(TERMS CONTINUED ON BACK HEREOF)

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available from the Carrier upon request.

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An enlarged copy of back clauses is

articulars furnished by Merchant. All descriptions contained herein considered

own to the Carrier.

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 accepted to the evelste of CMI (currently www.comitemartime.org) or are available. Local control request.

LoEFINITIONS

(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) "Sub-Contractor" includes owners, charterers 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 Carrier procures for the performance of the whole or any part of the Carriage.

terminal operators, warehousemen, road, rail, sea, water and air transport operators and independent contractors and their respective servants, agents and subcontractors, whose services the Carrier procures for the performance of the whole or any part of the Carriage.

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

(4) "Carriage" means the Argo described on the face hereof and, if the Goods are part of the Carriage of the Carriage of the Carrier in respect of the 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 Waybill and anyone acting on behalf of any such person.

(1) As far as this Waybill aware the Carriage of the Goods by sea or inland waterways, this Waybill shall have effect subject to the provisions of the International Carriage of Goods by Sea Act of Japan, enacted 13 June 1957, as amended 3 June 1992, (hereinafter called the Act), unless it is adjudged that any other legislation of a nature similar to the International Convention for the Unflication of Certain Rules of Law relating to Bilb called the Act), unless it is adjudged that any other legislation of a nature similar to the International Convention for the Unflication of Certain Rules of Law relating to Bilb called the Act, unless the subject to the provisions of such similar to the International Carriage and the State of the Carrier Called the Hague Rules as amended by the Protocol of 25 February 1988 done as Brussels on 22 December 1979, mandatorily applies to this Waybill, in which case it shall have effect subject to the provisions of such similar eligislation (hereinafter called the Hague Rules Legislation), and the Act or the Hague Rules Legislation of any other laws, statutes or regulations mandatori

made on the face hereof. As between the Carrier and the Consignee the information in the Waybill shall be conclusive evidence of receipt of the Goods as so stated and proof to the contrary shall not be permitted provided always that the Consignee has acted in good 4. GOVERNIOR LAW AND JURISDICTION

The contract evidenced by or contained in this Waybill shall be governed by Japaneses 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.

S. CARRIERS TARIFF

The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Gogles of the relevant provisions of the applicable Tariff are obtainable from the Carrier clopies of the relevant provisions of the applicable Tariff are obtainable from the Carrier of the Carrier o

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 content at all or without incurring any additional expense or taking any measures in relation to such package or Container or its contents or any part thereof, the Carrier may abandon the Carriage thereof and/or take any measures and/or incur any additional expenses to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute de delivery under this Waybill. The Merchant shall indemnify the Carrier against any expense so incurred.

expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute the others of the contents to the constitute the contents to the contents to the contents to the contents to the inspected, the Carrier shall not be liable for any lose, damage or any other consequences as a result of any opening, unpacking, inspection or repacking. The contents to be inspected, the Carrier shall not be liable for any packing, inspection and repacking from the Merchant.

10. CONTINGENCIES

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whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

12. DANGEROUS GOODS AND CONTRABAND (1) The Merchant undertakes not to tender for Carriage any goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and without the express consent in writing of the Carrier and without marking the Goods and the Container or other covering on the outside as required by any lass, regulations or by reason of international conventions relating to the carriage of goods of a dangerous nature.

(2) If the requirements of the preceding paragety and pass or regulations of the port of todding, discretion without the contraband or prohibited by the Carriage, the Carrier shall be of todding, discretion without compensation to the Merchant and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly

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, used to the control of the control of the control of the control of the property of person, the control 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.

13. HEAVY LIFT

(1) The weight of a single piece or package exceeding one metric ton gross must be for the control of the

stock treatment beer since over the condition of 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.

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 applications of the Goods and acknowledgement of receipt of the Goods and part of the Foods and acknowledgement of receipt of the Goods and part of the Foods and acknowledgement of receipt of the Goods and part of the Foods.

The Carrier shall in no event be liable for loss or damage arising out of or 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 surranny or undertaking whatosever by the Carrier that the supplied for their reception, carriage and preservation of such Goods.

17. TEMPERATURE CONTROLLED GOODS

(1) The Merchant undertakes not to tender any goods for Carriage which requiremperature control without previously giving written notice of their nature and particular temperature range to be maintained and, in case of a temperature control container packed by or on behalf of the Merchant, further undertakes that the Goods have been properly packed in the Commence of the Goods by the Carrier II the above requirements are not compliced with, the Carrier shall not be liable for any loss of or damage to the Goods howsover arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods howsover arising.

(2) The Carrier shall not be responsible to any extent for any loss of or damage to the Goods howsover reven the condition of the temperature controlling machinery, plant

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

Waybill

(g) war, warlie operations, rios, piracy, terrorism, civil commotions and strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; or (h) any cause or event which the Carrier could not avoid and the consequence whereof the Carrier could not present by the exercise of the diligence.

(g) war, warlier could not present by the exercise of the diligence.

(g) any cause or event which the Carrier could not avoid and the consequence whereof the Carrier could not present by the exercise of the diligence.

(g) any construction of the construction of the Carrier shall be determined by the proxisions contained in any international convention or mandatory national law which provisions.

(a) cannot be departed from by private contract to the detriment of the Merchant, or (b) would have applied if the Merchant had made a separate and direct contract with the carrier in tespect of the particular stage of the Carriage during which the loss or damage occurred during which the loss or damage occurred and received as evidence thereof any particular document which must be ided in order to make as the loss or damage occurred during land carriage while the Goods were in custody of a Sub-Contractor, the liability of the Carrier and the limitation thereof shall be determined in accordance with the Sub-Contractor's contract of carriage or tariff. However, the liability of the Carrier shall in no event exceed the limit provided in Clause 28 hereunder.

(5) If it cannot be proved where the loss or damage occurred, the loss or damage shall be determined in the course of Carriage by sea and the Carrier shall be labeled to the extent prescribed by the Act or applicable Hague Rules Legislation, as the SLLIMITATION OF LIABILITIES

(1) When the Carrier's liable for compensation in respect of any loss of or damage to the Goods, it is agreed with the Merchant that such compensation shall be calculated by reference to the value of the Goods at the place and time they should have been delivered. For t

limitation of liability. (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

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 tour or otherwise.

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The Carrier of other persons including, but not limited to, Sub-Contractors or heir servants or agents whose services the Carrier procures for the performance of the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons shall be entitled to avail hemselves of the dementing 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 shall in on case exceed the limits provided herein.

(2) The Merchant shall indemnify the Carrier for any claim which may be made upon the Carrier by such servants, agents or other persons and their servants and agents in the Carrier for any claim which may be made upon the Carrier by such servants, agents or other persons and diverse revenue and agents in the Carrier for any claim which may be made upon the Carrier by such servants, agents or other persons and their servants and agents in the Carrier for any claim which may be made upon the Carrier for damage to the Goods and the general nature of it is given in writing to the Carrier or his agent at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery therefor under this Waybill, or if the loss or damage is not apparent, within seven

losses (including freight for any additional Carriage undertaken) incurred or suffered 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. See MERCHANT PACKED CONTAINERS

(1) If a Container has not been packed by the Carrier, this Waybill shall be a receipt only for the Container and the Carrier shall not be liable for any loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier is twich loss, damage, liability or expense has been caused by:

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

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

(c) the unsuitability of the contents for carriage by Containers or

(c) the unsuitability of the contents for carriage by Containers or

(c) the unsuitability of the contents for carriage by Containers or

(c) the unsuitability of the contents for carriage by Containers which would have been apparent upon reasonable inspection by the Merchant or prior to the time the Container was filled, packed, stuffed or loaded.

(2) The Merchant shall inspect any Container before packing the contents into the Container and the use of the Container shall be prima facie evidence of the Container being sound and suitable for use. The Carrier with seals intact, such delivers shall be deemed as full and complete performance of the Carrier's obligation hereunder and the deemed as full and complete performance of the Carrier's obligation hereunder and the dearner shall not be liable for any loss of or damage to the container.

29. CARRIER'S CONTAINER

(1) The Merchant shall assume full responsibility for and shall indemnify the Carrier spatial in the Carrier shall in the Merchant shall indemnify and hold harmless the Carrier from and against any loss of or damage to the protents of the Container.

(2) The

interior brushed and cleaned, to the point or place designated by the Carrier within the time prescribed. Should a Container not be returned within the time prescribed by the Carrier, the Merchant shall be liable for any detention charge, loss or expenses which SO. FREIGHT AND CHARGES

(1) Full freight to the Place of Delivery mentioned on the face hereof shall be considered as completely earned on receipt of the Goods, whether the freight be stated to be prepaid or be collected at the destination and all charges due hereunder against the Goods shall be paid to the Carrier as soon as they have incurred use, whether actually paid or not, under any circumstances whatsoever, whether the vessel or other means of transport or the Goods be lost or not, or the voyage or the Carriage be broken up or firustrated or abandoned. The Merchant shall make payment of all freight and other charges in cash without any offset, counterclaim or deduction.

(3) The Merchant shall be liable for and indemnify the Carrier or any mending, baling, repairs or replacement of packages resulting from insufficiency of packing or from passession of or otherwise made for the benefit of the Goods.

(4) Any dues, dues; taxes and charges that may be levied on any basis such as the amount of freight, weight of the Goods or tonnage of the carrying vessel or on other means of transport shall be paid by the Merchant.

(5) The Merchant shall be responsible for all fines and losses which the Carrier may incur from the Merchant shall be responsible for all fines and losses which the Carrier may incur from the Merchant shall be responsible for all fines and losses which the Carrier may incur from the Merchant shall be responsible for all fines and losses which the Carrier may incur from the Merchant shall be responsible for all fines and losses which the Carrier may incur from the Merchant shall be responsible for all fines and holder of the Shipper are incorrect, it is agreed that a sum equal to the double of the correct freight less the freight thanked

his discretion and subject to his lien and without any responsions and analysis 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-Antwerp Rules of a carrying vessel and/or her owner shall decide according to the York-Antwerp Rules of read to the adjustment as may be stated in the ocean 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 salvage and special charges thereon shall be made by the Merchant to the Carrier or 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 each deposit on other security for the State of 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 each deposit on other security for the State of the Carrier delivers the Collass and New Jason Clause from the vessel, the State of the Carrier of the Carrying vessel shall 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 Wabbill, unless such waiver or variation is in writing and is specifically authorized of this Wabbill, unless such waiver or variation is in writing and is specifically authorized f

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. \$500 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 23 shall apply loads and the company of the Carrier shall not be label in any caparaties. States of America away from the sea terminal and are not in the actual custody of the Carrier. The responsibility of the 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 tariffs and any law mandatorily applicable. The Carrier guarantees the fulfillment of such inland carrier's obligation under their contracts and tariffs. If, for any reason, the Carrier is denied the right to act as agent only at these times, the Carrier's lability for loss, damage or delay to the Goods shall be determined in accordance with Clause 22 and Clause 23 hereof.