

WAYBILL

(NON-NEGOTIABLE)

Received by the Carrier from the Shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or the container(s) or package(s) said to contain the cargo herein mentioned, to be carried subject to the terms and conditions on the face and back hereof by the vessel named herein or any substitute at the Carrier's option and / or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered unto the Consignee named herein or his authorized agents, on production of proof of identity.

This Waybill is not to be construed as Bill of Lading nor any other similar document of title referred to in the International Carriage of Goods by Sea Act of Japan, 1957 as amended 1992 or any other foreign legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 or the amendments by the Protocol signed at Brussels on February 23, 1968 or the amendments by the Protocol signed at Brussels on December 21, 1979.

No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

PERIOD OF RESPONSIBILITY: The carrier shall not be liable in any capacity whatsoever for any loss or damage to the Goods occurring before loading onto the Vessel at the Port of Loading or after discharge from the Vessel at the port of Discharge, whether the Goods are awaiting shipment, landed or stored or put into craft, barge, lighter or other thing whether belonging to the Carrier or not or pending transshipment at any stage of the carriage. In case loading and/or discharge are effected by the Merchant at his expense (in which case the terms "FI", "FO" or "FIO" are shown in this Bill of Lading as the case may be), the Carrier's responsibility shall, notwithstanding the preceeding paragraph, commence when loading has been completed and/or cease when discharge has begun respectively, and shall be exonerated from any loss of or damage to or in connection with the Goods occurring during such loading and/or discharge, even if such loading and/or discharge are done with agent(s) employee(s) of Merchant.

(Terms of Waybill continued on the back hereof)

1. Unless otherwise set out on the face and back hereof, the Goods shall be carried subject either:
 - (i) to the terms and conditions provided for in the Carrier's / the Owner's applicable Bill of Lading including the clauses on governing law, jurisdiction and limitation statutes, and the terms and conditions of the Carrier's / the Owner's applicable tariff, both of which are available at the Carrier's / the Owner's offices or at those of his authorized agents provided, however, that the terms and conditions of the applicable Bill of Lading and the tariff related to negotiability of the Bill of Lading shall be excluded; or alternatively,
 - (ii) to the terms and conditions provided for in the agreement and/or the contract such as fixture note entered into between the Shipper and the Carrier / the Owner which govern the carriage of the Goods, if there is any such agreement and /or contract.
2. In accepting this Waybill, the Shipper both on his own behalf and on behalf of the Consignee and the owner of the Goods, agrees:
 - (i) to be bound by all the stipulations, exception, terms and conditions on the face and back of this Waybill and the applicable Bill of Lading or tariff or, alternatively, of the agreement and/or contract as referred to above, whether written, typed, stamped or printed, as fully as if signed by the Shipper, the Consignee or the owners of the Goods, notwithstanding any local custom or privilege to the contrary, and
 - (ii) to warrant that any other third party such as cargo underwriter shall not bring lawsuit against the Carrier / the Owner seeking recovery of any loss of and or damage to the Goods or delay in delivery at any court in a foreign country other than the Tokyo District Court, in which case the Shipper / the Charterer shall indemnify the Carrier / the Owner in respect of greater liability to be adjudged by such a foreign court than the judgment of the Tokyo District Court may render, whether or not the jurisdiction of a foreign court is justified by the law of such a foreign country.
3.
 - (i) Nothing in this Waybill shall not operate to limit or deprive the Carrier / the Owner of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country, provided, always, that in the case of the Goods to be carried to or from the U.S.A. the liability of the Carrier / the Owner shall be limited in accordance with the laws of the U. S. A.
 - (ii) If the value of the Goods exceeds the limits provided under this Waybill and that value has been inserted in the declared value box overleaf, and, if applicable, the ad valorem freight has been paid, then the limit of liability shall be the amount so declared in the declared value box. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.