(TERMS CONTINUED ON BACK HEREOF)

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JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (JIFFA) TERMS AND CONDITIONS OF MULTIMODAL TRANSPORT BILL OF LADING (2013)

1. DEFINITIONS

(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, stewdores, creminal 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 procurse for the performance of the whole or any part of the Carriage.

whose services me carrier procures on us per comments.

(3) "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), palled to 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 timished by or on behalf of the Merchant, includes the Container as well.

Container as wen; (f) "Merchant" includes the Shipper, Consignor, Consignee, owner and receiver of the Goods and the holder of this Bill of Lading and anyone acting on behalf of any such

(9) "Merchant" includes the Shipper. Consignor, Consignee, owner and receiver of the Goods and the holder of this Bill of Lading and anyone acting on behalf of any such person.

Codd and the holder of this Bill of Lading and anyone acting on behalf of any such person.

(1) "As far as this Bill of Lading shall have effect subject to the provisions of the International Carriage of Goods by Sea Act of Japan, enacted 13 June 1997, as amended 5 June 1998, theremailter called the Act), unless it is adjudged that any other legislation of Lexistic and the Act of Lading and Act of Lading and Lading and Lading and Lading and Act of Lading and Lading a

shall be deemed to constitute the tide to the Goods and the hotter, by endorsement or bits Bill of Lading, shall be entitled to receive to transfer the Goods mentioned on the face hereof.

(3) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carner of the Goods as described on the face hereof, unless a contrary indication such has been made on the face benefit properties of the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred to a third party acting in good faith.

4. GOVERNING LAW AND JURISDICTION
The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law except as may be otherwise provided for herein, and any action against the Carner threemed rshall be brought before the Tokyo District Court in Japan.

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 Bill of Lading and the applicable Tariff, this Bill of Lading ghall prevail.

5. LIMITATION STATUTES
Nothing in this Bill of Lading shall pervail.

6. LIMITATION STATUTES
Nothing in this Bill of Lading shall prevail.

7. CARRAGE COVERED BY MULTIMODAL TRANSFORT BILL OF LADING.

(1) The Carrier, by the issuance of this Multimodal Transport Bill of Lading 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) Nonsthatanding the heading "Multimodal Transport Bill of Lading" the provisions are out and referred to herein shall also apply when the Carrier gies performed by one set out and referred to herein shall also apply when the Carrier gies performed by one set out and referred to herein shall also apply when the Carrier gies performed by one

mode of transport only.

8. METHODS AND ROUTES OF CARRIAGE
(1) The Carrier was a second of the carrier was a secon

mode of transport only.

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 or storage whatoever:
(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the face heerof;
(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, directions or recommendations given by any government or authority, or tany purpose on both and the control of the contro

therefrom shall be deemed to be witum use considerable 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 contents or any part thereof cannot safely or properly be carried or carried of torten other at all or without incurring any additional expense or taking any measures in either at all or without incurring any additional expense or taking any measures in either at all or without incurring any additional expense to carrier of the carrier may abandon the Carriage thereof and/or in contents or any part thereof, the Carrier may abandon the Carriage thereof and/or in the carriage to carry or to continue the Carriage or to store the same ashore or allocations over or in the open, at any place, which storage shall be deemed to tonsitive due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any expense so incurred.

(2) If by order of the authorities at any place, a Container has to be opened for the (2).

abandon 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 afloat under cover or in the open, at any place, which storage shall be deemed to ionstitute due delivery under this Bild of Lading. The Merchant shall indemnify the Carrier against any carried of the contents to be impected, the Carrier shall not be liable for any lose, damage or any other contents to be impected, 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 Carrier shall not be liable for any lose, damage or any other consequences as a result of any opening, unpacking, inspection and repacking from the Merchant.

16. CONTINGENCIES

16. CONTING

of loading, discharge or call or any place during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation to the Merchant and the Merchant shall be labele 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 were considered average contribution in respect of such Goods were to the contribution of the contri

injury or death, arising in consequence of the Latriage of auto 1900ab.

5. HEAVILIOT

(1) The weight of a single piece 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 clearly and durably on the outside of the piece or package in letters and numbers not less clearly and the letter of the Merchant and the present page to the Goods and the Merchant shall not be responsible for any loss of or damage to the Goods and the Merchant shall be responsible for loss of or damage to any property or for personal injury or death arising as a result of the Merchant's said failure and shall indemnify the Carrier against loss or lability suffeced or incurred by the Carrier as a result of such failure.

14. AUTOMOBILE AND OTHER UNFACKED GOODS

14. AUTOMOBILE and other unpacked goods does not mean that the condition stock, tractor, machinery and other unpacked goods does not mean that the condition could not have been fusued were free of any dent, stratch, lobe, cut and brusse that could not have been fusued by redinary case and diligence. The Carrier shall in no event be liable for such conductory.

stock, tractor, machines, and of the Goods when received were free of any dent, scratch, hote, cut anto to use of the Goods when received were free of any dent, scratch, hote, cut anto to use of the Goods when received were free of any dent, scratch, hote, cut anto to use of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition does not man that the Goods when received were free of visible rust, oxidation or moisture. The Carrier shall in no event be liable for loss or damage arising out of or resulting from such inherent nature of the Goods.

18. LIVE ANISALS AND PLANTS
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the Carriers shall before or at the beginning of the Carriage exercise due diligence to maintain the temperature controlled Container in an efficient state. 18. VALUABLE GOODS

The Carrier shall not be responsible to any extent for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotope, precious chemicals, bullion, specie, currencies, negotable instruments, securities, writing, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable goods whatoever including goods having particular value only for the Merathan unless the run enture and value of the Goods are declared in writing by the advisorment of the Coods and the same are inserted on the face hereof and advalorem freight is prepaid diereon.

19. DELIVERY OF GOODS

10. Any menulon bergin of parties to the positived of the acrivel of the Goods is soldless.

Merchant unless the true nature and value of the Goods are declared in writing by the Merchant before receipt of the Goods and the same are inserted on the face hereof and ad valorem freight is prepaid thereon.

19. DELIVERY OF GOODS

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not involve the Carrier of the properties of the condition of the Carrier, and failure to give such notification shall not involve the Carrier is continued to the condition of the Carrier and failure to give such notification shall not involve the Carrier is continued to the condition of the Carrier is conditional to the condition of the Carrier is conditional to the condition of the Carrier is conditional to the Carrier is conditionaly to the Carrier is conditional to the Carrier is conditional to

(f) handling, loading, stoorage into or discharge from Contained by the Atrichant.
(g) aar, warthe operations, prizer, terrorisms nots, cale commotions and atrike or lockous or stoppage or restraint of labor from whatever cause, whether partial or generals or
(h) any cause or svent which the Carrier could not avoid and the consequence wherey or
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(h) and the consequence where the Carrier could not prevent by the provisions of the contract of the district of the Carrier is half be
determined by the provisions contained in each the liability of the Carrier shall be
determined by the provisions contained in each the liability of the Carrier half be
determined by the provisions contained on any international convention or
(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 respect of the particular stage of the Carriage during which the loss or damage
size of the provision of the loss of the carrier and the limitation
(d) If it can be proved that the loss or damage occurred during inland carrier, of the contract of carriage or tariff. However, the liability of the Carrier shall in no event exceed the limit provided in Clause 28 hereuch by the Act or almage accurred, the loss or damage shall
(3) It cannot be proved where the loss or damage accurred, the loss or damage shall
(a) It cannot be proved where the loss of the damage accurred, the loss or damage shall
(b) the carrier is liable to the carrier shall be lable to the extent prescribed by the Act or almage accurred, the loss of or damage and the carrier is liable to the certain prescribed by the Act or almage accurate,

damage caused by delay or any other cause whatoever and hossoever 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 Carriege.

24. EVERNESS
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.

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

Carrier for loss of or damage to the Goods or deay in definery wneuers are assum or construction or otherwise.

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losses (including freight for any additional tarrange undertaken) incurred or suscretal preason 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.

(i) If a Container has not been packed by the Carrier, this Bill of Lading 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 mijor, 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 unsuitability of the contents for carriage by Containers; or

(c) 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 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 being sound and suitable for use.

(3) If the Container is delivered by the Carrier with seals mact, such delivery shall be determed 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.

(4) The Merchant shall assum full exponsibility for and shall indemnify the Carrier analysed to the Carrier from and against any loss of or damage to the contents of the Container.

(5) The Merchant shall assum full exponsibility for and shall indemnify the Carrier and the Carrier shall not be liable for any loss of or damage to the contents of the Container.

(6) The Merchant shall seem the Merchant when the Carrier of the Container of the Container of the Merchant, its agent or its inland carrier engaged by or on behalf of the Merchant in the carrier from and against any loss of or damage to the

interior bruthed 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 may arise from such nonreturn.

50. 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 prepaid or be collected at the destination and all charges due hereunder against the prepaid or be collected as the destination and all charges due hereunder against the prepaid or be collected at the destination and all charges due hereunder against the graph of the collected and the destination and all charges due whether actually paid or not, under any circumstances whatoever, 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 be laide for and indemnify the Carrier for any mending, baling, or the collected of the Merchant shall be laided for and indemnify the Carrier for any mending, baling, excepted prefixement of packages resulting from insufficiency of packing or from excepted prefixement of packages resulting from insufficiency of packing or from excepted prefixement of packages resulting from insufficiency of packing or from excepted prefixement of packages resulting from insufficiency of packing or from excepted prefixement of packages resulting from insufficiency of packing or from excepted prefixement of packages resulting from insufficiency of packing or from excepted prefixement of packages resulting from insufficiency of packing or from excepted prefixement of packages that may be levied on any basis such as the amount of freight, sweight of the Goods for the contage of the carrier of on other means of transport shall

[2] If the Goods are uncaumen oursing a common control to Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, handon or otherwise dispose of such Goods solely at the risk and expense of the 32. CENERAL AVERAGE.

[1] General awerage shall be adjusted, stated and settled at the port or place where the sarrying vessel and/or her owner shall decide according to the York-Annwerp Rules of 1994 or any modification thereif, and any other rules, lass and usage of the port or place of the adjustment as may be stated in the ocean bill of lading issued for the Goods cube chash depoint as the Carrier of the owner of the vested mad deem sufficient to cover the estimated contribution of the Goods and am salvage and special charges thereon the state of the state of

Goods are in the actual custony of use the control in the United States of America before loading on or after discharge from the vester, 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.

(3) The Carrier shall not be liable in any capacity whatsoever for low, damage or delay to the Goods, while the Goods are in the United 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 infanci carriers one or more) and such transportation shall be subject to the infand carrier's contract of carriage and traffs 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 liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 22 and Clause 25 breeof.