available from the Carrier upon request.

This document is protected by anti-counterfeiting measures.

Particulars furnished by Merchant. All descriptions

nown to the Carrier

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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 www.comitemartime.org) or are available from the Carrier on request.

1. DEFINITION.

(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 Carriage of the whole or any part of the Carriage.

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), pallet or 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 (6) 'Merchant' includes the Container as well.

(5) "Coods" 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.

2. CLAUSE PARMOUNT

(1) As far as this Waybill cover the Carriage of the Goods by act or inland waterways, this contained the container as well.

(3) As far as this Waybill cover the Carriage of the Goods by act or inland waterways, this by Sea Act of Japan, encared 13 June 1957, as amended 3 June 1992, thereinational Carriage of Goods by Sea Act of Japan, encared 13 June 1957, as amended 3 June 1992, thereination 1992, (hereinatifer called the Act), unless it is adjudged that any other legislation of a nature similar to the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading done at Brussels on 25 August 1924 (hereinatfer called the Hague Rules), or to the Protocol on mend the Hague Rules done at Brussels on 25 February 1986, or, where applicable, to the Protocol amending the Hague Rules as amended by the Protocol of 25 February 1986 done at Brussels on 25 February 1986. The Act or the Hague-Rules Legislation shall apply and govern before the Goods are legislation (hereinatier called the Hague-Rules Legislation), and the Act or the Hague-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 Prot of Loading or Port of Discharge Area with the protection of the Goods are the sub-Contractor within the sea terminal at the Prot of Loading or Port of Discharge and to any exent of his Wayb

the contrary shall not be permitted provided always that the Consignee has acted in good faith.

4. GOVERNING LAW AND JURISDICTION

The contract evidenced by or contained in this Waybill shall be governed by Japanese law except as may be otherwise provided for herein, and any action against the Carrier Activation of the Carrier of the Control of the Control of the Carrier Scarkliffs. 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 Waybill and the applicable Tariff, this Waybill shall prevail.

6. LIMITATION STATUTES

Nothing in this Waybill shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of fiability authorized by any applicable laws, statutes and regulations of any countries.

Nothing in this Washill shall operate to limit or deprise the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes and regulations of any countries.

7. CARRIAGE COVERED BY WASHILL.

(1) The Carrier, by 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 taken in charge to the place designated for delivery on the face hereof.

(3) Undertakes the Carrier of the Carriage is the Holland State of the Carriage is the Holland State of the Carriage is the Holland State of the Carriage is the Carriage

theretrom shall be deemed to be swithin the contractual carriage and shall not be a deviation.

9. INSPECTION OF GOODS

19. INSPECTION OF GOODS

10. 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 aside or properly be carried or carried further, relation to such package or Container or its contents or any part thereof, the Carrier may abandom the Carriage thereof and/or take any measures and/or incur any additional expense to carry or to continue the Carriage or to store the same ashore or affoot under cover or in the open, at any place, which storage shall be deemed to constitute det 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 due cleivery under this Waybill. The Merchant shall indemnify the Carrier against any expense so incurred.

(2) If by order this Waybill. The Merchant shall indemnify the Carrier against any expense so incurred.

(2) If by order of the due Carrier shall be the liable for any local single greater of the control of th

(4) Whether or not the agreeman was assessed as the season of the season

The term apparent good order and condition with refere to any automobile, rolling and the Cooks 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 in ord a condition of damage but is inherent to the nature of the Goods and not according to the condition of the

mane of the Port of Ducharge.

(2) In no circumsances shall the Carrier be responsible for delivery of the Goods in accordance with other than leading marks.

1. SPECIAL DELIVERY OF GOODS

(1) In case the Goods received by the Carrier are Containers into which contents have been packed by the Merchant, the Carrier shall only be responsible for delivery of the Goods which that the Carrier shall only be responsible for delivery of the discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods which are found upon unpacking the Containers, the Containers may be opened and the contents thereof delivered in accordance with he brands, marks, numbers, sizes or types of packages or piece.

(2) In case the Goods have been packed into Containers by the Carrier, the Carrier shall unpack the Containers and eliver the contents thereof; provided that, at the absolute which case if the Containers are delivered with seals intact by the Carrier, such delivery shall be deemed as full and complete performance and the Carrier shall not be responsible for any loss of or damage to the Containers than the Carrier shall be liable for loss of or damage to the Containers, and the Carrier shall be included the Carrier shall be relieved of liability for any loss or damage, if such loss, damage or delay in delivery was caused by:

(a) the wrongful act or neglect of the Merchant;

(b) compliance with the instructions of the person entitled to give them;

(c) inherent wice or nature of the Goods;

(d) insufficiency of packing or inadequacy of marks;

(e) defect of the Container used to consolidate the Goods if supplied by the Merchant;

(e) war, wastile operations, riots, piracy, errorism, civil commotions and strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; or

(h) avan wastile operations, riots, piracy errorism, civil commotions and strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partia

(g) sear; well-the operations, riots, piracy, terraism, cell-terminotions and strikes of chockoust or stopage 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 prevent by the exercise of due diligence.

(S) If the stage of the Carriage during which the loss or damage occurred is known, noosithstanding anything provided for otherwise herein, the liability of the Carrier shall be added to the consequence of the Carrier shall be added to the consequence of the Carrier shall be added to the consequence of the Carrier shall be added to the consequence of the Carrier shall be added to the consequence of the Carrier shall be carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(4) If it can be proved that the loss or damage occurred during inland carriage while the contract of the consequence of the carriage or traitf. However, the liability of the Carrier shall in no event exceed the limits 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 accordance with the Sub-Contractor's contract of carriage or traiff. However, the liability of the Carrier shall in no event exceed the limits provided in Clause 28 hereunder.

(1) If it cannot be proved where the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of Carriage by sea and the Carrier shall be deemed to have occurred in the course of Carriage by sea and the Carrier shall be deemed to have occurred to the Carrier shall be calculated by the Act or applicable Haguer Relues Legislation, as the case may be, as provided for in Clause 28 hereol.

(1) When the Carrier is liable for compensation in respect of any loss of or d

the limit and any partial loss or damage shall be adjusted pro rata in the limit and any partial loss or damage shall be adjusted pro rata in the 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 seized 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 limitation of flability.

(6) The Carter does not undertake that the Goods shall arrive at the Port of Discharge (6) The Carter does not undertake that the Goods shall arrive at the Port of Discharge in the Carter's limitation of the Carter's

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 our or otherwise.

STATE OF SUBCONTRACTORS, SERVANTS, AGENTS AND OTHER PERSONS.

S. LIABILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER FERSONS

(1) If an action for loss of or damage to the Goods is brought against any servants or agents of the Carrier 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 avail themselves of the defenses and limits of liability which persons shall be entitled to avail themselves of the defenses and limits of liability which carrier, to the extent of those provisions, does to not only on his behalf be contact, 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 in a such servants, agents or other persons and their servants and agents shall into 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 relation to the claims made against them by the Merchant.

(2) The Merchant shall indemnify the Cords 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 the coods and the coods 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 the coods and the coods 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 the Coods and the coods and the contract of the Coods and th

losses (including freight for any additional Carriage undertasken) incurred or suffered by reason of fallule to comply, or by reason of any illegal, incurred or suffered by reason of sufficient or insufficient marking, increasing or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

28. MERCHANT PACKED CONTAINES

(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, lability or expense incurred by the Carrier if sack loss, damage, liability or expense has been exacted by:

(b) the unsuitable with the Container has been filled, packed, stuffed or loaded;
(b) the unsuitability of the contents for carriage by Containers or

(c) the unsuitability of defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time 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 of the Container is delivered by the Carrier with seals instant, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container.

29. CARRIER'S CONTAINER
(1) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the contents of the Container.

29. Carrier shall in no event be liable for and the Merchant shall indemnify and told harmless the Carrier from and against any loss of or damage to the protents of the Container during handling by or while in the possession or control of the Merchant, is agent or its inland carrier engaged by on behalf of the Merchant shall indemnify and tother engaged to the Carrier of the Carrier of the Container during han

Carrier, the Merchant shall be liable for any detention charge, loss or expenses which may arise from such nonreturn.

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 C2). The Carrier shall be entitled to all freight and other charges due, 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 frustrated 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, buling, excepted perils, and expenses incurred in finangisting, protecting, caring for, regaining possession of or otherwise made for the benefit of the Goods.

(4) Any dues, duties, 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 particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper a freight has been calculated on the basis of the particulars furnished by or on behalf of the Shipper. If the particular furnished by or on behalf of the Shipper. If the particular furnished by or on behalf of the Shipper. If the particular furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the double of the correct freight less the freight that get the particular furnished by or on behalf of the Shipper. If the particular furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the double of the correct freight less the freight of the particular furnished by or on behalf of the Shipper are incorrect, it is

jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

31. LEP.

opinion, the Goods will become deteriorated, ususpasso assistive traching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

32. GENERAL AVERAGE

(1) General awerage 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-Aniswerp Rules of 1994 or any modification thereof, and any other rules, laws and usage of the port or place where the carrying vessel and/or her owner shall decide according to the York-Aniswerp Rules of 1994 or any modification thereof, and any other rules, laws and usage of the port or black to the carrying vessel and/or her 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 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 eash deposit or other security for the stimated amount of such contributions as the Carrier shall require.

The Both-To-Blame Collision Clause and New Jason Clause provided for in the ocean bill of lading issued for the Goods by the owner or the operator of the carrier, suces shall be available to the Carrier and the deemed to be incorporated herein and constitute a part hereof with the same force and effect as if fully set forth herein.

34. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Waybill, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier shall have the power to waive or through a port or place in the United States of America. this Waybill includes Carriage to or from or through a port or place in the United States of America th

United States of America before loading on or after discharge from the Versel, 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 loading the company of the c