JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (JIFFA) TERMS AND CONDITIONS OF NON-NEGOTIABLE WAYBILL (2013)

This Washill shall have effect subject to the "CMI Uniform Rules for Sea Washills", which are deemed to be incorporated herein. The CMI Uniform Rules for Sea Washills and be accessed on the website of CMI (currently waw.comitematitime.org) or are available room the Carrier on request.

DEFINITIONS

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

2) "Sub-Contractor includes owners, charteres and operators of vessels, steardores, reminial operators, warehousemen, road, rall, sea, water and air transport operators and dependent contractors and their respective servants, agents and subscontractors, shose services the Carrier procures for the performance of the whole or any part of the arrange.

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ame to procure use permissions, taken in charge to the place designated for delivery on the lace hereof.

2) The provisions set out and referred to herein shall also apply when the Carriage is extormed by one mode of transport or the feet of the Merchant:

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

2) use any means of transport or storage whatsoever;

b) transfer the Goods from one convesance to another including transshipping or arrying the same on another vessed than that named on the face hereof;

c) unpack and remove the Goods which have been packed into a Container and orward them in a Container or otherwise;

d) lead and unload the Goods at any place or port (whether or not being the port and and the process of the

abandon the Carrange thereof and/or take any measures and/or incut any additional spenses to carry of to continue the Carrange or to store the same abover or affact under over or in the open, at any place, which storage shall be deemed to constitute due fellewry under this Waybill. The Merchant shall indemnify the Carrier against any spenses to incurred.

31 ff by order of the authorities at any place, a Container has to be opened for the owner of the control the Carrier and thorse that the carrier shall note it balls for not tax damage or any other onceptures as a result of any opening, unpacking, imspection or repocking. The larger shall be entitled to recover the cost of such opening, unpacking, inspection and epacking from the Merchant.

10. CONTINGENCIS

11 ff at any time the performance of the Carriage hereunder is or is likely to be affected by any hindrance, danger or disturbance of whatsover kind which cannot be avoided by any hindrance, danger or disturbance of whatsover kind which cannot be avoided by any hindrance, danger or disturbance of whatsover kind which cannot be avoided by any hindrance, danger or disturbance of whatsover kind which cannot be avoided by any hindrance, danger or disturbance of whatsover kind which cannot be avoided by any hindrance, danger or disturbance of whatsover kind which cannot be avoided by any hindrance of whatsover kind which cannot be avoided by any hindrance of whatsover kind which cannot be avoided by any hindrance of whatsover kind which are also as a convenient whereupon the repossibility of the Carrier in egypet of such Goods shall cease. In such case, the discharge, individual storing and cannot are according to the control of such Goods shall cease. In such case, the discharge, individual or means whatsover kind hall constitute complete and first delivers and full wither responsibility of the Goods.

2) The situations referred to in the preceding paragraph shall include, but not limited o, those caused by the existence or apprehension of war, declared or und

injury of each, arrang in consequence of the Carrange of such Goods.

If HAWI LIFT (1) I he weight of a single piece or package exceeding one metric ton gross must be declared by the Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and numbers too less discount of the control of the control of the control of the control of the Carrier shall not be responsible for loss of or damage to the Goods and the Merchant shall be responsible for loss of or damage to the Goods and the Merchant shall be responsible for loss of or damage to any property or for personal injury or death arising as a result of the Merchant's said failure and shall indemnify the Carrier against loss or tability suffered or incurred by the Carrier as a result of such failure.

14. AUTOMOBILE AND OTHER UNPACKED GOODS

The term apparent good order and condition with reference to any automobile, rolling stock, tractor, machinery and other unpacked goods does not mean that the conditions of the Goods when received were free of any deen, stratch, hole, cut and bruise that could not have been found by ordinary care and diligence. The Carrier shall in no event be lable for such conditions.

The Carrier shall in no event be liable for loss or damage arising out of or resulting from such inherent nature of the Goods.

Let animals and plants, when accepted for Carriage are received, loaded, tended, sowed, carried, discharged and delivered entirely and absolutely at the sule risk of the sweet, carried, discharged and delivered entirely and absolutely at the sule risk of the sweet, carried, discharged and delivered entirely and absolutely at the sule risk of the sweet, carried, discharged and delivered entirely and absolutely at the sule risk of the vested and other means of transport are seasourine, fitted, manned, equipped and supplied for their reception, carriage and preservation of such Goods.

17. TEMPERATURE CONTROILED GOODS

(1) The Merchant undertakes not to tender any goods for Carriage which require temperature control without previously giving written notice of their nature and particular temperature control without previously giving written notice of their nature and have been properly packed in the Container and that in thermostatic controls have been properly packed in the Container and that in thermostatic controls have been adequated with the Goods have been properly packed in the Container and that in thermostatic controls have been adequated with the Goods however arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, devangement, breakdown, stoppage or multinotion of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall not be responsible to any extent for any loss of or damage to the preparative controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the temperature controlled Container in an efficient state.

18. VALU-ABLE COODS

The Carrier shall not be responsible to any extent for any loss of or damage to plantinum, gold, a

production of proof of identity at the Port of Discharge or the Place of Delivery. The Consignee by presenting this Washill and/or requesting delivery of the Goods, however, undertakes all liabilities of the Shipper hereunder. The benefit of the contract evidenced by this Washill shall thereby be transferred to the Consignee to orther person presenting this Washill.

(3) Any mention herein of panies to be notified of the arrival of the Goods is solely for the properties of the properties of the Consignee of the Consignee or other person presenting this Washill.

(3) Any mention herein of panies to be notified of the arrival of the Goods is solely for Goods in the Consignee of the Goods or any part thereof is not taken by the Merchant to take Carrier in any lability nor relieve the Merchant of any obligation bereunder.

(3) If delivers of the Goods or any part thereof is not taken by the Merchant to take delivery thereof, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods above, alleat, in the open or under cover, at the sole risk of the Merchant. Such storage, shall constitute due delivery part thereof stored a above and the Constances and/or to store the Goods above, alleat, in the open or under totage (if pasable by the Carrier or his agent or any Sub-Contractor) shall forthwith be paid by the Merchant upon demand of the Carrier.

20 DELIVERY BY MARKS

(1) 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, parkages or commanes by the Merchant before the Goods are received by the Goods, parkages or commanes by the Merchant before the Goods are received by the Carrier of the September of the Coods are received by the Carrier of the September of the Coods are received by the Merchant of the Goods are by the Goods are by

(g) war, warlike operations, note, piracy, terrorism, end commonions and strikes or experience of the consequence of the consequence whether partial of experience of the consequence whereof the Carrier could not avoid and the consequence whereof the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence.

(3) If the stage of the Carriage during which the loss or damage occurred is known, notwithstanding anything prouded for otherwise herein, the liability of the Carrier shall be determined by the provisions contained in any international convenience of the consequence of the consequence of the consequence of the convenience of the carrier and direct contact with the carrier in respect of the particular stage of the Carriage during which the loss or damage cocurred during which the loss or damage cocurred during which the loss or damage cocurred during which the loss or damage of the convenience of the conveni

the limit and any partial loss or damage shall be adjusted pro rata on the bass of such calcard value. Or Account mentioned in Paragaph (2) above is the Special Drassing Right (SDR) as defined by the International Monetars Fund. The amounts mentioned in Paragaph (2) above shall be converted into national currency on the basis of the value of that currency on a data to be determined by the law of the court seized of the case. (5) When the Goods have been packed into a Container by or on behalf of the Merchaut, and when the number of parkages or units packed into the Container is not enumerated on the face hereal, each Container intoling the entire contents thereof intention of liability. (6) The Carrier does not undertake that the Goods shall arrive a the Port of Discharge or Place of Delivery at any particular time or in time to meet any particular market or use and the Carrier's shall not be responsible for any diver, indirect or consequential loss or

damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage. 24. DEFENSES The defenses and limits of liability provided herein shall apply in any action against the Carrier for loss of or damage to the Goods or delay in delivery whether the action be founded in contract, in fort or otherwise. 25. IJABILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER PERSONS

Carrier for loss of or damage to the Goods or delaw in delivery whether the action be founded in contract, in zoro othersizes.

25. IJABILITY OF SUB-CONTRACTORS. SERVANTS, AGENTS AND OTHER PERSONS

(1) If an attent for loss of or damage to the Goods is brought against any servants or the contract of the servants or other persons including, but not limited to, Sub-Contractors or their servants or other persons including, but not limited to, Sub-Contractors or their servants or agents whose services the Carrier procurse for the performance of the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons shall be entitled to assul themselves of the defenses and limits of liability which the Carrier is entitled to invoke hereunder, and in entering into this Contract, the Carrier, to the extent of those provisions, does so not only on his behalf but also as agent and trustee for such servants, agents or other persons and their servants and agents deal or an advantage of the persons and their servants and agents deal or the carrier to such servants, agents or other persons and their servants and agents deal or the carrier to such servants, agents or other persons and their servants and agents deal in the Carrier of the persons and their servants and agents deal in the Carrier of the Car

(S) The Merchant shall bear and pay all tregutations or requirements or extouring protections of although the company of the continuers of

opmion, the Goods will become deteriorated, decased or worthless, the Carrier mas, at had discretion and subject to his bien 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.

13. GENERAL AVERAGE.

14. General average shall be adjusted, stated and settled at the port or place where the control of the control of the better than the port of place where the control of the control of the Verk-Antwerp Roles of 1994 or any modification thereof, and any other rules, lass and usage of the port or place of the adjustment as may be stated in the occan bill of lading issued for the Goods. Such cash deposit as the Carrier or the owner of the vessel may deem sufficient to cover the estimated contribution of the Goods and any valsage 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. Before delivery of the Goods, under takes responsibility to pay such contributions and to provide such cash deposit or other 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.

33. BOHH-10-Blank COLLISION AND NEW JASON CLAUSE for in the ocean bill of lading assued for the Goods by the owner or the operation of the carrier was part of the distribution of the carrier was the contribution of the carrier and the provide such as 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 warve or vary any of the terms of this Washill, unless such swaver or variation is in writing and is specifically authorized or ratified in writing