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

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

1. DEFINTIONS
(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 hereunder.

(2) "Stal-Contractor" includes owners, charteres and operators of vessels, stevedores, 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 Carriere procures for the performance of the whole or any part of the Carriage.

centinal operators, searchousemen, road, rall, sea, soater and air transport operators and nelpendent contractors, dependent contractors, those services the Carrier procures for the performance of the whole or any part of the Zarriage.

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 ormatiner), palie or any open similar article of transport used to consolidate goods.

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4) "Container supplied or furnished by or on behalf of the Merchant, includes the Container supplied or furnished by or on behalf of the Merchant, includes the Container supplied or furnished by or on behalf of the Merchant, includes the Container supplied or furnished by or on behalf of the Merchant, includes the Condos and the holder of this Washibil and anyone acting on behalf of any such person.

2) CALAUSE PARAMOUNT

1) As far as this Washibil covers the Carriage of the Goods by sea or inland staterseays, this Washibil shall have effect subject to the provisions of the International Carriage of Goods was the plane, encared 13 june 1997, as amended 3 june 1992, (heretinafter called the Washibil conversion for the Unification of Certain Rules of Law relating to Bills of laternational Convention for the Unification of Certain Rules of Law relating to Bills of the Protocol on amend the Hague Rules of Jaw relating to Bills of the Protocol to amend the Hague Rules of the Washibil, in which case it shall have effect subject to the provisions of such similar egislation (hereinafter called the Hague-Rules Legislation), and the Hague Rules of the Protocol or 23 "february 1968 done at Brussels on 21 December 1979, mandatorily applies to this washibil, in which case it shall have effect subject to the provisions of such simi

ith.

GOVERNING LAW AND JURISDICTION

The contract evidenced by or contained in this Waybill shall be governed by Japanese has seep as may be otherwise provided for herein, and any action against the Carrier hereunder shall be brought before the Tokyo District Court in Japan.

CARRIERS TARIFF

except as may be otherwise provided for herein, and may action against the Carrier thereunder shall be brought before the Tokyo District Court in Japan.

5. CARRIER'S TARIFF.

The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Washill and the applicable Tariff, this Washill shall prevail.

6. LIMITARION STATUEES.

Nothing in this Washill shall operate to limit or deprive the Carrier of any statutory sources and regulations of any countries.

7. CARRIAGE COVERED BY WASHILL.

(1) The Carrier, to the issuance of this Washill undertakes to perform and/or in his own name to procure the performance of the Carriage from the place at which the Goods are taken in charge to the place designated for delivery on the face hereof.

(2) The provisions set out and referred to herein shall also apply when the Carriage is performed by one mode of transport only.

8. METHODS AND ROUTES OF CARRIAGE.

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

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

(2) The masker the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the face hereof.

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

(d) 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; or (e) comply with any orders, directing or purporting to act as or on health of such provides and purpose what some vested are provided to the Carriage of the Carrier for a purpose what some vested to the terms of any insurance on any conveyance employed by the Carrier for fight to give orders or directions.

(2) The liberties set out in the preceding paragrap

emplowed by the Carrier the right to give orders or directions.

(2) 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 deviation hall be deemed to be within the contractual Carriage and shall not be a deviation hall be deemed to be within the contractual Carriage and shall not be a deviation of the contract of the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in substance of the contents to be content to the content to the contents to be content to the content to the contents to be content to the c

arising out of or resulting from such Goods, Further, the Carrier shall be under no liability to make general average contribution in respect of such Goods.

(3) If the Goods of dangerous, inflammable, radioactive, or damaging nature, which were tendered in compliance with Paragraph (1) above, shall become a danger to the vessel, cargo or any other property or person, such Goods may in like manner be discharged, destroyed or rendered harmless without compensation to the Merchant.

(4) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages, or expenses, or personal injury or death, arising in consequence of the Carriage of such Goods.

If the Merchant in ordinary of the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and numbers not less than five centimeters high.

(2) In case of the Merchant is failure in its obligation under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to any property or for personal injury or death arising as a result of the Merchant's saff failure and shall indemnify the Carrier against solo sor liability suffered or incurred by the Carrier as a result of such failure.

14. ALTOMÖBILE AND OTHER UNINAKED GOODS

The term apparent good order and condition with reference to any automobile, rolling the temporating good order and condition with reference to any automobile, rolling 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 liable for such conditions.

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15. 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 wisile rust, oxidation or moisture used inherent nature of the Goods or dramage artisting out of resulting from such inherent nature of the Goods.

16. 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 varianty or undertaking whatsoever by the Carrier that the vessel and other means of transport are seasonthy, fitted, natured, equipped and the received and other means of transport are seasonthy, fitted, natured, equipped and T. TEMPERATURE CONTROLLED 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 range to be maintained and, in case of a temperature controlled Container packed by or no behalf of the Merchant, further undertakes that the Goods have been properly packed in the Carriare shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage or maillunction of the temperature controlled with the Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage or maillunction of the temperature controlled of the Goods is solely to the controlled grant parties of th

(1) Except as otherwise specifically provided in this Waybill, delivery of the Goods will behave to the Consigner named on the lace hereof, or his authorized agent, on production of proof of identity at the Port of Discharge or the Place of Delivery. The made only to the Consigner of the Consigner of Delivery. The consigner of the Consigner of Delivery. The consigner of the Consigner of Delivery. The consigner of Consigner of the Consigner of Consi

the limit 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 exized of the case.

(5) When the Goods have been packed into a Container by or on behalf of the Merchant, and when the number of packages or units packed into the Container is not enumerated on the face hereof, each Container including the entire contents thereof shall be considered as one package for the purpose of application of the Carrier's (6) The Carrier does not undertake that the Goods shall arrive at 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 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 liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage.

24. DEFENSES

24. DEFENSES

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

(1) If an action for loss of or damage to the Goods or delay in delivery whether the action be reason of the Carrier or or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or their servants or agents whose services the Carrier procures for the performance of the Carrier or agents whose services the Carrier procures for the performance of 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 trustee for such servants, agents so other persons and trustee for such servants, agents so other persons and the servants or agents which the sub-found 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 so other persons and their servants and agents shall in no case exceed the limits provided herein.

(2) The Mercham shall indemnlify the Carrier for any chain which may be made upon relation to the chains made against them by the Merchant.

26. NOTICE OF CLAM AND TIME BAR.

27. ONTICE OF CLAM AND TIME BAR.

28. MORITICE of Cooks into the custody of the person entitled the relation to the chains made against them by the person entitled to delivery before or at the time of removal of the Cooks into the custody of the person entitled to delivery therefor under this Waybill, or if the loss or damage is not apparent, within seven consecutive day thereafter, and removal shall be prime face evidence of the de

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United States of América 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. 8500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the lare hereof, in which case Clause 23 shall apply the company of the company of