

Standard Terms and Conditions for Self-Storage Services

Standard Terms and Conditions for Storage Room Services

(Enacted by) Ministry of Transport Notification No. 237 of May 15, 1986

(Amended by) Ministry of Land, Infrastructure, Transport and Tourism Notification No. 1173 of September 6, 2007

(Implemented on) October 1, 2007

Chapter I General Rule

(Scope of Application)

Article 1 (1) These terms and conditions (the “Terms and Conditions”) shall apply to the deposit of goods listed in the Appendix (hereinafter referred to as "specified goods"), where the storage of the deposited goods is provided in the form of storage room services (meaning the provision of permanent storage services for specified goods as a business).

(2) Matters not stipulated in these Terms and Conditions shall be governed by applicable laws or 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.

(Business Day and Time)

Article 2 (1) The Company shall set the date and time of business and post such information at its sales offices or other places of business.

(2) Any changes in the business day and time set forth in the preceding paragraph shall be posted in advance at the sales offices or other places of business.

(Storing, Taking-Out and Other Operations)

Article 3 The storing, taking-out, and other operations of the specified goods deposited (hereinafter referred to as the "deposited goods") shall be performed by the Company.

(Manifestation of Intention in Writing)

Article 4 The Company may require the Depositor to communicate in writing, whenever the Depositor notifies the Company, gives instructions or otherwise manifests its intention to the Company.

(Notice, Demand)

Article 5 In the event the Company gives a notice or demand to the Depositor's address stated in the deposit application form (in the event of a notice as set forth in paragraph (1) of Article 10, the address to which such notice was given), such notice or demand shall be deemed to have arrived at the time when such notice or demand usually ought to arrive.

(Interest on Money Received in the Course of Business)

Article 6 The Company will not accrue interest on any money it received in the course of business.

Chapter II Conclusion of Contracts, etc.

(Refusal to Accept Deposit)

Article 7 The Company may refuse to accept the deposit if there are any of the following reasons:

- (i) The application for deposit is not based on these Terms and Conditions;
- (ii) The specified goods are deemed to be dangerous goods, susceptible to deterioration or damage, deficiently packed or otherwise not suitable for storage;
- (iii) Where no agreement is reached regarding the value of the deposit (hereinafter the "Deposit Value") pursuant to the provisions of paragraph (2) of the following Article;
- (iv) When there is no available facility needed for the custody of the specified goods;
- (v) The Depositor demands special treatment or handling in connection with regard to the storage of the specified goods;
- (vi) The storage of the specified goods is contrary to the provisions of any laws or public order or morality; or
- (vii) There is any other unavoidable reason.

(Deposit Value)

Article 8 (1) The Deposit Value of the deposited goods shall be the value of such goods at the time of application for the deposit.

- (2) Notwithstanding the provisions of the preceding paragraph, the Depositor may, at the time of the application for deposit, after due consultation with the Company, determine a certain value that is deemed appropriate, as the Deposit Value.

(Deposit Application Form)

Article 9 (1) The Depositor shall, at the time of depositing the specified goods, submit to the Company a deposit application form stating the following matters with his/her name and seal.

- (i) The name, address, and telephone number of the Depositor
- (ii) Name and quantity of the goods
- (iii) If packed, the type of packaging and the quantity of the packed goods by the type of packaging
- (iv) Deposit Value
- (v) The storage method specified (if any)
- (vi) Special precautions required for storage or handling of the goods (if any)
- (vii) Date of delivery
- (viii) Where it is not necessary to obtain fire insurance as set forth in Article 26, paragraph (1), a statement to that effect;
- (ix) Other matters necessary for storage or handling of the specified goods
- (2) The Company shall not be liable for any damage arising from the Depositor's failure to submit the deposit application form or to provide the required information in the deposit application form, or discrepancies between the information provided in the deposit application form and the actual facts.

(Changes to the Matters Stated in a Deposit Application Form)

Article 10 (1) In the event the Depositor changes the matters listed in item (i) of paragraph (1) of the preceding article or the seal impression affixed on a deposit application form (hereinafter simply referred to as "Seal Impression") or has lost the Seal Impression, the Depositor shall notify the Company without delay.

- (2) In the event the Depositor intends to change any of the matters listed in items (ii) through (ix) of paragraph (1) of the preceding article, the Depositor shall notify the Company of such change in advance.

(Cancellation of Contract)

Article 11 (1) The Company may cancel the contract in the event of any of the following:

- (i) It has become apparent that any of the reasons set forth in items (ii) through (vi) of Article 7 hereof is applicable;
 - (ii) The Depositor does not deliver the deposited goods as agreed;
 - (iii) The Depositor refused to allow an inspection of the deposited goods pursuant to the provisions of paragraph (1) of the following Article; or
 - (iv) Where no agreement is reached regarding the Deposit Value in accordance with the provisions of Article 13.
- (2) In the event the Company intends to discontinue or suspend the business, the Company may cancel the contract. In this case, prior notice shall be given no later than three months prior to the date of cancellation.
 - (3) In the event the Company intends to issue a warehouse receipt for the deposited goods at the request of the Depositor, the Company shall cancel the contract.
 - (4) In the event the Company cancels the contract pursuant to the provisions of paragraph (1) or (2) after the Depositor delivers the deposited goods to the Company, the Depositor shall, without delay, pay the storage fees, handling fees, other expenses, advance money, and delinquent charges, and take back the deposited goods.
 - (5) In the event the Company cancels the contract pursuant to the provisions of paragraph (1) or (3), the Company shall not be liable for any damages caused thereby.
 - (6) In the event the contract is terminated pursuant to the provisions of paragraph (2) and the discontinuation or suspension of its business is due to a reasonable cause, the Company shall not be liable for any damages caused thereby.

Chapter III Delivery of Deposited Goods

(Inspection of Contents of Deposited Goods at the Time of Delivery)

Article 12 (1) In the event of any doubt regarding the name, quantity, or precautions for storage or handling of the deposited goods stated in the deposit application form, the Company may, with the consent of the Depositor, inspect the contents of the deposited goods.

- (2) Notwithstanding the provisions of the preceding paragraph, the Company may inspect the contents of the deposited goods without obtaining the Depositor's consent if there are legitimate reasons, such as the inability to seek the Depositor's consent in a timely manner and the presumption of abnormalities in the contents based on the external appearance of the deposited goods.
- (3) In the event that an inspection is conducted pursuant to the provisions of paragraph (1) in the absence of the Depositor or an inspection is conducted pursuant to the provisions of the preceding paragraph, the Company shall notify the Depositor of such fact and the result of the inspection without delay.
- (4) In the event that an inspection is conducted pursuant to the provisions of paragraph (1) or (2) and, as a result, the contents of the deposited goods are found to be consistent with the details in the deposit application form, the Company shall be liable for damages arising from such inspection.
- (5) In the event that an inspection is conducted pursuant to the provisions of paragraph (1) or (2) and, as a result, the contents of the deposited goods are found to differ from the details described in the deposit application form, the Depositor shall bear the expenses incurred in connection with the inspection.

(Change of Deposit Value at the Time of Delivery)

Article 13 In the event the Deposit Value of the deposited goods is deemed inappropriate at the time of receiving the delivery of the deposited goods, the Company may change such value to a value deemed appropriate after due consultation with the Depositor.

(Issuance of Receipts)

Article 14 (1) In the event of receiving the delivery of the deposited goods, the Company shall issue a document certifying such receipt (hereinafter referred to as the "Receipt") to the Depositor.

- (2) The Receipt shall contain the name, address and telephone number of the Company as well as the matters set forth in each item of paragraph (1) of Article 9.
- (3) In the event of loss of the Receipt, the Depositor must notify the Company thereof without delay.
- (4) Receipts may not be transferred or pledged as collateral.

Chapter IV Storage of Deposited Goods

(Storage Method)

Article 15 The Company shall store the deposited goods in the same packing conditions as when they were delivered, in accordance with the method specified and explicitly indicated by the Company.

(Re-deposit)

Article 16 (1) The Company may, with the consent of the Depositor and at the Company's expense, re-deposit the deposited goods with another warehouse operator in the event there is no available facility needed for the storage of the deposited goods or there are other unavoidable reasons. Provided, however, that in the event there is no time to obtain the Depositor's consent, the Depositor may re-deposit the deposited goods without obtaining such consent.

- (2) In the event the deposited goods are re-deposited to another warehouse operator as set forth in the proviso of the preceding paragraph, the Company shall notify the Depositor to that effect without delay.

(Storage Period)

Article 17 (1) The storage period for the deposited goods (hereinafter referred to the "Storage Period", meaning the period during which the Company may not request the Depositor to cancel the contract, except in cases where the contract is cancelled pursuant to the provisions of Article 11, paragraphs (1) to (3), the same shall apply hereinafter) shall be three months commencing from the date agreed upon as the date of delivery of the deposited goods by the Depositor.

- (2) The Storage Period for the deposited goods will be automatically renewed unless the Depositor requests to terminate the contract. The Storage Period after renewal shall be three months.
- (3) Notwithstanding the provisions of the preceding paragraph, the Company may refuse to renew the Storage Period in the event of the followings, where the Company shall give an advance notice to that effect no later than one week prior to the expiration date of the Storage Period.
 - (i) In the event storage fees, handling fees, other expenses, advances money, or delinquent charges are not paid by the date specified and notified by the Company;
 - (ii) Where no agreement is reached regarding the Deposit Value pursuant to the provisions of paragraph (2) of the following Article;
 - (iii) Where the Depositor has refused to allow the contents of the deposited goods inspected pursuant to the provisions of Article 19(1); or
 - (iv) The Depositor has otherwise violated these Terms and Conditions.
- (4) In the event the reason set forth in the preceding paragraph ceases to exist before the expiration date of the Storage Period after the prior notice set forth in the preceding paragraph, the Storage Period shall be renewed.
- (5) In the event the Company refuses to renew the Storage Period pursuant to the provisions of paragraph (3), it shall be deemed that the Company has notified the Depositor of termination of the contract simultaneously with the expiration of the Storage Period.
- (6) The Depositor shall, in the event of being refused of renewal the Storage Period pursuant to the provisions of paragraph (3), pay the storage fees, handling fees, other expenses, advance money, and delinquent charges and collect the deposited goods without delay.
- (7) In the event the Company refuses to renew the Storage Period pursuant to the provisions of paragraph (3), the Company shall not be liable for any damages caused thereby.

(Adjustment of Deposit Value during Storage)

Article 18 (1) In the event of a significant change in the Deposit Value of the deposited goods, the Depositor shall notify the Company of such change without delay.

- (2) In the event the Deposit Value of the deposited goods is deemed inappropriate, the Company may adjust such value to an appropriate value upon consultation with the Depositor.

(Inspection of Contents of Deposited Goods in Storage)

Article 19 (1) During the Storage Period, if there is any doubt about the description, quantity, or precautions for storage or handling of the deposited goods described in the Deposit Application Form, the Company may inspect the contents of the deposited goods with the Depositor's consent.

- (2) Notwithstanding the provisions of the preceding paragraph, the Company may inspect the contents of the deposited goods without obtaining the Depositor's consent if there are legitimate reasons, such as the inability to seek the Depositor's consent in a timely manner and the presumption of abnormalities in the contents based on the external appearance of the deposited goods.
- (3) In the event the Company conducts an inspection pursuant to the provisions of Paragraph 1 without the Depositor's presence, or conducts an inspection pursuant to the provisions of the preceding paragraph, the Company shall notify the Depositor of such fact and the result of the inspection without delay.
- (4) In the event the Company conducts an inspection pursuant to the provisions of Paragraph 1 or Paragraph 2 and the contents of the deposited goods are consistent with the details described in the Deposit Application Form, the Company shall be liable for damages incurred as a result of such inspection.
- (5) In the event the Company conducts an inspection pursuant to the provisions of Paragraph 1 or Paragraph 2 and the contents of the deposited goods differ from the details described in the Deposit Application Form, the Depositor shall bear the costs incurred for the inspection.

(Handling, Inspection, and Necessary Measures for Deposited Items)

Article 20 (1) The Depositor may, in the presence of the Company, take measures necessary for taking in and out of, inspecting or storing the deposited goods. In such cases, the Depositor must submit the receipt and seal to the Company.

- (2) In the event the Depositor retrieves or deposits goods, the Company may require the Depositor to declare any changes to the deposit goods in the descriptions, quantities or the Deposit Value resulting from such actions.
- (3) In the event the deposited goods, their packing or storage containers are damaged due to the Depositor's actions involving retrieval, inspection, or preservation measures, the Company shall record such details on the receipt.
- (4) If unavoidable circumstances arise, the Company may designate the date and time for the Depositor to retrieve, inspect or take measures to preserve the deposited goods.

(Handling of Unsuitable Deposited Goods)

Article 21 (1) The Company may demand that the Depositor take necessary measures within a reasonable period of time if any of the following circumstances apply:

- (i) The deposited goods are deemed unsuitable for storage due to deterioration, damage, or similar reasons.
- (ii) The Deposited Goods are deemed likely to cause damage to the warehouse or other deposited goods.
- (2) In the event the Depositor receives such a demand as specified in the preceding paragraph, the Depositor shall take necessary measures without delay.
- (3) In the event the Depositor fails to comply with the demand set forth in the preceding paragraph within the period specified by the Company, or if the Company has no time to issue such a demand, the Company may dispose of the deposited goods or take other necessary measures.
- (4) The costs incurred for the measures specified in the preceding two paragraphs shall be borne by the Depositor in the event the need for such measures arises from reasons attributable to the Depositor.
- (5) In the event of the measures set forth in Paragraph 3, the Company shall notify the Depositor of such measures without delay.

(Return Procedures)

Article 22 In the event the Depositor wishes to have the deposited goods returned, the Depositor shall completed the required information, including their name and other necessary matters on the receipt, affix their seal and submit it to the Company.

(Refusal of Return)

Article 23 (1) Until the Company receives payment of the storage fee, handling fee, and other expenses, advance payment, and delinquent charge, the Company may refuse to comply with a request for the return of the deposited goods.

- (2) During the period of retention pursuant to the provision of the preceding paragraph, the Depositor shall pay an amount equivalent to the storage fees.
- (3) In the event the Company refuses to comply with a request for return pursuant to the provisions of Paragraph 1, the Company shall not be liable for any damages resulting therefrom.

Chapter VI Handling of Unretrieved Deposited Goods

(Request for Retrieval)

Article 24 (1) In the event that the Depositor fails to retrieve the deposited goods pursuant to the provisions of Article 11, Paragraph 4 or Article 17, Paragraph 6, the Company may demand that the Depositor retrieve the deposited goods by a date designated by the Company.

- (2) In the event the demand specified in the preceding paragraph is made in writing, the Company may include a statement that failure to retrieve the items by the designated date will be deemed a refusal to retrieve them.
- (3) After the date specified pursuant to the provisions of Paragraph 1 has passed, the Company shall not be liable for any damage caused to the Deposited Goods.

(Disposal of Deposited Goods)

Article 25 (1) Where the Depositor refuses or is unable to retrieve the deposited goods, or the Depositor cannot be identified without fault on the part of the Company, and the Company has issued a demand for retrieval of the deposited goods with a specified deadline but the goods are not retrieved within that deadline, the Company may, after three months have elapsed from the date of the demand, sell or otherwise dispose of the deposited goods after providing prior notice to the Depositor and arranging for a fair third party to witness the process. Provided, however, if the deposited goods are at risk of spoilage or deterioration, the Company may, immediately after the retrieval deadline, dispose of the goods by sale or other means under the same conditions.

- (2) In the event of the disposition pursuant to the provisions of the preceding paragraph, the Company shall notify the Depositor of the disposal without delay.
- (3) In the event of the sale pursuant to the provisions of Paragraph 1, the Company shall deduct storage fees, handling fees, other expenses, advance money, and delinquent charge, as well as expenses required for the sale from the proceeds. Any remaining balance shall be returned to the Depositor, and in the event of a shortfall, the Company may demand payment of the deficiency from the Depositor.

Chapter VII Damage Insurance for Deposited Goods

(Insurance Coverages)

Article 26 (1) Unless otherwise explicitly indicated by the Depositor, the Company shall insure the deposited goods on behalf of the Depositor with a fire insurance policy from an insurer deemed appropriate by the Company, covering all of the following types of damage. Provided, however, that, for the deposited goods that are re-deposited with another warehouse operator, the goods shall be covered by a fire insurance policy equivalent to that taken out by the Company, issued by an insurer deemed appropriate by the receiving warehouse operator.

- (i) Damage caused by fire;
 - (ii) Damage caused by lightning strikes;
 - (iii) Damage caused by rupture or explosion;
 - (iv) Damage caused by leakage, discharge, or hot water resulting from accidents involving water supply and drainage facilities;
 - (v) Damage caused by the accidents due to the operational negligence of the Company or its employees
 - (vi) Damage caused by rodent activity; or
 - (vii) Damage, destruction or contamination caused by theft.
- (2) The insured amount under the fire insurance policy for the deposited goods as concluded by the Company pursuant to the provisions of the preceding paragraph shall correspond to the declared Deposit Value of the deposited goods.
- (3) Matters related to fire insurance of the deposited goods shall be posted at the sales office or other business office of the Company.

(Determination of Compensation Amount)

Article 27 (1) In the event that the deposited goods sustain damage, the Depositor shall obtain the Company's approval regarding the price at the time of the incident, the extent of the damage, and the compensation amount as determined with the insurer.

- (2) In the event no agreement is reached between the Depositor and the insurer on the matters mentioned in the preceding paragraph, the Company may determine the compensation amount in consultation with the insurer.

(Payment Procedures for Fire Insurance)

Article 28 The Depositor must receive fire insurance benefits through the Company.

Chapter VIII Liability for Compensation

(Commencement and Termination of Liability)

Article 29 The Company's liability for the deposited goods shall commence when the Company receives the delivery of the deposited goods from the Depositor, and ends when the Depositor retrieves the deposited goods from the Company.

(Company's Liability for Damages and Burden of Proof)

Article 30 Unless the Company or its employees prove that they exercised due care with respect to the storage or handling of the deposited goods, the Company shall be liable for damages arising from the loss or damage to the deposited goods.

(Liability for Re-Deposited Goods)

Article 31 Even in the event the deposited goods are re-deposited with another warehouse operator pursuant to Article 16, the Company shall bear the same responsibility as if the deposited goods had been stored by the Company itself in accordance with these Terms and Conditions.

(Exemptions from Liability)

Article 32 (1) The Company shall not be liable for any damages arising from the following causes:

- (i) The inherent nature, defects or natural deterioration of the deposited goods, or insufficient packing;
 - (ii) Damage caused by pests;
 - (iii) War, incident, riot, robbery or labor strikes and lockouts;
 - (iv) Earthquakes, tsunamis, high tides, floods, or typhoons;
 - (v) Requisition or quarantine; or
 - (vi) Disasters, accidents, orders, measures or acts of preservation other than those listed in the preceding items that cannot be refused or avoided.
- (2) Notwithstanding the preceding paragraph, the Company shall bear liability for damages resulting from the aforementioned causes if it has agreed to such liability due to special facilities or other circumstances.

(Amount of Compensation)

Article 33 (1) The Company shall compensate for damages caused by loss or damage to the deposited goods.
(2) In the event the amount of damages set forth in the preceding paragraph exceeds the Deposited Value, the amount of damages shall be deemed to be the declared Deposited Value.

(Special Grounds for Extinguishment of Liability)

Article 34 (1) The Company's liability for damages arising from partial loss or damage to the deposited goods shall be extinguished unless the Depositor notifies the Company of such partial loss or damage within one week from the date of retrieval of the deposited goods.
(2) The provisions of the preceding paragraph shall not apply in the event the Company knew of the partial loss or damage at the time of returning the deposited goods.

(Statute of Limitations)

Article 35 (1) The Company's liability for damages caused by partial loss or damage to the deposited goods shall be extinguished by prescription upon the lapse of one year from the date on which the Depositor retrieved the deposited goods from the Company. Provided, however, that if the Company was aware of the damage, this period shall be extended to five years.

(2) The Company's liability for damages caused by the total loss of the deposited goods shall be extinguished by prescription if five years have elapsed from the date the Company notified the Depositor of the loss.

(Depositor's Liability for Damages)

Article 36 The Depositor shall be liable to compensate the Company for any damages caused by the nature or defects of the deposited goods. Provided, however, that this shall not apply to the case where the Depositor was unaware of such nature or defects without negligence or where the Company was aware of them.

(Payment of Storage Fee Equivalent for Delayed Delivery)

Article 37 In the event the Depositor fails to deliver the deposited goods on the agreed delivery date, the Depositor shall pay an amount equivalent to the storage fees for the deposited goods for the period from the agreed delivery date to the day before actual delivery or the date of contract termination.

(Payment of Storage Fee Equivalent for Delayed Retrieval)

Article 38 In the event the Depositor fails to retrieve the deposited goods as set forth in Article 11, Paragraph 4 or Article 17, Paragraph 6, the Depositor shall pay an amount equivalent to the storage fees for such deposited goods.

Chapter IX Payment of Fees, etc.

(Payment of Fees)

Article 39 The Depositor shall pay the storage fees, handling fees, and other charges filed by the Company with the Minister of Land, Infrastructure, Transport and Tourism by the date specified and notified by the Company.

(Delinquent Charge)

Article 40 In the event the Depositor fails to pay the fees stipulated in the preceding article by the due date stipulated by the Company, the Depositor shall pay the delinquent charge at the rate of 6% per annum from the day following the due date until the day payment is made.

(Changes to Fees)

Article 41 In the event of any change in the storage fee filed by the Company with the Minister of Land, Infrastructure, Transport and Tourism, the Company shall charge the revised fees starting from the billing period in which the change takes effect.

(Responsibility for Fees on Lost Deposited Goods)

Article 42 In case the deposited goods are lost, the Company may charge the Depositor for the fees up to the date of the loss. Provided, however, that this provision shall not apply to the storage fee for the period in question in the event the loss is attributable to the Company.

Appendix (Re: Article 1, paragraph (1))

The following items, provided they are not intended for sale as merchandise:

- 1 Furniture, such as wardrobes, bookshelves, beds, carpets, kitchen utensils, and tableware.
- 2 Household appliances, such as heating and cooling devices, audio equipment, and motorcycles.
- 3 Musical instruments and leisure items, such as pianos, sports equipment, and toys.
- 4 Clothing, such as traditional Japanese garments, Western clothing, and personal items.
- 5 Fur products, such as fur coats and stoles.
- 6 Works of art and crafts, such as paintings, sculptures, calligraphy, ceramics, lacquerware, and antiques.
- 7 Valuables, such as jewelry, gemstones, and pearls.
- 8 Office equipment, such as copiers, typewriters, computers, cabinets, and safes.
- 9 Office documents, such as business papers, ledgers, and drawings.
- 10 Recording media, such as magnetic tapes, magnetic disks, films, and records.
- 11 Other items similar to those listed above.