

# **General Terms and Conditions**

## **Part 1 General Provisions**

### Article 1-Scope of Application

1. These General Terms and Conditions shall apply to the transportation of packs to which delivery and carriage of the luggage are applied.
2. Matters not provided for in these Terms shall be governed by the applicable laws and regulations and normal practices.
3. Notwithstanding the provisions of the preceding two paragraphs, the Company may accept a request for special terms within a scope not contrary to the applicable laws and regulations.

## **Part 2 Acceptance of Transportation**

### Article 2-Time of Receipt

1. The Company shall specify the times of receipt of packs, and display them at the counters of service offices and other business offices of the Company
2. The Company shall, in case of altering the times of receipt of packs under the preceding paragraph, display the altered receipt times at the counters of service offices and other business offices of the company in advance.

### Article 3-Invoice

The Company shall ,when accepting transportation of packs, issue and invoice describing the following matter for each one piece of packs.

- (1) Name or appellation and address, telephone number and postal code of Sender.
- (2) Name or appellation and the address, telephone number and postal code of Receiver

- (3) Date of delivery of packs as directed by Sender in advance(restricted to date within the period designated by the Company at the time of accept of pack.)
- (4) Time periods of delivery of packs as directed by Sender in advance (resricted to the time period designated by the Company at the time of accept of packs.)
- (5) Items of packs
- (6) Special cautions for transportation(classification of the feature of packs such as packs subject to breakage, packs subject to deterioration or perishable packs and other necessary matters shall be stated)
- (7) Indicate of Express Delivery and Travel Baggage
- (8) Name, address and telephone number of the Company
- (9) Name of service office and other business office who accepted transportation of packs
- (10) Date of receipt of packs
- (11) Classification of capacity and weight
- (12) Amount of transportation charges and expenses
- (13) Amount of liability
- (14) Contact telephone number for inquiries
- (15) Other necessary matters for the transportation of packs

#### **Acceptance with underwriting of Transportation**

Article 4, we do not accept the below items

- (1) Reliable documents
- (2) Cash, cash vouchers, precious metals, credit cards, stock certificates,expensive items
- (3) Precious metal
- (4) Cards such as credit cards
- (5) Fragile

- (6) Plants, animals
- (7) Flammable liquids, explosives, other hazardous materials
- (8) Possession, movement, use prohibited by law
- (9) Filthy things
- (10) When the Sender and Receiver are found to be anti-social forces, organized crime groups
- (11) Size and weight of items not specified by our company
- (12) The scope of goods by our company

#### Article 5-Confirmation of content of Packs

1. When the Company has doubt about the items of packs or the special cautions for transportation which are stated in the invoice, the Company may inspect the packs with consent and attendance of Sender.
2. When the Company conducted the inspection pursuant to the provision of the preceding paragraph and found that the items of packs or special cautions for transportation are not contrary to the statement of descriptions by Sender, the Company shall compensate for damages incurred therefrom.
3. When the Company conducted the inspection pursuant to the provision of Paragraph 1 and found that the items of packs or special cautions for transportation are contrary to the statement of descriptions by Sender, expenses required for the inspection shall be borne by Sender.

#### Article 6-Packing

1. Sender shall make packing in packing style suited to transportation in accordance with the feature, weight, capacity, etc. of the items packed.
2. If the packing style of a pack is not suited to transportation, the Company shall request Sender to make necessary packing or shall make necessary packing at the expense of Sender.
3. Keep locks on suitcases, bags, etc, please apply for transportation, or keep those keys by the sender themselves.

## Article 7-Refusal of Acceptance

1. In cases falling under any of the items below, the Company may refuse to accept transportation:
  - (1) When the application for transportation is not based on these Terms
  - (2) When Sender does not describe necessary matters in the invoice or does not give consent to the inspection prescribed in Article 5(Confirmation of Contents of Packs)
  - (3) When the packing style is not suited to transportation
  - (4) When the transportation is requested to bear special burden for transportation from Sender
  - (5) When the transportation is found to encourage activities of or contribute to the operation of organized crime groups prescribed in Article 2 ,Item(2)of the Act on the Prevention of Unlawful Activities by Members of Organized Crime Groups(Act No.77 of 1991;hereinafter referred to as the “Act”)(hereinafter referred to simply as “organized crime groups”, or is contrary to the provisions of the applicable laws and regulations, or against public order or moral or public policy
  - (6) When Sender or Receiver falls under any of the items below
    - (i) When Sender or Receiver is found to be an organized crime group member, an organized crime group associate member, an organized crime group related company as prescribed in Article 2,Item(6)of the Act, or any other anti-social forces
    - (ii) When Sender or Receiver is found to be a corporation or organization whose business operation is controlled by an organized crime group or an organized crime group member
    - (iii) When any of officers of Sender or Receiver who is a corporation is found to fall under an organization crime group member

(iv) When Sender or Receiver is found to be a person who uses violence, conducts intimidating act or any other criminal act or makes undue demands against the Company(in the case of Receiver, including a person recognized by the Company as having in high probability of conducting a similar act)

(7) When the pack falls under any of the following items;

- (i) When the pack contain explosives or other dangerous articles, filthy articles or articles that may cause damage to other packs
- (ii) When the pack contains articles stipulated and indicated by the Company in particular

(8) When there is a natural disaster or any inevitable reason

2. When, after having accepted transportation, the Company knew that Sender or Receiver falls under Item(5)or Item(6)of the preceding paragraph and has decided not to conduct transportation, the Company shall without delay notify Sender to that effect and return the pack to Sender.
3. Expenses required for the return of the pack under the preceding paragraph may be borne by Sender in some cases

(Note)

Articles stipulated and indicated by the Company in particular as prescribed in(7)-(ii)shall include animals that may cause inflict injury on a person(excluding those submitted from or appropriated for school or laboratories),cash and a number of pieces of pieces of personal information

#### Article 8-Outside Indication

The Company shall,when accepting a pack, past on the outside of the pack a document describing the matters set forth in Item(1)through(8),Item(10),Item(11)(except in cases where there are no descriptions),Item(14)and Item(15)of Article8(Invoice),and other necessary matters.

## Article 9-Collection of the Transportation Charges

1. The Company shall, when accepting a pack, collect transportation charges and fees, and other transportation related expenses (hereinafter referred to as "transportation charges, etc.")
2. The Company may, notwithstanding the provision of the preceding paragraph, agree to collect transportation charges, etc. from Receiver at the time of delivery of a pack.
3. Transportation charges, etc. and the method of application thereof shall be in accordance with the transportation charges tariff.
4. Transportation charges, etc. and the method of application thereof shall be displayed at the counters of the service offices and business offices of the Company.

## Part 3 Delivery of Packs

### Article 10- Day of Delivery of Packs

1. The Company shall deliver packs by the day set forth below;provided, however, that the Company may deliver packs on the following day of the said day due to traffic situations, etc.
  - (1) when the scheduled delivery day is stated in the invoice:such scheduled date of delivery
  - (2) when the scheduled delivery day is not stated in the invoice:the day on which three days have elapsed from the following day of the day of receipt of the packs stated in the invoice(if the place where transportation is accepted or the place of Receiver is in the isolated islands or mountainous areas stipulated and indicated by the Company, the day on which a reasonable number of days have elapsed from the day of receipt of the pack)
2. When Sender stated the requested delivery day on the invoice and the Company accept the transportation thereof, the Company shall deliver the pack on the said requested delivery date, notwithstanding the provision of the preceding

paragraph:provided, however, that the Company may deliver the pack on the following day of the requested delivery date due to traffic situation, etc.

#### Article 11-Delivery to a Person other than Receiver

The Company shall deem the delivery of a pack to the person set forth below as the delivery thereof to Receiver:

- (1) when the delivery destination is a house: the person living together at the delivery destination or a person equivalent to such person
- (2) when the delivery destination is a place other than(1); the administrator of said delivery destination or a person equivalent to such administrator

#### Article 12-Maesure Taken in Case of Absence of Receiver, etc.

1. When the Company can not deliver a pack due to absence of Receiver or a limited person prescribed in the preceding article (Delivery to a Person other than Receiver) (hereinafter referred to as “Receiver, etc.”), the Company shall give Receiver a notice to that effect by a document describing the intended delivery date/time of the pack, the name of the Company, the telephone number at the contact address and other necessary matters for the delivery of the pack(hereinafter referred to as “Information of delivery”),the retain the pack at the service office or other business offices of the Company.
2. Notwithstanding the provision of the preceding paragraph, the Company may, with consent of the neighbor of Receiver (in case of Receiver living in an apartment, etc., including the administrator of such apartment , etc. ;hereinafter the same applies),entrust the delivery of the pack to said neighbor. In this case the Company shall state, in the Information of delivery, the name of the neighbor to whom the Company entrusted the delivery of the pack.
3. Notwithstanding the provision of Paragraph 1,the Company may, in apartments, etc. where storage boxes exclusive for delivery of packs that make possible safety control and storage of packs(hereinafter referred to as “Delivery

Boxes") are installed, deem the delivery of packs by using such delivery boxes as the delivery thereof to Receiver. In this case, the Company shall give Receiver a notice in writing to the effect of the pack having been placed into the delivery box.

4. Notwithstanding the provisions of the preceding three paragraphs, the Company may, with respect to a pack addressed to Receiver of whom the period of absence due to travelling or other reasons is notified to the Company by the method stipulated by the Company (within the period stipulated by the Company), retain the pack at the service office or other business offices during the said period and deliver the pack after the lapse of the said period. If the Company can not deliver the pack after the lapse of the said period due to absence of Receiver, etc., the Company shall take the measures as prescribed in Paragraph 1; provided, however, that when the Company finds it inappropriate to retain the pack during the said period due to the future, etc. of the pack, the Company shall without delay request Sender to give instruction about the disposal of the pack by specifying a reasonable period.
5. Expenses required for the request to give instructions as prescribed in the proviso of the preceding paragraph and for the disposal conducted in accordance with such instruction shall be borne by Sender.

(Note 1) The period stipulated by the Company under Paragraph 4 shall be within thirty days.

(Note 2) The method stipulated by the Company under Paragraph 4 shall be the advance submission of a document in the form prescribed by the Company to the service office taking charge of the delivery of packs to address or residence of Receiver.

#### Article 13-Forwarding of Pack

When Receiver changed its address or residence and notified the address or residence after the change by the method stipulated by the Company, the Company shall forward the pack of sender's expense to the address or residence so notified, only within one year from the date of the notification; provided, however, that this

shall not apply to packs for which the characters of "Forwarding Not Required" or the statement to the effect that forwarding is not required is expressly written at easy-to-spot places on the outside of the package of the pack.

(Note)The method stipulated by the Company shall be the advance submission of a document in the form prescribed by the Company to the service office taking charge of the delivery of packs to the address or residence of Receiver.

#### Article 14-Measure Taken in Case When Packs Can Not Be Delivered

1. When Receiver can not be notified, or when Receiver neglected or refused to accept a pack or was not able to accept the pack due to other reasons, the Company shall without delay request Sender to give instructions about the disposal of the pack by specifying a reasonable period.
2. Expenses required for the request to give instructions as prescribed in the preceding paragraph and for the disposal conducted in accordance with such instructions shall be borne by Sender.

#### Article 15-Disposal of Pack Which Can Not Be Delivered

1. When no instructions are given within a reasonable period pursuant to the provision of Paragraph 1 of the preceding article(Measures Taken in Case When Packs Can Not Be Delivered),the Company may, after having retained the pack until the day on which three months have elapsed from the day on which the Company requested Sender to give instructions sell or dispose of the pack, with a prior notice to Sender and with attendance of a fair third party;provided, however, that if the pack is subject to deterioration or is perishable and if no instructions are given within a reasonable period, the Company may immediately sell or disposal of the pack with a prior notice to Sender.
2. When the Company conducted the disposal of pack pursuant to the provision of the preceding paragraph, the Company shall without delay give Sender a notice to that effect.

3. When the Company conducted the disposal if the pack pursuant to the provision of Paragraph 1 and appropriated the proceeds from disposal thereof to the expense required for the request to give constructions and for the retention and disposal thereof, or if there is any excess, return the excess to Sender.
- 4.

#### **Part 4 Instructions**

##### Article 16-Instructions

1. Sender may give the Company instruction about suspension, return, forwarding and disposal of a pack.
2. The right of Sender prescribed in the preceding paragraph shall be extinguished at the time of delivery of a pack to Receiver.
3. Expenses required for the disposal conducted based on the instructions under Paragraph 1 shall be borne by Sender.

##### Article 17- Cases Where Instructions are not Complied With

1. The Company may not comply with instructions of Sender in cases where the Company finds that transportation of packs are likely to be hindered.
2. When the Company does not comply with instructions pursuant to the provision of the preceding paragraph, the Company shall give a notice to that effect to Sender.

#### **Part 5 Accident**

##### Article 18- Measure to be Taken upon Occurrence of Accident

1. When the Company discovers any loss of packs , the Company shall notify Sender to that effect without delay.
2. When the company discovers material damage to a pack, or when the Company judges that there is a considerable delay in the delivery of a pack from the day

prescribed in Paragraph 1, Item(1) or Item(2) Article 11 (Day of Delivery of Packs) (when the requested delivery date is stated in the invoice, said requested delivery date, and when the purpose of use and the delivery date/time of a pack is stated in the invoice, said delivery date/time of the pack; hereinafter the same applies), the Company shall without delay request Sender to give instructions about the disposal of the pack by specifying a reasonable period of time.

3. In the case of the preceding paragraph, when there is not time for obtaining instructions or no instructions are given within a period within a period specified by the Company, the Company shall suspend transportation of, return or dispose of the pack in an appropriate manner for the benefit of Sender.
4. When the Company conducted the disposal pursuant to the provision of the preceding paragraph, the Company shall without delay give a notice to that effect to Sender.
5. Notwithstanding Paragraph 2, when the Company finds that the transportation of the pack is likely to be hindered, the Company may not comply with instructions of Sender in some cases.
6. When the Company does not comply with instructions pursuant to the provision of the preceding paragraph, the Company shall without delay give a notice to that effect to Sender.
7. Expense requires for the request for instructions and the disposal conducted based on instructions as prescribed in Paragraph 2 and for the disposal conducted as prescribed in Paragraph 3 shall be borne by Sender if damage or delay of the pack is due to a reason for which Sender is responsible or due to the nature or defect in the pack, and, in other cases, be borne by the Company.

#### Article 19-Disposal of Dangerous Articles

1. When the Company knew in the course of the transportation of a pack that the pack falls under Paragraph 7-(a) of article 7 (Refusal of Acceptance), the Company shall unload the pack or dispose of the pack for the prevention of damage to the transportation.

2. Expense requires for the disposal prescribed in the preceding paragraph shall be borne by Sender.
3. When the Company conducted the disposal pursuant to the provision of Paragraph 1, the Company shall without delay give a notice to that effect to Sender.

## **Part 6 Responsibility**

### **Article 20-Commencement of Responsibility**

The Company's responsibility for loss or damage for packs or for cases where , with respect to packs to which the charges stipulated in the transportation charge tariff are applied or packs for the handling of which certain amounts of charges are collected as actual expenses, the Company did not perform the handling of such packs or cases where the results equivalent to the ones resulting from the non-performance of handling have occurred(hereinafter referred to as "non-performance of handling of charges and services")shall commence when the Company received the packs from Sender.

### **Articles 21-Liability and Verification**

The Company shall be liable for damages resulting from loss, damage or delay of packs or from non-performance of handling of charges and services unless the Company proves that the Company or employees of the Company or persons engaged by the Company have not neglected to exercise care for the receipt, delivery, storage, transportation or handling of packs that should be performed by the Company.

### **Article 22-Disclaimers**

The Company shall not be liable for damages resulting from loss, damage or delay of packs or from non-performance of handling of charges and services due to the causes set forth below; provided, however, that this shall not apply when the damages

resulting from such loss or damage occurred due to causes set forth in Item (3)through Item(7)with respect to packs to which the security service charges stipulated in the transportation charges tariff are applied.

- (1) Defect or natural wear of packs
- (2) Ignition, explosion, mustiness, mold, decomposition, discoloration and rust due to the nature of a pack, and other similar causes
- (3) Go-slow strike, walk-out, social riot or other incidents or robbery
- (4) Fire due to force majeure
- (5) Unforeseeable abnormal traffic hindrance
- (6) Earthquake, tsunami, high tide, floods, rainstorm, landslide, landfall or other natural disasters
- (7) Prohibition of transportation ,opening, confiscation, attachment or delivery to a third party based on a law or a regulation or by exercise of public authority
- (8) Error or mistake in the descriptions of an invoice that should be stated by Sender, or intention or negligence of Sender or Receiver

#### Article 23-Special Provisions Concerning Packs Subject to the Restriction on Receipt

1. The Company shall not be liable for damages resulting from loss, damage or delay or non-performance of handling of charges and services with respect to packs falling under Item(5) and Item(6) of Article 7(Refusal of Receipt)
2. When, with respect to the packs falling under Item (7)of Article 7(Refusal of Receipt), the Company received transportation thereof without knowing that the packs received fall under Item(7)of Article 7,the Company shall not be liable for damages resulting from loss, damage or delay, or non-performance of handling of charges and services with respect to such packs.
3. When, with respect to packs subject to breakage, packs subject to deterioration or perishable packs or packs requiring special care in transportation, Sender did not make statement to that effect in an invoice and the Company did not know of that effect, the Company shall not be liable for damages resulting from loss or damage

due to the failure to exercise special care in transportation or from the non-performance of handling of charges and services.

4.

#### Article 24-Special Causes for Extinguishment of Liability

1. The Company's liability for damages resulting from damages to a pack shall, unless any notice is issued within fourteen days from the date of receipt of the pack, be extinguished upon expiration of the said fourteen-day period.
2. The provision of the preceding paragraph shall not apply when the Company delivered the pack, knowing of such damages.
3. Notwithstanding the provisions of the preceding two paragraphs, with respect to the packs to which the security service charges stipulated in the transportation charges tariff are applied, if Sender or Receiver, after having accepted the packs or in case of having refused to accept the packs, did not comply with the Company's request for attendance at the inspection of the existence or no-existence of damage and the degree thereof without a justifiable reason within ten days from the day when the Company made such request, Sender or Receiver may not claim compensation for damage that occurred to the packs.

#### Articles 25-Amount of Compensation for Damage

1. The Company shall, with respect to damages resulting from loss of a pack, compensate for the price of the pack (meaning the price of the pack at the place of shipment; hereinafter the same applies), within the scope of the maximum amount of liability stated in the invoice(hereinafter referred to as "maximum liability amount")
2. The Company shall, with respect to damages resulting from damage to a pack, make compensation within the scope of the maximum liability amount, on the basis of the price of the pack, in proportion to degree of damage.
3. When the Company determined to conduct the compensation pursuant to the provisions of the preceding two paragraphs, and if it is found to be obvious that considerable damages occur to Sender or Receiver, the Company shall make

compensation within the scope of the maximum liability amount, notwithstanding the provisions of the preceding two paragraphs.

4. The Company shall, with respect to damages resulting from delay of a pack, make compensation as follows:

- (1) In the case of Item(1)through Item(3)of Article 10 (Day of Delivery of Packs)

The Company shall, except when a delivery absence notice under Article 12 (Measures Taken upon Absence of Receiver, etc.)has been issued by the following day of the day prescribed in Paragraph 1, Item (1) or Item (2) of Article 10 (Day of Delivery of Packs),compensate for property damages resulting from the delivery of a pack not having been conducted by the following day of the day prescribed in Item(1) or Item(2) of the same paragraph, within the scope of transportation charges, etc.

- (2) In the case of Item(4)of Article 10)Day of Delivery of Packs)

The Company shall compensate for property damages resulting from the pack having been unusable on the specific day and time, within the scope of the maximum liability amount

5. When damages resulting from loss or damage of a pack and damages resulting from delay of a pack occurred simultaneously, the Company shall, with respect to pack to which the security service charges stipulated in the transportation charges tariff are not applied, pay the total amounts of compensation under Paragraph 1, Paragraph 2 or paragraph 3 and the preceding paragraph, within the scope of the maximum liability amount.
6. The Company shall, with respect to the non-performance of handling of charges and services, compensate for the amount equivalent to such charge, etc. based on a claim made by the person who paid such charges, etc.

#### Article 26-Return of Transportation Charges, etc.

1. When loss, significant damage or delay (restricted to the case of Paragraph 4 of Article 10(Day of Delivery of Packs) of a pack occurred due to a natural disaster or

any other inevitable reason or due to a cause attributable to the Company, the Company shall return transportation charges, etc. (when the Company paid the amount equivalent to the charge, etc. pursuant to the provision of Paragraph 6 of the preceding article (Amount of Compensation for Damages), the said amount equivalent to the charges, etc. shall be deducted from the amount of transportation charges, etc.). In this case, when the Company has not collected transportation charges, etc., the Company shall not claim these transportation charges, etc.

2. When, with respect to damages that occurred to the packs to which the security service charges stipulated in the transportation charges tariff are applied, compensation therefor has been conducted pursuant to the provisions of Paragraph 2 of the preceding article (Amount of Compensation for Damages), the provisions of the preceding paragraph shall not apply to the said security service charges.

#### Article 27-Prescription

1. The Company's liability for damages shall be extinguished by prescription when one year has elapsed from the date of receipt of a pack.
2. The period under the preceding paragraph shall, in case of a pack being lost, commence on the day prescribed in Paragraph 1, Item (1) or Item (2) of Article 10 (Day of Delivery of Packs.)
3. The provisions of the preceding two paragraphs shall not apply in cases where the Company knew of said damages.

#### Articles 28-Liability in Cases of Connecting Transportation or Transportation through Substituted Service

The Company shall assume liability for transportation based on these Terms even in cases where the Company performs transportation by mutually connecting transportation with other transport businesses or by utilizing transportation through substituted services conducted by other cargo truck carrier business operators or other transport businesses.

#### **Article 29-Sender's Liability for Damages**

Sender shall be liable for damages caused to the Company due to a defect or the nature of a pack; provided, however, that this shall not apply when Sender did not know of such defect or nature in the absence of negligence or when the Company knew of such defect or nature.