

Handling of Transport

Terms and Conditions

Date of Approval September 21, 1988

Chapter 1 General Provisions

Article 1 (Scope)

1. These Terms and Conditions shall apply to the following airport delivery service business operated by Our Company:
 - (1) Handling of transport of air passenger baggage (hereinafter referred to as "Parcels") from a designated place to New Tokyo International Airport (hereinafter referred to as "Airport") or from Airport to a designated place by truck transportation company, receipt of Parcels from truck transportation company at the Airport, and delivery of Parcels at our facility in Airport pursuant to a customer's request.
 - (2) Business accompanying with the preceding Paragraph.
2. Laws and regulations or customary practice shall apply to any matters not stipulated in these Terms and Conditions.
3. Notwithstanding the provisions of the preceding two (2) Paragraphs, Our Company may accept applications for special agreements to the extent not contrary to laws and regulations. These special agreements must be in writing to be enforceable.

Chapter 2 Acceptance of Transport

Article 2 (Address label)

1. The shipper shall prepare an address label for each Parcel when requesting the transport of Parcels to Our Company, and state the following items:
 - (1) name, address and telephone number of the shipper;
 - (2) name, address, designation of delivery and telephone number of the

recipient;

- (3) contents of the Parcels;
 - (4) payment method of freight charges and expenses (hereinafter collectively referred to as "Handling Charges");
 - (5) if the designation of delivery is at the Airport, a scheduled flight number and departure date and time, or a scheduled date and time of receiving;
 - (6) special notes of caution in transport (the category of the character of the Parcel, including items that are frangible, subject to deterioration or perishable, and other necessary information shall be included);
2. Our Company shall state the following items on address label of the preceding Paragraph and issue it to the shipper when accepting a request of delivery of Parcels:
- (1) name, address and telephone number of Our Company;
 - (2) name of the branch office or other office that accepted transport of the Parcels;
 - (3) date of acceptance of the transport of Parcels;
 - (4) name of the contracting transportation companies, etc.;
 - (5) scheduled delivery date of Parcels (Our Company may omit this statement when we accepted the Parcels stating the scheduled receiving date/time, etc. pursuant to Subparagraph (5) of the preceding Paragraph, or when the shipper did not specifically prescribe the scheduled delivery date);
 - (6) category by weight and volume;
 - (7) Handling Charge and other expenses related to handling of transport;
 - (8) limit of liability;
 - (9) other necessary items related to transport of Parcels.

Article 3 (Packing)

The shipper shall, unless packing is arranged by Our Company, pack Parcels in the manner suitable for transport and not damaging other Parcels, according to their nature, figure, weight, volume, and distance of transport.

Article 4 (Check of contents of Parcels)

1. If there is any doubt about the description of the Parcels or any special note of caution in transport written in the address label, Our Company may check them with the consent of the shipper and in his/her presence.
2. Our Company may ask to submit a document, etc. which proves the description of Article 2, Paragraph 1, Subparagraph (1) or check the contents of the Parcels when accepting the transport of Parcels which are to be delivered to the Airport.
3. If Our Company has checked the contents of a Parcel pursuant to the provision of the preceding two (2) Paragraphs, then in the case where the check has shown that there is no difference between the description of the Parcel or the special note of caution in transport and what the shipper has written, Our Company shall compensate for any damages arising from the check.
4. If Our Company has checked the contents of a parcel pursuant to the provision of Paragraph 1 or Paragraph 2, the shipper shall bear the expenses for the check only when the check has shown that there is a difference between the description of the Parcels or the special note of caution in transport and what the shipper has written.

Article 5 (Refusal)

Our Company may refuse acceptance of transport of Parcels if any of the following cases applies:

- (1) the shipping request does not comply with these Terms and Conditions;
- (2) the shipper fails to enter any necessary item on the address label or to give his/her/its consent to a check pursuant to the provision of Article 4, Paragraph 1 or refuses the submission or check pursuant to the provision of Article 4, Paragraph 2;
- (3) the packing is not suitable for transport;
- (4) the shipper requests Our Company to bear a special obligation in relation to transport;
- (5) the transport, such as transport of private letter correspondence, violates laws and regulations, or is detrimental to public order, or injurious to public

morals;

- (6) the Parcels are any of the following items;
 - (a) explosives, combustible or corrosive items or other hazardous materials, transmutable or perishable items, odiferous items, dirty Parcels or any similar Parcels that are likely to cause damage to other Parcels;
 - (b) jewelry or precious metals, and other valuable items made out of those materials;
 - (c) cash and checks, bills, stock certificates and other negotiable securities;
 - (d) credit cards, cash cards and other cards;
 - (e) remains, ancestral tablets and family Buddhist altar;
 - (f) arts or antiques;
 - (g) guns and swords;
 - (h) animals;
 - (i) documents, etc., which are difficult to reissue (examination admission cards, passports, vehicle inspection certificates, etc.); or
 - (j) manuscripts, original drawings, tapes, films which are impossible to reproduce.
- (7) where the value of any one Parcel exceeds three hundred thousand Japanese yen (¥300,000)
- (8) existence of unavoidable circumstances, such as natural disasters.

Article 6 (Outer package label)

1. When receiving Parcels, Our Company shall affix on the outer packing of the Parcels a label stating the items referred to in Article 2, Paragraph 1, Subparagraphs (1) through (3), (5) and (6) , Article 2, Paragraph 2, Subparagraphs (1), (3) through

(5), (8) and (9) , and other necessary information.

2. Our Company may indicate the items on the Parcels by any other means when the indication pursuant to the preceding Paragraph is perceived as unsuitable for nature or figure, etc. of the Parcels.

Article 7 (Handling Charges)

1. Our Company is entitled to receive the Handling Charges subject to an approved price when such price is specified, or otherwise subject to a reasonable price equivalent to the actual cost.
2. Our Company shall receive the Handling Charges set forth in the preceding Paragraph, from the recipient when delivering the Parcels to the recipient at a delivery counter of Our Company, or from the shipper when accepting the transport of Parcels at a reception counter.
3. Notwithstanding the preceding Paragraph, Our Company may receive the Handling Charges when accepting the Parcels, from the shipper, which are to be delivered to the Airport, or when delivering the Parcels to the recipient at the Airport.
4. Our Company shall post the Handling Charges at its branch offices and other offices.
5. Our Company shall not rebate any part of the received Handling Charges.

Chapter 3 Delivery of Parcels

Article 8 (Date of delivery)

1. Our Company shall deliver Parcels by the scheduled delivery date; provided, however, Our Company may deliver the same on the day following the scheduled delivery date by reason of transportation conditions, etc.
2. The scheduled delivery date as described in the preceding Paragraph shall be specified separately by Our Company, according to the place where the Parcels are received or area of delivery place, based on the distance of transport of the Parcels.
3. Notwithstanding the provisions of Paragraph 1, if Our Company accepts the transport of Parcels which states on their address labels the scheduled departure date and time or scheduled delivery date and time, Our Company shall deliver such Parcels by such scheduled date and time.

Article 9 (Delivery at the Airport)

1. When Our Company delivers the consigned Parcels to recipient at the Airport, we deliver the Parcels in exchange with the claim tag that Our Company issued. However, Our Company is not obligated to confirm whether the person bringing the claim tag is the legitimate recipient or not.
2. With respect to the delivery of Parcels at the Airport which are stipulated in the Paragraph 3 of the preceding Article, such Parcels shall be delivered from three (3) hours prior to the scheduled departure time to the scheduled departure time.
3. The delivery of consigned Parcels pursuant to the preceding two (2) Paragraphs shall take place at our parcel delivery counter at the Airport.

Article 10 (Delivery to person other than the recipient)

Our Company may deem delivery of Parcels to a person as set forth in any of the following Subparagraphs to be the delivery to the recipient:

- (1) if the delivery designation is a residential house, any person with whom the recipient is living, or any person equivalent thereto; or
- (2) if the delivery designation is not a residential house, the concierge or any person equivalent thereto.

Article 11 (Measures in cases where the recipient is absent)

1. In the case where Our Company cannot deliver Parcels due to the absence of the recipient or any other person set forth in the preceding Article, Our Company shall take custody of the Parcels at any of its branch offices, other offices or branch offices of the contracting transportation company after giving the recipient a written notice stating the date and time when Our Company tried to deliver the Parcels, the name of Our Company, the telephone number for inquiries and other information necessary to deliver the Parcels (hereinafter referred to as the "Attempted Delivery Notice").
2. Notwithstanding the provision of the preceding Paragraph, Our Company may entrust a neighbor of the recipient (including his/her concierge if the recipient is living in an apartment house) with delivery of the Parcels to the recipient, by obtaining the consent from the neighbor. In such case, Our Company shall write the name of the neighbor whom Our Company has entrusted with delivery of the Parcels in the Attempted Delivery Notice.

Article 12 (Measures in cases where Parcels can not be delivered)

1. If Our Company can not identify the recipient, or if the recipient fails or refuses to receive Parcels, or can not receive Parcels for any other reason, Our Company shall, without delay, request instructions from the shipper on handling measures for the Parcels, specifying a reasonable period.
2. The shipper shall bear the unpaid Handling Charges and expenses incurred by Our Company in requesting instructions as set forth in the preceding Paragraph and in handling of the Parcels according to the instructions.

Article 13 (Disposal of Parcels that can not be delivered)

1. When instructions as set forth in Paragraph 1 of the preceding Article are not received within the specified reasonable period, Our Company may sell or otherwise dispose of the Parcels in the presence of a fair third party, after taking custody of the Parcels for a period of three (3) months from the date when Our Company requested instructions from the shipper. Provided, however, if the Parcels will deteriorate or are perishable and Our Company does not receive instructions within a reasonable period, Our Company may immediately sell or otherwise dispose of the Parcels upon advance notice to the shipper.
2. When disposing the Parcels pursuant to the provisions of the preceding Paragraph, Our Company shall notify the shipper thereof without delay.
3. When Our Company has disposed of the Parcels pursuant to the provisions of Paragraph 1, Our Company shall apply the proceeds from the disposal to the unpaid Handling Charges and the expenses incurred by Our Company in requesting instructions and in taking custody and disposing of the Parcels. If the proceeds are less than the expenses, Our Company shall demand payment of the shortfall, and if the proceeds exceed the expenses, Our Company shall refund the excess to the shipper.

Chapter 4 Instructions

Article 14 (Instructions)

1. The shipper may give instructions to Our Company on cancellation of transport, return, forwarding or other disposal of Parcels.
2. The right of the shipper set forth in the preceding Paragraph shall lapse when Our Company delivers the Parcels to the recipient.
3. The shipper shall bear the expenses incurred by Our Company in disposing of the Parcels under the instructions set forth in Paragraph 1.

Article 15 (When Our Company does not observe instructions)

1. Our Company need not observe instructions from the shipper if Our Company considers that observing the instructions might pose an obstacle to transport of Parcels.
2. When Our Company does not observe instructions pursuant to the provision of the preceding Paragraph, Our Company shall notify the shipper thereof without delay.

Chapter 5 Accidents

Article 16 (Measures in case of accidents)

1. When a loss of Parcels is discovered, Our Company shall notify the shipper thereof without delay.
2. On discovering significant damage to Parcels, or on finding the delivery of Parcels to be seriously delayed beyond the scheduled delivery date, Our Company shall, without delay, request instructions from the shipper on handling measures of the Parcels, specifying a reasonable period.
3. In a case set forth in the preceding Paragraph 2, if there is no time to wait for instructions from the shipper, or if Our Company does not receive instructions within the period specified by Our Company, Our Company may cancel transport of, return, or otherwise properly dispose of the Parcels.
4. When handling the Parcels pursuant to the provision of the preceding Paragraph, Our Company shall notify the shipper thereof without delay.
5. The expenses incurred by Our Company in requesting instructions and handling of the Parcels according to the instructions as set forth in Paragraph 2, or in handling the Parcels pursuant to the provision of Paragraph 3, shall be borne by the shipper, if the loss of or damage to the Parcels is attributable to the shipper or due to the nature of or a defect in the Parcels. Such expenses shall be borne by Our Company in other cases.

Article 17 (Disposal of hazardous materials, etc.)

1. If, in the course of handling or transport, Our Company becomes aware that the Parcels fall under the category set forth in Article 5, Subparagraph (6) (a) , Our Company shall cancel the transport of Parcels or otherwise take measures necessary to prevent damage related to handling of transport.

2. The shipper shall bear the expenses incurred by Our Company in taking measures as set forth in the preceding Paragraph.
3. When taking measures pursuant to the provision of the above Paragraph 1, Our Company shall notify the shipper thereof without delay.

Article 18 (Issue of accident certificate)

1. When Our Company is requested to certify a loss of Parcels within one (1) year after the scheduled delivery date of Parcels, Our Company shall issue an accident certificate.
2. When Our Company is requested to certify damage to Parcels or a delay in delivery of Parcels within fourteen (14) days of a delivery date, Our Company shall issue an accident certificate.

Chapter 6 Liability

Article 19 (Commencement of liability)

The liability of Our Company for loss of or damage to Parcels shall arise when Our Company receives the Parcels from the shipper.

Article 20 (Liability and burden of proof)

Our Company shall be liable to compensate for loss of, damage to, or a delay in delivery of Parcels, unless Our Company proves that it or its employees or any other persons employed by it for transport service did not fail to take care in receipt, delivery, storage, transport and other handling measures of the Parcels.

Article 21 (Discharge from liability) Our Company shall not be liable to compensate for loss of, damage to, or a delay in delivery of Parcels resulting from any of the events listed in the following Subparagraphs:

- (1) a defect in or natural wear and tear of the Parcels;
- (2) ignition, explosion, rot, mold, decay, change in color, rust or any other similar event, caused by the nature of the Parcels;
- (3) labor slowdown, social unrest or any other incidents or robbery;
- (4) fire beyond control;

- (5) an unforeseeable extraordinary hazard to traffic conditions;
- (6) an earthquake, tidal wave, tidal surge, flood, storm, landslide, avalanche or any other natural disaster;
- (7) suspension of transport, unsealing, condemnation, attachment or surrender to any third party pursuant to laws or regulations or the exercise of public authority; or
- (8) an error in writing of information to be entered by the shipper in an address label, or other willfulness or negligence of the shipper or the recipient.

Article 22 (Special provisions on Parcels subject to restriction on acceptance)

- 1. Our Company shall not be liable to compensate for loss of, damage to, or a delay in delivery of Parcels falling under the category set forth in Article 5, subparagraph (5).
- 2. Our Company shall not be liable to compensate for loss of, damage to, or a delay in delivery of Parcels falling under the category set forth in Article 5, subparagraph (6), if Our Company has accepted transport without knowing the fact.
- 3. With respect to Parcels requiring special attention, such as items that are frangible, subject to deterioration or perishable, if the shipper fails to write such nature of the Parcels in the address label and Our Company does not know the fact, Our Company shall not assume liability to compensate for loss of or damage to the Parcels, resulting from the failure to pay special attention in transport.

Article 23 (Special extinction of liability event)

- 1. Our Company's liability for partial loss or damage to, or belated arrival of Parcels shall cease seven (7) days after the date of delivery of the Parcels, unless a notice is issued by the shipper or the recipient within that period.
- 2. The provision of the preceding Paragraph shall not apply to any case where Our Company delivered the Parcels knowing the damage.

Article 24 (Amount of compensation)

- 1. Our Company shall pay the value of the Parcel (which is the value at the place of shipment; hereinafter the same shall apply) as compensation for loss of a Parcel, within the limit of liability specified in the address label (hereinafter referred to as the "Limit of Liability").

2. Our Company shall make compensation for damage to Parcels on the basis of the value of the Parcels, according to the extent of the damage within the Limit of Liability.
3. Notwithstanding the provisions of the preceding two (2) Paragraphs, if it appears that compensation pursuant to the provisions of the preceding two (2) Paragraphs would be completely inadequate to cover the loss or damage suffered by the shipper or the recipient, Our Company shall make appropriate compensation within the Limit of Liability.
4. Our Company shall make compensation for a delay in delivery of Parcels as follows:
 - (1) in cases referred to in Article 8, Paragraph 1, Our Company shall make compensation for property damage resulting from a failure to deliver Parcels by the day following the scheduled delivery date of Parcels up to the Handling Charge, unless Our Company has notified the recipient through an Attempted Delivery Notice as set forth in Article 11 by the day following the scheduled delivery date of Parcels;
 - (2) in cases referred to in Article 8, Paragraph 3, Our Company shall make compensation for property damage resulting from unavailability of the Parcels on the specified date and time, within the Limit of Liability.
5. If loss of or damage to Parcels and damage from a delay in delivery of the Parcels occur concurrently, Our Company shall pay the sum of damages set forth in Paragraphs 1, 2 or 3 and the preceding Paragraph 4, within the Limit of Liability.
6. Notwithstanding the provision of the preceding five (5) Paragraphs, when willfulness or gross negligence of Our Company causes loss of, damage to, or a delay in delivery of Parcels, Our Company shall compensate for any and all damage resulting therefrom.

Article 25 (Reimbursement of Handling Charge)

If a natural disaster or other unavoidable event or any event attributable to Our Company causes loss of, damage to, or a delay in delivery of Parcels (only in a case referred to in Article 8, Paragraph 3), Our Company shall reimburse the Handling Charge. In such a case, Our Company shall not claim the relevant Handling Charge, if we have not yet received the same.

Article 26 (Prescription)

1. The liability of Our Company shall cease by prescription one (1) year after the date when the recipient has received the Parcels.

2. In the case of a loss of Parcels, the period set forth in the preceding Paragraph shall be reckoned from the scheduled delivery date of Parcels.
3. The provisions of the preceding two (2) Paragraphs shall not apply to cases where Our Company knew of the damage.

Article 27 (Liability in accepted transport)

Even if Our Company transports Parcels by utilizing a contracting transport company or any other facilities for transportation, Our Company shall assume liability for transport in accordance with these Terms and Conditions.

Article 28 (Shipper's liability for compensation)

The shipper shall assume liability to compensate Our Company for damages incurred by Our Company due to a defect in or the nature of the Parcels, provided that this shall not apply in the case where the shipper, without negligence, had no knowledge of the nature of or the defect in the Parcels, or Our Company knew of such nature or defect.

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