

## Moving “Charter Bin” “Half-Day Move” Terms and Conditions

Kanto Bureau of Motor Vehicle Transport Permit No. 379

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### Notes

#### **Chapter 1      General Provisions**

##### **Article 1      (Applicable Scope)**

1. These terms and conditions shall apply to “Moving Charter Bin” and “Half-Day Move” (contents are as set out in the notes) undertaken by Yamato as the business of transport of general freight by motor vehicle; provided that, these shall not apply in the case of a move of an office, etc., for which advance notice has been given to the effect that these terms and conditions will not apply.
2. Matters not stipulated by these transport terms and conditions shall be in accordance with laws and regulations or customary practices.
3. Notwithstanding the provisions of the preceding two paragraphs, Yamato shall be able to accept applications for special terms to the extent not in violation of law.

##### **Article 2      (Time of Acceptance)**

1. Yamato shall decide the time for acceptance and display it at the place of business.
2. In the case of a change in the time of acceptance under the preceding paragraph, Yamato shall display it in advance at the place of business.

#### **Chapter 2      Estimate**

##### **Article 3      (Estimate)**

1. Upon indicating to the shipper the content of the “Moving Charter Bin” and “Half-day Move” services, Yamato will undertake a trial calculation (“Estimate”) of the freight and other charges (“Freight Charges, Etc.”) for the “Moving Charter Bin” and “Half-day

Move” service.

2. When the Estimate is made, a written Estimate setting out the following matters will be issued to the applicant:
  - (1) name (or appellation), address, and telephone number of applicant;
  - (2) name (or appellation), address, and telephone number of consignee;
  - (3) pickup date and delivery date for the goods;
  - (4) name of location, address, and contact telephone number at place of origin and destination;
  - (5) total Freight Charges, Etc., and the content of work covered and estimated date and method of payment;
  - (6) content of work to be done by shipper, consignee, and Yamato;
  - (7) name, business license number, address, telephone number of Yamato, name of person in charge of Estimate and contact telephone number for inquiries;
  - (8) other necessary matters relating to the Estimate.
3. No fee will be charged for the Estimate.
4. Yamato will not demand any up-front money, handling fee, etc., at the time of the Estimate.
5. Yamato will show these terms and conditions to the applicant at the time of the Estimate.
6. Two days prior to the pickup date for the goods set out in the Estimate, Yamato will confirm with the applicant the existence of any change in the content of the Estimate.

### **Chapter 3      Acceptance of Transport**

#### **Article 4      (Refusal of Acceptance)**

1. In the following cases, Yamato may refuse to accept the moving transport:
  - (1) when the application for transport does not comply with these terms and conditions;
  - (2) when there are not appropriate facilities for the transport;
  - (3) when the applicant requests special handling in regard to the transport;
  - (4) when the transport violates the provisions of laws and regulations, or the public order, or good morals;
  - (5) when there is a natural disaster or other unavoidable circumstances.
2. When the goods fall under one of the following, acceptance of transport in respect of those goods only may be refused:
  - (1) cash, negotiable securities, jewelry and precious metals, bank books, cash cards, seals, and other precious items that the shipper is able to carry;
  - (2) explosives and other dangerous goods, unclean items, etc., that might cause damage to other freight;
  - (3) plants and animals, pianos, art objects, antiques, etc., which require special

handling in transport and are thus not suitable for transport together with other freight;

- (4) items for which the applicant does not disclose the type and nature as required by Article 8, paragraph 1, or for which permission to investigate is not given under Article 8, paragraph 2.

#### **Article 5 (Connecting Transport and Utilization Transport)**

To the extent not prejudicial to the shipper's interests, Yamato may transport the accepted goods in cooperation with any other facilities for transportation or by utilizing transport of any other freight truck transportation company or any other facilities for transport.

#### **Chapter 4 Pickup of Goods**

##### **Article 6 (Date for Reception of Goods)**

Yamato will receive the goods on the date set out in the Estimate.

##### **Article 7 (Packing)**

1. Shipper shall pack the goods appropriately for transport, depending on the nature, weight, volume, transport distance, etc.
2. When the packing is inappropriate for transport, Yamato shall demand the necessary packing from the shipper or will undertake necessary packing at the expense of the shipper.
3. Notwithstanding the preceding two paragraphs, in response to a request from the shipper Yamato may undertake necessary packing at the expense of the shipper.

##### **Article 8 (Confirmation of Type and Nature of Goods)**

1. When Yamato accepts the goods, it will request the shipper to report the type and nature of the goods, and whether there are any goods which require special care in transport such as goods falling under Article 4, paragraph 2, sub-paragraphs 1 through 4 or precious goods (excluding those under Article 4, paragraph 2, sub-paragraphs 1 and 3), fragile goods (including PC and other electronic equipment; the same under Article 24, paragraph 2), or goods which are easily deteriorative or perishable.
2. When, in a case under the preceding paragraph, Yamato questions the type and nature of the goods declared by the shipper, it may make an inspection in the presence of the shipper and with its consent.
3. When, in the case where an inspection in accordance with the preceding paragraph has been performed, the type and nature of the goods are not different from that declared by the applicant, Yamato shall compensate for any damages arising as a result.
4. When, in the case where an inspection in accordance with paragraph 2 has been performed, the type and nature of the goods are different from that declared by the applicant, the applicant shall bear all the expenses incurred by Yamato in undertaking the inspection.

**Chapter 5      Delivery of Goods**

**Article 9      (Date for Delivery of Goods)**

Yamato shall deliver the goods on the date set out in the Estimate as the delivery date. The delivery date shall be notified to the shipper and consignee when the goods are accepted.

**Article 10      (Measures When the Consignee is Absent)**

1. In the case where there is a fear that the consignee will not be at the place for delivery on the day for delivery set out in the Estimate, the shipper will be requested in advance to report the name and contact information of a person to receive delivery of the goods in place of the consignee (“Substitute Recipient”).
2. In the case where the consignee is absent on the delivery date set out in the Estimate, delivery shall be deemed made to the consignee by delivery to the Substitute Recipient.

**Article 11      (Measures When Moving Cannot be Done)**

1. When the consignee or the Substitute Recipient (“Consignee, Etc.”) cannot be ascertained, or the Consignee, Etc., delay or refuse to receive the goods, or the goods cannot be received for some other reason, Yamato shall request to the shipper instructions for disposition of the goods within a reasonable period.
2. The shipper shall bear all expenses incurred in requesting instruction under the preceding paragraph and in undertaking the disposition in accordance with the instruction.

**Article 12      (Disposition of Goods That Cannot be Moved)**

1. When there is no instruction under paragraph 1 of the preceding Article even after a reasonable time, Yamato may entrust the goods to a warehouse company or deposit them with a court, or sell them at auction.
2. When a disposition in accordance with the preceding paragraph is undertaken, the fact thereof shall be notified to the shipper and consignee without delay.
3. Expenses incurred for the disposition under paragraph 1 shall be borne by the shipper.
4. When Yamato undertakes a sale by auction under paragraph 1, it shall apply all or part of the proceeds to the Freight Charges, Etc., and the expenses for the request for instructions and sale by auction, and when there is a deficit it shall make demand to the shipper, when there is an excess it shall return such excess to the shipper, or deposit with the relevant legal affairs bureau which administers the deposit.

**Chapter 6      Instructions**

**Article 13      (Instructions)**

1. The shipper shall be able to instruct Yamato to suspend transport, return, forward or otherwise dispose of the goods.
2. The right of the shipper under the preceding paragraph shall extinguish at the time of

delivery of the goods to the consignee.

**Article 14 (When Instruction is Not Followed)**

1. In the case where Yamato determines that a problem with transport may arise, it may not respond to an instruction under the provisions of paragraph 1 of the preceding article.
2. When an instruction will not be followed, notice shall be given to such effect to the shipper without delay.

**Chapter 7 Accidents, Etc.**

**Article 15 (Measures Upon an Accident, Etc.)**

1. When Yamato discovers the total loss of the goods, it shall notify the shipper without delay.
2. When Yamato discovers that a significant portion or all of the goods have been destroyed, or a significant portion has been damaged, or when it determines that delivery of the goods at the place set out in the Estimate will be later than the delivery date set out in the Estimate, it shall request from the shipper without delay instruction within a reasonable time for disposition of the goods.
3. When, in the case of the preceding paragraph, there is no time to wait for instructions or instructions do not come within the time determined by Yamato, Yamato may, at its discretion, for the benefit of the shipper, suspend transport of the goods, or return it, or change the transport route or method of transport, or take other appropriate measures.
4. When Yamato undertakes a disposition pursuant to the preceding paragraph, it shall notify the shipper without delay.
5. Notwithstanding the provisions of paragraph 2, in the case where Yamato determines that a problem with transport may arise, it may not respond to an instruction of the shipper.
6. When Yamato does not observe instructions pursuant to the preceding paragraph, Yamato shall notify the shipper thereof without delay.
7. When destruction of or damage to only a part of the goods is discovered, Yamato shall continue transport without requesting instruction from the shipper, and shall notify the shipper to such effect without delay.

**Article 16 (Disposal of Dangerous Items, Etc.)**

1. If, in the course of transport, Yamato becomes aware that that the goods are dangerous items, etc., which may cause damage to other goods, Yamato shall unload the goods or otherwise take measures to prevent the damage relating to transport.
2. The shipper shall bear the expenses incurred by Yamato in taking measures as set forth in the preceding paragraph.
3. When Yamato makes a disposition under the provisions of paragraph 1, it shall notify the shipper without delay.

**Article 17 (Issuance of Accident Certificate)**

When there is a request for a certificate in regard to the loss, damage, or delay of goods, Yamato will issue an accident certificate up to one year from the date of delivery of the goods (in the case of loss, from the delivery date set out in the Estimate).

## **Chapter 8      Freight Charges, Etc.**

### **Article 18      (Freight Charges and Fees)**

1. For the accepted transport, Yamato is entitled to receive the freight charges and other expenses which Yamato has reported to the Minister of Land, Infrastructure and Transport.
2. Yamato shall post the freight charges and fees it has reported under the preceding paragraph at its branch offices and other offices.
3. When Yamato provides supplemental services to requested transport, it shall be entitled to receive the fees for such services.

### **Article 19      (Collection of Freight Charges, Etc.)**

1. Yamato shall collect the Freight Charges, Etc., from the shipper by the method of payment set out in the Estimate when the goods are accepted.
2. Yamato shall request the Freight Charges, Etc., based on an invoice in which the following matters are set out:
  - (1) the name and/or trade name, address and telephone number of the person to be billed for the Freight Charges, Etc.;
  - (2) the name of place, location, and contact telephone number at the place of origin and destination;
  - (3) the total amount of the Freight Charges, Etc., and the contents of the work done and the estimated date;
  - (4) the trade name, address, and telephone number of Yamato, and contact number for inquiries;
  - (5) any other matters necessary for collection of the Freight Charges, Etc.
3. In regard to the items of the preceding paragraph, Yamato shall make the entries based on the content set out in the Estimate; provided that, in the case where there is a change in the content after the Estimate has been prepared, necessary amendment shall be made depending on the change to the content.
4. In the case of the proviso to the preceding paragraph, any revision to the total amount of Freight Charges, Etc., due to a difference between the actual Freight Charges, Etc., and those set out in the Estimate as a result of the change in content, shall be made on the basis of the following:
  - (1) in the case where the total of the Freight Charges, Etc., actually incurred is less than the total amount of Freight Charges, Etc., set out in the Estimate (“Estimated Freight Charges, Etc.”) revision shall be made to show the actually incurred Freight Charges, Etc., and relevant content of work done;
  - (2) in the case where the total of the Freight Charges, Etc., actually incurred is greater than the total amount of Estimated Freight Charges, Etc., revision

shall be made to show the actually incurred Freight Charges, Etc., and relevant content of work done only in the case where the change in the basis for calculation of the Estimated Freight Charges, Etc., is attributable to a cause of the shipper.

5. Notwithstanding the provisions of paragraph 1, Yamato may allow collection of the Freight Charges, Etc., from the consignee after delivery of the goods. In such case the provisions of paragraphs 2 to 4 shall apply.

**Article 20 (Accident, Etc., and Freight Charges, Fees)**

1. When Yamato has made a disposition under Article 13, paragraph 1, then it shall collect the freight charges, fees, and other expenses incurred for the disposition, and the Freight Charges, Etc., for transport already completed and supplemental services provided, which shall be calculated and the amount revised to the transported distance to the point where transport was provided.
2. When Yamato has made a disposition under Article 15, paragraphs 2 and 3, Yamato shall collect the freight charges, fees, and other expenses incurred for the disposition only in the case where the accident, etc., is attributable to the shipper, or arose as a result of the nature of or defect in the goods.
3. In the case where a part of the goods is destroyed or damaged, or delayed, but the requested transport is performed, the full amount of the Freight Charges, Etc., shall be collected.
4. In the case where all of the goods are destroyed under Article 15, paragraph 1, or when all or a significant portion of the goods is destroyed under paragraph 2, or a significant portion is damaged, Yamato shall collect the Freight Charges, Etc., for transport already completed and supplemental services provided, which shall be calculated and the amount revised to the transported distance to the point where transport was provided only in the case where the accident, etc., is attributable to the shipper, or arose as a result of the nature of or defect in the goods.
5. In the case where Yamato has already collected all or a part of the Freight Charges, Etc., for the goods in a case under Paragraphs 1, 2, and 4, then such shall be applied toward the full amount being collected by Yamato under paragraphs 1, 2, and 4, and in the case of any excess it shall be refunded.

**Article 21 (Termination Fee and/or Extension Fee)**

Yamato will not demand any termination fee or extension fee.

**Chapter 9 Liability**

**Article 22 (Liability and Proof, Etc.)**

Yamato shall be liable to compensate for loss of or damage to goods, or for delay, and shall promptly provide compensation, only in the case where Yamato cannot prove that Yamato or its employees or any other persons employed by it for transport service, used due care in packing, unpacking, receipt, delivery, storage and transport of the goods.

**Article 23 (Exemption)**

Yamato shall not be liable to compensate for loss of or damage to goods, or delay, resulting from any of the following events:

- (1) a defect in or natural wear and tear of the goods;
- (2) ignition, explosion, rot, mold, decay, change in color, rust or any other similar event, caused by the nature of the goods;
- (3) labor slowdown or strike, social unrest or any other incidents, or robbery;
- (4) fire from cause outside control;
- (5) unforeseeable extraordinary hazard to traffic conditions;
- (6) earthquake, tidal wave, tidal surge, flood, storm, landslide, avalanche or other natural disaster;
- (7) suspension of transport, unsealing, condemnation, attachment or surrender to any third person pursuant to laws or regulations or the exercise of public authority; or
- (8) willful or negligent act of shipper or consignee.

**Article 24 (Special Rule for Goods Subject to Restricted Acceptance, Etc.)**

1. Yamato shall be liable to compensate for loss, damage, or delay, for goods falling under the items of Article 4, paragraph 2, sub-paragraphs 1 through 4, only in the case where Yamato accepted the goods with knowledge of the fact.
2. In regard to any goods which require special care in transport such as precious items, fragile items, or goods which are easily deteriorative or perishable (excluding those set out in the items of Article 4, paragraph 2, sub-paragraphs 1 through 4), in the case where the shipper has not made a declaration of existence under Article 8, paragraph 1, and Yamato was not negligent in not knowing such fact, Yamato shall not be liable to compensate for damages for the loss, or damage to the goods, or to loss, damage, or delay, to other goods, as a result of not taking special care in transport of the goods.

**Article 25 (Special Event of Extinction of Liability)**

1. The liability of Yamato for partial loss or damage to goods shall expire three months from the day of delivery of the goods, unless a notice is issued within that period.
2. The provision of the preceding paragraph shall not apply in the case where Yamato delivered the goods with knowledge of the damage.

**Article 26 (Amount of Compensation for Damages)**

1. Yamato shall compensate for damages directly arising from the loss of or damages to the goods.
2. In regard to damages arising from delay, Yamato shall compensate in accordance with the following items:
  - (1) when the goods are not received on the reception date set out in the Estimate,



- compensation shall be paid for direct property damage incurred by the delay within the amount of the total Freight Charges, Etc.;
- (2) when the goods are not delivered on the delivery date set out in the Estimate, compensation shall be paid for direct property damage incurred by the delay within the amount of the total Freight Charges, Etc.;
  - (3) when both item (1) and (2) occur at the same time, compensation shall be paid for direct property damage incurred by the reception delay and delivery delay within the amount of the total Freight Charges, Etc.
3. Notwithstanding the provisions of the preceding paragraphs, when the reception delay and/or delivery delay arise as a result of the willful act and/or gross negligence of Yamato, it shall compensate for all damages incurred.

**Article 27 (Prescription)**

1. The liability of Yamato for loss, damage, or delay of goods shall cease by prescription one (1) year after the date when the consignee, etc., has received the goods.
2. In the case of a total loss of the goods, the period in the preceding paragraph shall be calculated from the delivery date set out in the Estimate.
3. The provisions of the preceding two (2) paragraphs shall not apply to the case where Yamato knew of the damage but did not declare it to the consignee.

**Article 28 (Liability in the Case of Connecting Transport and Utilizing Transport)**

Even if Yamato transports goods in cooperation with any other facilities for transportation or by utilizing any other freight truck transportation company or any other facilities for transportation, Yamato shall assume liability for transport in accordance with these Terms and Conditions.

**Article 29 (Liability for Compensation of Shipper and/or Consignee)**

The shipper and/or consignee, etc., shall assume liability to compensate Yamato for damages incurred by Yamato due to its willful act or negligence, or due to the nature of or a defect in the goods; provided that this shall not apply in the case where the shipper and/or consignee, etc., without negligence, had no knowledge of the nature of or the defect in the goods, or when Yamato knew of such nature or defect.

**Notes 1**

**Contents of Service**

1. For the Moving Charter Bin service of Yamato, the person in charge shall first provide an estimate free of charge.
2. The Moving Charter Bin service of Yamato is a move that includes the following service:
  - (1) vehicle and driver will be provided.
3. For the Moving Charter Bin service of Yamato, the following supplemental services are optional services provided for a fee:

- (1) provision of packing materials;
- (2) packing work at the old residence;
- (3) loading and unloading work;
- (4) clean up of old residence;
- (5) temporary storage (limited to a period longer than one week);
- (6) loading and unloading of piano;
- (7) loading and unloading of bonsai (盆栽);
- (8) installation and removal of antenna, air conditioning and heating equipment, etc.;
- (9) home cleaning;
- (10) packing of art objects;
- (11) taking apart and assembling furniture;
- (12) loading and unloading of automobile;
- (13) agent for paperwork procedures;
- (14) acceptance of furniture, household electronics and other recyclable items; provided that, for specially designated household electronics (items subject to the household electronics recycle law) are limited to those for which a recycle tag has been attached;
- (15) cleaning of new residence;
- (16) unpacking of goods at new residence.

## Notes 2

### Contents of Service

1. For the Half-day Move service of Yamato, the person in charge shall first provide an estimate free of charge.
2. The Half-day Move service of Yamato is a move that includes the following service:
  - (1) cardboard boxes for move will be loaned free of charge;
  - (2) large size furniture packing, loading/unloading, and placement work;
  - (3) one person will be provided as a wife helper to support the wife.
3. For the Half-day Move service of Yamato, the following supplemental services are optional services provided for a fee:
  - (1) provision of packing materials;
  - (2) packing work at the old residence;
  - (3) clean up of old residence;
  - (4) temporary storage (limited to a period longer than one week);
  - (5) loading and unloading of piano;

- (6) loading and unloading of bonsai (盆栽) ;
- (7) installation and removal of antenna, air conditioning and heating equipment, etc.;
- (8) home cleaning;
- (9) packing of art objects;
- (10) taking apart and assembling furniture;
- (11) loading and unloading of automobile;
- (12) agent for paperwork procedures;
- (13) acceptance of furniture, household electronics and other recyclable items; provided that, for specially designated household electronics (items subject to the household electronics recycle law) are limited to those for which a recycle tag has been attached;
- (14) cleaning of new residence;
- (15) unpacking of goods at new residence.