition, explosion, moisture, mold, decomposition, discoloration, rust or any other similar event due to the nature

of the package and its contents;

- (iii) Strikes or go-slow strikes, social disturbances or other incidents, or robbery;
- (iv) Fire due to force majeure;
- (v) Unforeseen and unusual traffic problems;
- (vi) Earthquakes, tsunamis, storm surges, floods, storms, landslides, landslips and other natural disasters;
- (vii) Suspension of transportation, unauthorized unpacking, confiscation, seizure, or delivery to a third party of the package by law or regulation or the exercise of public authority; or
- (viii) Errors in the statements on matters contained in the invoice, which matters must be stated by the consignor, or other willful intention or negligence of the consignor or consignee.

(Special Provisions on Goods Restricted in Consignment)

- Article 23 (1) The Company shall not be liable to make compensation for any loss, damage, or delay of any package that falls under Article 6, item (v).
- (2) With respect to a package that falls under Article 6, item (vi), if the Company undertakes the transportation without knowing the same, the Company shall not be liable to make compensation for any loss, damage, or delay of the package.
- (3) With respect to a package that requires special precautions for transportation, such as fragile, susceptible to deterioration or decay, in the event the consignor fails to indicate such fact on the invoice and the Company does not know of such fact, the Company shall not be liable to make compensation for any loss or damage to the package caused by the failure to use such special precautions in the transportation.

(Grounds for Special Extinction of Liability)

- Article 24 (1) The Company's liability for the damage to the package will cease to exist unless a notice is issued within fourteen (14) days from the delivery of the package.
- (2) The provisions of the preceding paragraph shall not apply in the event the Company knows of the damage and delivers the package.
- (3) In the case where the Company undertakes transportation of a package commissioned to the consignor by a third party, in the event the consignor receives the notice set forth in paragraph (1) within two weeks from the date of package delivery to the consignee pertaining to the said transportation, the period set forth in paragraph (1) pertaining to the Company's liability to the consignor shall be deemed to have been extended until the day on which two weeks have elapsed from the date on which the consignor received the said notice.

(Amount of Damages)

- Article 25 (1) In the event of damages sustained due to loss of package, the Company shall make compensation for the price of the package (meaning the price of the package at the place of dispatch; the same shall apply hereinafter) within the maximum liability limit stated on the invoice (hereinafter referred to as the "Limit Amount").
- (2) The Company shall make compensation for damages caused by the damage to the package within the Limit Amount, based on the price of the package and according to the degree of the damage.
- (3) Notwithstanding the provisions of the preceding two paragraphs, in the event it is deemed obvious that the consignor or consignee will suffer substantial damages if compensation is made pursuant to the provisions of the preceding two paragraphs, the Company shall make compensation for the damages within the Limit Amount.
- (4) The Company shall make compensation for damages caused by the delay of the package as follows:
- (i) In the case of paragraph (1) of Article 10: The Company shall make compensation, within the limits of the Freight Charges, for damage to property caused by the failure to deliver the package before the next day of the scheduled delivery date of the package, except in the case where the Delivery Attempt Notification Form provided in Article 12 is given by the next day of the scheduled delivery date.
 - (ii) In the case of paragraph (2) of Article 10: The Company shall make compensation, within the Limit Amount, for damage to property arising from the inability to use the package at a specific time and date.
- (5) In the event of damages due to loss of or damage to the package and damages due to delay occurring simultaneously, the Company shall make compensation for the total amount of compensation for damages pursuant to the provisions of paragraph (1), paragraph (2), or paragraph (3) and the preceding paragraph within the Limit Amount.
- (6) Notwithstanding the provisions of the preceding five paragraphs, in the event of any loss, damage, or delay of the package due to the willful act or gross negligence of the Company, the Company shall compensate for all damages resulting therefrom.

(Refund of Freight Charges)

- Article 26 In the event of the occurrence of loss, significant damage to or delay of or to the package due to a natural disaster or any other unavoidable reason or the Company's fault (only in the case of Article 10 paragraph (2)), the Company will make reimbursement of the Freight Charges. In such a case, the Company will not charge for the package if the Company has not yet collected the Freight Charges therefor.

(Period for Disqualification)

- Article 27 (1) The liability of the Company shall be extinguished if no judicial claim is made within one year from the date of package delivery (in the case of total loss of the package, the date on which the package ought to be delivered).
- (2) The period set forth in the preceding paragraph may be extended by mutual agreement only after damages have occurred due to loss of package, etc.
- (3) In the case where the Company undertakes transportation of a package commissioned to the consignor by a third party, in the event the consignor has made compensation for the damage or a judicial claim is made within the period prescribed in item (1), the said period concerning the liability of the Company for the consignor shall be deemed to have been extended from the date the consignor made compensation for the damages or a judicial claim is made until the day on which three months have elapsed from the said date.

(Liabilities in Joint Carriage or Consigned Freight Forwarding)

- Article 28 Even in the event that the Company performs the transportation jointly with other transportation businesses or by using other transportation services provided by other motor truck transportation business operators or by other means of transportation, the Company shall be responsible for the transportation according to these Terms and Conditions.

(Consignor's Liability for Damages)

- Article 29 The consignor shall be liable for any damage caused to the Company due to the defect or nature of the package. Provided, however, that this shall not apply in the event the consignor was unaware of the defect or the nature thereof without negligence, or the Company was aware of such defect or nature.