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available from the Carrier upon request.

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Particulars furnished by Merchant. All

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

This Waybill 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 workcomitemantume org) or are available from the Carrier on request.

1. DEFINITIONS

(1) "Carrier" means the company mentioned on the face hereof by whom or in whose mame 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, rad, 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.

Whote services till seating postage to the operations and services undertaken by Carriage. The arms 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) "Coods" means the cargo described on the face hereof and, if the Goods are packed into a Container supplied or trumbed by or on behalf of the Merchant, includes the Container as well.

(g) "Goods" means one campe alternise of the face hereof and, if the Goods are packed into a Constance supplied of furnished by or on behalf of the Merchant, includes the Container as well.

(g) "Merchant" includes the Shipper, Consignon, Consignee, owner and receiver of the Goods and the holder of this Washill and amone acting on behalf of any such person.

CLAUSE PRAMOUNT

(1) As far as this Washill covers the Carriage of the Goods by sea or inland waterways, this should be a supplied to the provisions of the International Carriage of Goods by Sea Act of the effect subject to the provisions of the International Carriage of Goods by Sea Act of the effect subject to the provisions of the International Carriage of Goods by Sea Act of the effect subject to the provisions of Certain Rules of Law feelung to Bulk of Lading done at Brussels on 25 August 1924 (hereinafter called the Hague Rules), or to the Protocol to amend the Hague Rules as a Brussels on 25 February 1986 on when the Protocol of Certain Rules of the Act of the Protocol of Certain Rules and the Act of the Protocol of Certain Rules of Protocol of Certain Rules of Certain Rules of the Protocol of Certain Rules of Certain Rules of the Protocol of Certain Rules of Certain Rules of the Protocol of Certain Rules Rules of Certain Rules of Certain Rules of Certain Rules Rules of Certain Rules Ru

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

4. GOVERNING LAW AND JURISDICTION

The contract evidenced by or contained in this Wabill shall be governed by Japanese law except as may be otherwise provided for herein, and any action against the Carrier Scanning of the

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

7. CARRIAGE COVERED BYWABIL I.

(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 to the charge to the place designated for delivery on the face hereof.

10. The Carrier has a contract of the Carriage from the place at which the Goods are to the charge to the place designated for delivery on the face hereof.

11. The Carrier may at any time and without notice to the Merchant:

12. The Carrier may at any time and without notice to the Merchant:

13. Its any means of transport or storage whatoever;

15. transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the face hereof;

16. unpack and remove the Goods shetch has been packed into a Container and (d) load and unload the Goods as any splace 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, directions or recommendations given by any government or authority, or any person or body acting or purporting to act as or on behalf of such accordance with the repreceding paragraph may be invoked by the Carrier for 2). The Detruits set out in the preceding paragraph may be invoked by the Carrier for 2). In the Detruit of the Coods are sufficient to the terms of any insurance on any convexance employed by the Carrier the right to give orders or directions.

employed by the Carrier the right to give orders or unrections.

(2) The liberties set out in the perceding paragraph has be invoked by the Carrier for any purpose whatoever whether or not connected with the Carriage of the Goods. Annung done in accordance with the pecceding paragraph or any delay arising the control of the control of

arising out of or resulting from such Goods, Further, the Carrier shall be under no hability 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 shall meaning the Carrier against all claims, losses, damages, or expense, or personal 15. HEAVT\_LIFT.

(1) The weight of a single piece or package of such Goods.

(3) He 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 not less than five centimeters high.

(2) In case of the Merchant's tailure 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 cresult of the Merchant's tailure 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 cresult of the Merchant's said failure and shall indemnify the Carrier against the property of the property of the control of the Coods and the Merchant's and failure and shall indemnify the Carrier against the control of the Coods when received were free of any dent, scratch, hole, cut and bruitse that could not have been found by ordinary care and diligence. The Carrier shall in no event be lable for such sonditions.

tould not have been found by ordinary care and diligence. The Carrier shall in nu event be lable for next sonditions.

18. IRON, STEEL AND METAL PRODUCTS

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the limit and any partial loss or damage shall be adjusted pro rate on the basis of abundance declared value.

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing Right (SDR) as defined by the International Monetars 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 cours 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 liability.

shall be considered as one paikage for the purpose of application of the Carrier's humation of Jabbility.

(6) The Carrier does not undertake that the Goods shall arrive at the Port of Duchange 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 whatsurers and hoseover caused. Without prepudice 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 he founded in contract, in tort or otherwise.

28. ELAMILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER (ED) If an action for loss of decoration of the stage of the contract in the contract of the cont

Founded in contract, in order or otherwise.

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(1) If an action for loss of or damage to the Goods is brought against any senants or
agents of the Carner or other persons including, but not limited to, Sub-Contraction or
their servants or agents whose services the Carrier procures for the performance of the
carriage evidenced by the terms and conditions herein, such servains, agents or other
persons shall be entitled to avail themselves of the defenses and limits of liability which
the Carrier is entitled to move hereunder, and in entering into this Contract, the
carrier to entitled to avail themselves of the defenses and limits of liability which
and tristee for such servants, agents or other persons. The agreement and their
servants and agents shall in no 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 of the Tarrier and such servants, agents or other persons
of the Carrier of the Santalli in no case exceed the limits provided herein.
(3) The Merchant shall indemnify the Carrier for any claim which may be made upon
the Carrier of his agents at the place of delivery before or at the time of
removal of the Coods into the custody of the person entitled to delivery thereof under
the winding to the Carrier or his agent at the place of delivery before or at the time of
removal of the Coods into the custody of the person entitled to delivery thereof under
the Wallin, or if the loss or damage is not apparent, within seven consecutive day
the address such removals shall be prima facile evidence of the date when the Coods
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has the authority of, the person owning or entitled to the possession of the Goods and this Washill.

(2) All of the persons coming within the definition of Merchant in Clause I shall be jointly and severally hable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Washill.

(3) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses to 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 thereof.

undertaken by the Neterhant in tims wayou.

(3) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or reason of falling frought for any additional Carriary endertaken) incurred or sufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

28. MERCHANT PACKED CONTAINES

(1) Ha Container has not been packed by the Carrier, this Washil shall be a receipt only for the Container and the Carrier shall not be hable for any loss of or damage to the inhibity or expense incurred by the Carrier is such loss, damage, habling or expense his been caused by.

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

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

(c) the unsuitability of elective condition of the Container which would have been apparent upon reasonable impection by the Merchant at or prior to the time the expense of the container and the use of the Container shall be prima facie evidence of the Container being sound and suitable for time.

(3) If the Container is delivered by the Carrier with seals mact, such delivery shall be deemed a full and complete performance of the Carrier's obligation hereunder and the center of the Carrier's obligation hereunder and the center of the Carrier's obligation hereunder and 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 any Container or other equipment furnished or arranged by the Carrier of the Container full the Carrier shall in our ceven the highle for warming the empty Container.

(2) The Carrier shall him our ceven the highl

(2) If the Goods and become deteriorated, decayed or workless, the Carrier may, at his discretion and subject to his hen and without any responsibility attaching to him, sell, shandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant of the Port of the Carrier and Port of the Carrier a