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

1. DEFINITIONS

(1) "Carrier" means the company mentioned on the face hereof by whom or in whose name the contract of carriage is concluded with a Merchant and who assumes responsibility for the performance of the Carriage bereunder.

(2) "Sub-Contractor" includes owners, charteren and operators of vessels, steredores, terminal operators, warehousemen, road, rail, sea, water and air transport operators and independent contractors and their respective servants, agents and sub-contractors, whose services the Carrier procures for the performance of the whole or any part of the

whose services the Carrier procures for the performance of the wrote or, any parts or use. Carriage.

(3) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

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

(5) "Goods" means the cargo described on the face hereof and, if the Goods are packed into a Container supplied or furnished by or on behalf of the Merchant, includes the Container as well.

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

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

Codes and the holder of this Bill of Lading and anyone acting on behalf of any such person.

Codes are the holder of this Bill of Lading shall have effect subject to the provisions of the International Carriage of Cools by Sea Act of Japan, enacted 18 June 1957, as amended y law effect subject to the provisions of the International Carriage of Cools by Sea Act of Japan, enacted 18 June 1957, as amended y June 1992, thereinafter called the Art), urlies it is adjudged that any other legislation of Law relating to Bills of Lading done at Brussels is adjudged that any other legislation of Law relating to Bills of Lading done at Brussels on 28 August 1924 (hereinafter called the Haguse Rules as amended by the Protocol of 28 Pebruary 1968 done at Brussels on call December 1979, mandatorily applies to this Bill of Lading, in which case it shall have effect subject to the provisions of such similar legislation (hereinafter called the Haguse-Rules Legislation) and provisions of such similar legislation (hereinafter called the Haguse-Rules Legislation) and provisions of such similar legislation of the Haguse-Rules Legislation shall apply and govern before the Goods are in custody of the Carrier and his servants or agents or the Sub-Contractor within the sea terminal at the Port of Loading or Port of Discharge or Work have the Act, the Haguse-Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract or widelined by this Bill of Lading, such provision mandatorily applicable to the contract or widelined by the Bill of Lading, such provision herein is held to be inconsistent with or repugnant to any extent of the Act, the Hagus-Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract evidenced by this Bill of Lading, such provision herein is held to be inconsistent wi

Carrier that miles it is marked "Now we exhibite" on the face are this sign of Lading, shall be demend to constitute the tille to the Goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the Goods mentioned on the face hereof.

(3) This Bill of Lading, shall be prima facie evidence of the taking in charge by the face hereof. This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as described on the face hereof, unless a contrary indication such as 'shipper's weight, load and count', 'shipper-packed container' or similar expressions has been made on the face hereof. However, proof to the contrary shall not be asked to the face of the contrary shall not be active in good faith.

4. GOVERNING LAWAND JURISDICTION

The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law except as may be otherwise provided for herein, and any action against the Carrier thereunder shall be brought before the Tokyo District Court in Japan.

5. CARRIERS' TAHF' Transport and the provided for herein, and any action against the Carrier thereunder shall be brought before the Tokyo District Court in Japan.

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5. CARRIERS' TAHF' Transport and the applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier spon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

6. LIMITATION STATUTES

Nothing in this Bill of Lading shall prevail to provide the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, or commission of limitation of liability authorized by any applicable laws, or commission of limitation of liability authorized by any a

employed by the Carrier the fight to give orders or directions.

(2) The therries set out in the preceding paragraph may be inwoked by the Carrier for the Gords. 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.

9. INSPECTION OF GOODS

(1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further contents or any part thereof or carried further contents or any part thereof, the Carrier may abandon the Carriage thereof and/or take any measures and/or incur any additional expense to carrier or to continue the Carriage or to store the same ashore or alloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any expense so incurred.

(2) If by order of the authorities at any place, a Container has to be opened for the contents to be inspected, the Carrier shall not be liable for any loss, damage or any other Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

10. CONTINGENCIES

(1) If at any time the performance of the Carriage hereunder is or is likely to be affected by any hindrance, danger or disturbance of whatsoever kind which cannot be avoided by exercise of reasonable endeavors, the Carrier may, whether or not the Carriage is commanced without notifying the Merchant, teat the Carriage as terminated and any means whatsoever rush and the carrier shall be discharged from any there responsibility of the Carriar in respect of such Goods shall cease. In such case, the discharge, l

old loading, discharge or call or any place during the Carriage, the Carrier shall be observed deposed of at the Carrier duries on an observed deposed of at the Carrier duries on the carrier against any kind of load, desirating out of the carrier against any kind of load, straing out of or resultaining loss of freight, and any expenses directly or indicated the carrier against any kind of load, straing out of or resultaining loss of freight, and any expenses directly or indicated the carrier against any kind of load, straing out of or resultaining loss of load from the carrier against any kind of load, straing out of or resultaining to the carrier against any kind of load, straing out of or resultaining with the carrier against all carriers against all carriers and the carrier against all carriers against all carriers and strain and any expenses of the Carriers against all carriers and all indemnity the Carriers against all carriers, lossed, damped, or expenses, or personal high property of the carriers and strain and the carriers against all indemnity the Carriers against all carriers and strains and strains and strainst and strai

me mmt and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing Right (SDR) as defined by the International Monetary Fund. The amounts mentioned in Paragraph (2) above shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the court existed of the case.

(5) When the Goods have been packed into a Container by or on behalf of the Merchan, and when the number of packages or units packed into the Container is not described by the considered as the package of the purpose of application of the Carner's shall be considered as one package for the purpose of application of the Carner's function of the Larrier's does not undertake that the Goods shall arrive at the Port of Dischage or Place of Delibery at any particular time or in time to meet any particular market or use and the Carrier shall not be responsible for any direct, indirect or consequential loss or

damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found flable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage.

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(5) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall be are and pay all duties, taxes, fines, imposts, expenses or losses (including freight for any additional Carriage undertaken) incurred or sufficred by reason of failure to comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect 128. MERCHANT PACKED CONTAINERS

(1) If a Container has not been packed by the Carrier fail not be liable for any loss of or damage to the contents and the Merchant shall indemnify the Carrier gain any loss of or damage to the contents and the Merchant shall indemnify the Carrier gainst any injury, loss, damage, lability or expense has been caused by:

(3) the manner in which the Container has been filled, packed, stuffed or loaded;

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(5) the manner in which the Container has been filled, packed, stuffed or loaded;

(6) the manual manner of the container of the containers of the manual trailing of the containers of the manual trailing of the container of the manual trailing of the container and the use of the Container before packing the contents into the Container and the use of the Container shall be prima facie evidence of the Container and the use of the Container shall be prima facie evidence of the Container and the use of the Container shall be prima facie evidence of the Container and the carrier shall not be liable for any loss of or damage to the contents of the Container against any loss of or damage to any Container or other equipment furnished or arranged by the Carrier shall not be Carrier shall in container shall be responsible for and the Merchant, its agent or its inland carrier engaged by or on behalf of the Merc

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.

32. GENERAL AVERAGE

(1) General average shall be adjusted, stated and settled at the port or place where the carrying vessel and/or her owner shall decide according to the York-Aintwerp Rules of 1994 or any modification thereof, and any other rules, laws and usage of the port or place of the adjustment us may be stated in the ocean bill of beding issued for the Goods, laws and usage of the port or place of the adjustment of the state of the ocean bill of beding issued for the Goods and any salvage and special charges thereon shall be made by the Merchant to the Carrier or the owner of the vessel, if required, before delivery of the Goods.

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

10 Palmar Callision Calasar and New Jeson Clause provided for in the ocean bill of lading issued for the Goods by the owner or the operator of the carrying vessel shall be available to the Carrier and be deemed to be incorporated herein and constitute a part hereof with the same force and effect as if fully set forth herein.

34. VARAITON OF THE CONTRACT

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

(1) If the Carringe covered by this Bill of Lading includes Carriage to or from or through a port or place in the United States of America, this Bill of Lading, shall be subject to the Garriage of Goods by Sea Act of the United States of America, approved 16 April 1936 (U.S. COGSA) of which te

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

(2) If U.S. COGSA applies, the liability of the Carrier shall not exceed U.S. \$800 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof, in which case Clause 28 shall apply.

(3) The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay to the Goods, while the Goods are in the United States of America sway from the sea Carrier shall be to procure, as agent, transportation by inland carriers (one or more) and such transportation shall be subject to the inland carrier's contract of carriage and carriffs and any law mandatorily applicable. The Carrier guarantees the fullillment of such inland carrier's foot act as agent only at these times, the Carrier's faibility for loss, damage or delay to the Goods shall be determined in accordance with Clause 22 and Clause 25 thereof.