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 Waybills", which are deemed to be incorporated herein. The CMI Uniform Rules for Sea Waybill can be found to the carrier on request to the control of the control o

In the contrast years to be a proper to the contrast when the contrast evidence the or contained in this Wayhill shall be governed by Japanese bay 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.

5. CARRIER ST ARIFF

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

The terms of the Carrier's applicable Tariff are deemed to be meorporated nerent 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 STATU Iball operate to limit or deprive the Carrier of any statutory protection or exemption of ulmination of liability authorized by any applicable laws, statutes and regulations of any countries.

7. CARRIAGE COVERED BY WAYBILL.

(1) The Carrier, by the issuance of this Waybill 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.

8. METHODS AND ROUTES OF CARRIAGE

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

(a) use any means of transport only.

8. METHODS AND ROUTES OF CARRIAGE

(b) transfer the Goods from one conveyance to another including transshipping or carring the same on another vessel than that named on the face hereof, or carring the same on another vessel than that named on the face hereof, or carring the same on another vessel than that named on the face hereof, or carring the same on another vessel than that named on the face hereof, or carring the same on another vessel than that named on the face hereof, or conversance and the Port of Loading or Port of Discharge on the face hereof and store the Goods at any such place or port, or (c) 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 any purporting the Carrier for indications.

(2) The bettee set out in the preceding paragraph may be invoked by the Carrier for deviations.

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(3) The bettee set out in the preceding paragraph or any delay ariting the protections of the proc

emploved by the Carrier the right to give orders or directions (2) The libertuse set out in the pirecteding 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.

9 INSPECTION OF GOODS
(1) The Carrier shall be entitled, but under no obligation, to open any Container or package, it any time and to inspect 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 requirement of the contents or any part thereof, the Carrier and all or should be contents or any part thereof, the Carrier may abandon the Carriage thereof and for the contents of any part thereof, the Carrier may abandon the Carriage thereof and for the contents of any part thereof, the Carrier may abandon the Carriage thereof and for the contents of the contents to be impetited; the Carrier shall not be hable for any loss, damage or any other contents to be impetited; the Carrier shall not be hable for any loss, damage or any other contents to be impetited; the Carrier shall not be hable for any loss, damage or any other contents to be impetited; the Carrier shall not be hable for any loss, damage or any other contents to be impetited; the Carrier shall not be hable for any loss, damage or any other expects of the contents to be impetited; the Carrier shall not be hable for any loss, damage or any other repatition of the contents to be impetited; the Carrier shall not be hable for any loss, damage or any other expects of the contents to be impetited; the Carrier shall not be hable for any intent shall be entitled to recover the cost of such spering, unpacking, impection and repatching from the Merchant.

10 CONTINGENCIES

(1) If any time the per

arising out of or resulting from such Coods. 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 Pangraph (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 agants all claims, losses, damages, or expenses, or personal mijurs or death, arising in consequence of the Carriage of such Goods.

(3) The weight of a single price 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 not less than five centimeters high.

(2) In case of the Merchant's failure in its obligation under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to any properto of rop resonal mijury or death arising as a result of the Merchant's said failure and shall indemnify the Carrier against shall be responsible for loss of or damage to any properto of ro 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 condition of the Goods when received were free of any dent, scratch, hole, cut and bruise that toold not have been found by ordnary care and diligence. The Carrier shall in o event be table for such condition.

The term apparent good order and consulon with retreence of any deni, to many automotive, coming stock, tractor, machiners and other unpacked goods does not mean that the condition of the Goods when received were free of any deni, scratch, lole, cut and bruise that the Condition of the Goods in contrast care and difference. The Carrier shall me event be liable for such conditions.

15 IRON, STEEL AND METAL PRODUCTS

Superficial rust, oudation, 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 vaible rust, oxidation or moisture. The Carrier shall in no event be liable for loss or damage axing out of or resulting from the Carrier shall no nevent be blable for loss or damage axing out of or resulting from the Carrier shall no nevent be blable for loss or damage axing out of or resulting from the Carrier shall no nevent be blable for loss or damage axing out of or resulting from the Carrier shall no nevent be blable for loss or damage axing out of or resulting from the Carrier shall no nevent be blable for loss or damage axing out of or resulting from the Carrier shall no heart shall be supported and should be supported to the sole risk of the Merchant and without any warranty or underexaking whatoever by the Carrier that the vestel and other means of transport are seaworthy, fitted, manned, equipped and supplied for their receptor, carriage and preservation of such Goods.

17. TEMPERATURE, GONTROLLED GOODS

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or and acceptable with the season of the control of the control of period control of period of identity at the Port of Ducharge or the Place of Delivery. The control of period of identity at the Port of Ducharge or the Place of Delivery. The tonsignee by presenting this Warbill and or requesting delivery of the Goods, however, undertakes all liabilities of the Shipper hereunder. The benefit of the control of the Condition of th

the limit and any partial loss or damage shall be adjusted pro rata on the basis of such in declared value.

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing Right (SDRI 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 seried of the case.

(5) When the Control of the determined by the law of the court seried of the case.

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damage caused by delay or any other cause whatsoever and howeverer rused. Without prejudice to the foregoing, if the Carrier is found liable for delay, hability shall be limited to the freight applicable to the relevant stage of the Carriage.

24. DEFENSES

damage caused by delay or any other cause whatsoever and howeverer raused. Without perjudic to the foregoing, if the Carrier is found liable for delay, hability shall be limited to the freight applicable to the relevant stage of the Carriage.

24. DEFENSE:

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

(1) If an action for loss of or damage to the Goods or delay in delivery whether the action be founded in contract, in tort or otherwise.

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

(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 lomited in, shall Contract the representation of the Carrier or other persons including, but not lomited in, shall Contract the representation of the Carrier or other persons including, but not lomited in, shall Contract the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons including, but not lomited in, shall contract, the Carrier is entitled to invoke hereunder, and in entering into this Contract, the Carrier is entitled to invoke hereunder, and in entering into this Contract, the Carrier to the extent of those provisions, does not only on his behalf but all and agent and trustee for such servants, agents or other persons. The aggregate of the amounts recoverable from the Carrier and such servants, agents or other persons and their exception of the Carrier of the Carrie

numbering or addressing to the thereof.

28. MERCHANT PACKED CONTAINERS

(1) If a Container has not been packed by the Carrier, this Washull shall be a receipt only for the Container and the Carrier shall not be liable for any loss of or drainage to the contents and the Merchant shall indemnify the Carrier against unpy injusty, loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by:

SMERCHANT PACKED CONTAINES

23. MERCHANT PACKED CONTAINES

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29. MERCHANT PACKED CONTAINES

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20. MERCHANT PACKED CONTAINES

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his discretion and subject to his hen and without any responsibility attaching as time, we already advantage of otherwise dispose of such Goods solely at the risk and experie of the Merchant (32 GENERAL AVERAGE). The Goods solely at the risk and experie of the Merchant (32 GENERAL AVERAGE). The control of the control of

United States of Amenica 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 customars freight unit, unless the nature and value of the Goods have been package or customars freight unit, unless the nature and value of the Goods have been compared to the control of the contro