

**“Yamato Bin” “Household Goods TA-Q-BIN”  
“Single Person Moving Service”  
Terms and Conditions**

Kanto District Transport Bureau of Motor Truck Freight No. 40

Date of Approval: April 10, 2008

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**Chapter 1      General Provisions**

**Article 1      (Type of Service)**

1. Yamato shall engage in the business of transport of general freight by motor vehicle.
2. Yamato shall engage in business supplemental to that of the preceding paragraph.
3. Yamato shall engage in special mixed load parcel transport.
4. Yamato shall engage in transport utilizing a service by other freight truck transportation company.

**Article 2      (Scope of Application)**

1. These terms and conditions shall apply to “Yamato Bin”, “Household Goods TA-Q-BIN”, “Kuroneko Yamato Single Person Moving Service 2 M Box” undertaken by Yamato as the business of transport of general freight by motor vehicle.
2. Matters not stipulated by these transport terms and conditions shall be in accordance with laws and regulations and/or customary practices.
3. Notwithstanding the provisions of the preceding two paragraphs, Yamato may accept applications for special agreements to the extent not contrary to laws and regulations.

**Chapter 2      Transport Business**

**Section 1 Common Rules**

**Article 3 (Time of Acceptance)**

1. Yamato shall set the time to accept parcels and post it at the place of business.
2. When intending to change the time to accept parcels set forth in the preceding paragraph, Yamato shall post the new time to accept at the place of business in advance.

**Article 4 (Order of Transport)**

Yamato shall transport parcels in the order in which the application for transport is received; provided that, this shall not apply in the case of parcels subject to deterioration or perishable or for other legitimate reason.

**Article 5 (Delivery Period)**

1. The delivery period of Yamato for parcels shall be the period that is the total of the following number of days:
  - (1) Shipping Time: two days, including the day of acceptance of parcels;
  - (2) Transport Time: one day for each 170 kilometers of transport distance that is the basis for calculation of freight charges and fees; provided that, any fraction of a day shall be counted as one day; and
  - (3) Collection and Delivery Time: one day each for collection of parcels and delivery of parcels.
2. When delivery is made after expiration of the delivery period under the provisions of the preceding paragraph, it shall be deemed a late arrival.

**Section 2 Acceptance**

**Article 6 (Confirmation of Type and Character of Parcels)**

1. When there is a request of delivery of parcels, Yamato may ask the applicant to specifically describe a type and content of the parcels.
2. In the case described in the preceding paragraph, if there is any doubt about what the applicant describes the type and content of the parcels, Yamato may check them with the consent of the applicant and in the applicant's presence.
3. If Yamato makes a check of the contents of parcels in accordance with the provision of the preceding paragraph, Yamato shall compensate the damages incurred by the check, only when the said check has shown that there is no difference between the substance of the type and content of the parcels and what the applicant has described.
4. If Yamato makes a check of the contents of parcels in accordance with the provision of paragraph 2, the applicant shall bear the expenses for the check, only when the said check has shown that there is any difference between the substance of the type and content of the parcels and what the applicant has described.

**Article 7 (Denial of Acceptance)**

In a case falling under any of the following items, Yamato may deny acceptance of transport:

- (1) when the shipping request does not comply with these Terms and Conditions;
- (2) when the applicant fails to make the declaration under paragraph 1 of the preceding article or does not give permission for an inspection under paragraph 2 of the same article;
- (3) when there are no appropriate facilities for the transport;
- (4) when, in respect of the transport, a special burden is being requested by the applicant;
- (5) when the transport violates laws and regulations, or public order, or good moral;
- (6) when there is a natural disaster or other unavoidable event; or
- (7) when it is a parcel the content of which includes personal information of multiple persons.

**Article 8 (Waybill, Etc.)**

1. When requested by Yamato, shipper shall submit for each parcel a waybill signed or sealed and setting out the following matters:
  - (1) product name, quality and weight or volume of the parcel, together with the type and number of the packages;
  - (2) the place of collection and delivery and/or origin and destination (including, for an apartment complex, apartment or other high rise building, the name and telephone number);
  - (3) each type of transport;
  - (4) matters relating to payment of freight charge, fees, advances, and other expenses (“Charges, Fees, Etc.”);
  - (5) name and/or trade name, address and telephone number of shipper and consignee;
  - (6) place and date of preparation of waybill;
  - (7) for expensive items, the type and value of the goods;
  - (8) when collection of the price of the good is entrusted, a statement to such effect;
  - (9) when transport insurance is requested, a statement to that effect; and
  - (10) such other matters as are needed for the transport of the parcel.
2. When Yamato does not request submission of a waybill set out in the items of the preceding paragraph, shipper shall declare the items of the preceding paragraph to Yamato.

**Article 9 (Expensive and Valuable Items)**

1. Expensive items for the purpose of this Agreement shall be the following:

- (1) coins, paper money, bank certificates, revenue stamps, postal stamps and national bond certificates, share certificates, bonds, gift certificates, other securities, together with gold, silver, platinum, other precious metals, iridium, tungsten, and other semi-precious metals, garnet, ruby, emerald, amber, pearls and other jewels, ivory, tortoise shell, coral and other such products;
  - (2) art objects and antiques; and
  - (3) containers and other items which, including the packing, are worth more than JPY20,000 per kilogram (excluding animals).
2. Calculation of price per kilogram under item (3) of the preceding paragraph shall be made for each parcel.
  3. Valuable items for the purposes of these terms and conditions of transport shall mean the items set out in items (1) and (2) of paragraph 1.

**Article 10 (When the Type, Etc., of Transport is Unknown)**

In the case where the shipper does not clarify the type of transport and other matters needed for transport when making application for transport, Yamato shall transport the parcel in the manner most beneficial to the shipper.

**Article 11 (Packing)**

1. Shipper shall pack the parcel appropriately for transport, depending on the character, weight, volume, transport distance, and type of transport.
2. When the packing is insufficient, Yamato shall demand the necessary packing.
3. Even for a parcel that is not packed sufficiently, Yamato may accept the transport when it is found that no harm will occur to other parcels and the shipper agrees in writing that it shall be liable for any damages due to such incomplete packing.

**Article 12 (Outer Package Label)**

1. Shipper shall indicate in an easy to read manner on the outside of the parcel the following matters; provided that, this shall not apply to those matters which Yamato indicates are not needed:
  - (1) name and/or trade name and address of shipper and consignee;
  - (2) name of good;
  - (3) quantity; and
  - (4) such other matters as are needed for the handling in transport.
2. When Yamato allows, the shipper shall be able to replace the outer package indication under the preceding paragraph with a packing label that sets out the matters in the items of the preceding paragraph.

**Article 13 (Issuance of Parcel Receipt)**

In the case where Yamato issues a consignment sheet at the request of the shipper, it shall issue such after all parcels have been received; provided that, it shall not be issued in respect of parcels under the following items:

- (1) valuable or dangerous goods;
- (2) plants, seedling, and fresh flowers;
- (3) animals;
- (4) live fish or shellfish and other items easily spoiled or rotted;
- (5) liquids (excluding sake, vinegar, soy sauce, beverages, and oils that are not flammable or likely to cause a fire);
- (6) dirty items;
- (7) parcels for which collection of the price of the goods has also been entrusted; or
- (8) unpacked stacked parcels.

**Article 14 (Transport of Animals, Etc.)**

When Yamato accepts transport of animals and other parcels requiring special handling, it may request the following to the shipper or consignee:

- (1) to designate the day and time for pickup or acceptance and for delivery;
- (2) to provide an attendant during the transport.

**Article 15 (Special Rules for Dangerous Items)**

In regard to parcels that might explode, catch fire or other wise pose a danger to transport, the fact thereof shall be declared to Yamato in advance and such fact shall be noted on the outside of the parcel in a clear and conspicuous place.

**Article 16 (Connecting Transport and Utilization Transport)**

To the extent not prejudicial to the shipper's interests, Yamato may transport the accepted parcels 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.

**Section 3 Loading and Unloading**

**Article 17 (Loading and Unloading)**

1. Yamato shall take responsibility for loading and unloading of parcels.
2. Sheet, rope, wood crating, padding, and other packing materials, excluding those which a person engaged in the business of motor vehicle freight transport usually would have on hand, shall be borne by the shipper and/or consignee.

**Section 4 Acceptance and Delivery of Parcels**

**Article 18 (Place, Etc., of Acceptance and Delivery)**

1. Yamato shall accept a parcel from the shipper or person designated by the shipper at the place set out on the waybill, or declared as the place of collection or origin, and shall deliver the parcel to the consignee or person designated by the consignee at the place set out on the waybill, or declared as the place of distribution or destination.
2. In the case where Yamato has been requested by the shipper to act in the manner prescribed by Yamato, the date for delivery of the parcel and the place of delivery may be changed; provided that, this shall not apply to a parcel that is clearly marked to the effect that forwarding is not needed on its outer package or waybill in an easily seen location.

**Article 19 (Delivery to Caretaker, Etc.)**

In the case of any of the following items, Yamato shall be deemed to have made delivery to the consignee upon delivery of the parcel to the person set out in each item:

- (1) In the case where the consignee is not at the place for delivery, a person living at the same location, and/or employee, or other similar person; or
- (2) In the case where the place for delivery is a ship, dormitory, inn, etc., the caretaker or similar person.

**Article 20 (Exercise of Retained Right)**

1. Yamato shall not deliver the parcel until it has received payment of the freight charge, fees, and/or price for the goods that it should receive in respect of the transport.
2. When the shipper is a merchant and it has not paid the freight charges, fees, etc., by the due date under the transport agreement entered into with Yamato for its business, Yamato may not deliver the parcel to the place designated by the shipper in the agreement.

**Article 21 (Refundable Character of Parcel Receipt)**

1. When Yamato has issued a consignment sheet, it shall not exchange the parcel except for the consignment sheet.
2. When the holder of the consignment sheet loses it, such person shall make a public notice and show that it is the proper holder of the consignment sheet, and provide suitable collateral, otherwise Yamato cannot deliver the parcel.
3. Collateral under the preceding paragraph shall be returned after confirmation of a court judgment excluding third parties' rights on the parcel.

**Article 22 (Warning of Instruction)**

1. In the case where the consignee cannot be ascertained, Yamato may give notice to the shipper without delay of the need for instructions on handling measures for the parcel, specifying a reasonable period.
2. In the following cases, Yamato may give notice to the consignee without delay of the need to receive the parcel specifying a reasonable period, and after passage of such time may again give notice as in the preceding paragraph to the shipper in the same content:

- (1) when there is a dispute regarding delivery of the parcel; or
- (2) when the consignee delays in receiving the parcel or refuses, or cannot for some other reason receive the parcel.

**Article 23 (Entrustment of Parcel that Cannot be Delivered)**

1. In the case where the consignee cannot be ascertained or in a case under the items of paragraph 2 of the preceding article, Yamato may entrust the parcel, at the expense of the consignee, to a warehouse.
2. When Yamato entrusts the parcel in accordance with the preceding paragraph, it shall notify the shipper and consignee thereof without delay.
3. In the case where Yamato has entrusted a parcel in accordance with the provisions of paragraph 1, and has caused a warehouse receipt to be issued, it may substitute delivery of the receipt for delivery of the parcel.
4. In the case where delivery has been requested of a parcel that was entrusted in accordance with the provisions of paragraph 1, when Yamato has caused a warehouse receipt to be issued for the parcel, it shall be able to retain the warehouse receipt until it receives payment of the freight charge, fees, etc., and costs of the warehouse.

**Article 24 (Deposit of Parcel that Cannot be Delivered)**

1. In the case where Yamato cannot ascertain the consignee or in a case under the items of paragraph 2 of Article 22, it may deposit the parcel with the relevant legal affairs bureau which administers the deposit.
2. When Yamato deposits the parcel under the preceding paragraph, it shall notify the shipper and consignee without delay.

**Article 25 (Sale by Auction of Parcel that Cannot be Delivered)**

1. When the shipper fails to give instructions in a case where Yamato has requested a instruction to the shipper in accordance with the provisions of Article 22, it may sell by auction the parcel.
2. When Yamato has made a sale by auction in accordance with the preceding paragraph, it shall notify the shipper and consignee thereof without delay.
3. When Yamato has made a sale by auction in accordance with paragraph 1, it shall apply all or part of the proceeds to freight charges, fees, etc., and the expenses needed for the request for instructions and sale by auction, and when there is a deficit it shall make demand to the shipper and consignee, and when there is an excess it shall return such excess to the shipper or deposit it with the relevant legal affairs bureau which administers the deposit.

**Article 26 (Voluntary Sale of Parcel that Cannot be Delivered)**

1. In the case where Yamato cannot ascertain the consignee or in a case under the items of paragraph 2 of Article 22, and the parcel is easily perishable or deteriorates and there is no time to take the procedures under Article 22, then it may sell the parcel with the

attendance of a fair third person without taking such procedures.

2. The provisions of paragraphs 2 and 3 of the preceding Article shall apply to a sale under the preceding paragraph.

## **Section 5            Instructions**

### **Article 27            (Right to Dispose Parcel)**

1. The shipper and/or the person holding a consignment sheet shall be able to instruct Yamato to suspend transport, return, forward or otherwise dispose of the parcel.
2. The right of the shipper under the preceding paragraph shall extinguish at the time the consignee requests delivery of the parcel after arrival at the destination.
3. When Yamato requests it in the case of an instruction under paragraph 1, a written instruction shall be submitted.
4. In the case where a person holding a consignment sheet wishes to give an instruction under paragraph 1, it shall submit the consignment sheet.

### **Article 28            (When Instruction 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 and/or person holding the consignment sheet without delay.

## **Section 6            Accidents**

### **Article 29            (Measures in the Event of an Accident)**

1. In any of the following case, Yamato shall without delay request instruction from the shipper and/or consignment sheet holder within a reasonable time:
  - (1) when material damage, injury, or other damage to the parcel is discovered;
  - (2) when adherence to the initial transport route and/or method of transport becomes impossible; or
  - (3) when it becomes necessary to suspend transport for a significant period of time.
2. When, in the case of each of the items 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 and/or the holder of the consignment sheet, suspend transport of the parcel, or return it, or change the transport route or method of transport, or take other appropriate measures.
3. The provisions of the preceding article shall apply to an instruction pursuant to the provisions of paragraph 1.

### **Article 30            (Disposal of Dangerous Goods, Etc.)**

1. In regard to a parcel for which there is a possibility of explosion, catching fire, or other

event posing danger to transport that has not been declared and marked pursuant to the provisions of Article 15, Yamato shall be able to, at any time, unload and abandon or otherwise take any measure to avoid the danger to transport. The same shall apply even in the case where a declaration and indication in accordance with Article 15 have been made if such parcel is posing potential damage to other parcels.

2. The costs of a disposition under the first part of the preceding paragraph shall all be borne by the shipper.
3. When Yamato makes a disposition under the provisions of paragraph 1, it shall notify the shipper without delay.

### **Article 31 (Issuance of Accident Certificate)**

1. When there is a request for a certificate of loss of all of a parcel, Yamato will issue an accident report only up to one month after the date of expiration of the delivery period for the parcel.
2. When there is a request for a certificate regarding the quantity, condition, or date of delivery of a parcel partially destroyed, damaged or delayed, Yamato will issue an accident report only on the date of the delivery of the parcel; provided that, in the case of special circumstances, it may issue such certificate even after the date of delivery of the parcel.

## **Section 7 Freight Charges and Fees**

### **Article 32 (Freight Charges and Fees)**

1. Freight charges and fees, together with the method of application, shall be in accordance with a freight charges and fees chart separately decided by Yamato.
2. Freight charges and fees, together with the method of application, for individuals (excluding those for persons who are party to a transport agreement as a business or for business) shall be displayed at the sales offices and other offices.

### **Article 33 (Method of Collection of Freight Charges, Fees, Etc.)**

1. Yamato shall receive freight charges, fees, etc., from the shipper by the time it accepts the parcel.
2. When the amount of freight charges, fees, etc., is not fixed in the case of the preceding paragraph, an estimated amount shall be received in advance and after the freight charges, fees, etc., are fixed any excess shall be refunded to the shipper or the shipper shall be charged for any deficiency.
3. Notwithstanding the provisions of paragraph 1, Yamato may allow collection of the freight charges, fees, etc., to be made from the consignee by the time of delivery of the parcel.

### **Article 34 (Delay Charge)**

When the shipper or consignee have not paid the freight charges, fees, etc., by the time of delivery of the parcel, Yamato may demand payment of delay charges at the annual rate of

14.5% on the amount of the freight charges, fees, etc., for the period from and including the day after the date of delivery until and including the date of payment in full.

**Article 35 (Right to Demand Freight Charges)**

1. When all or a part of the parcel is destroyed by natural disaster or other unavoidable event, or for a reason attributable to the responsibility of Yamato, Yamato will not demand the freight charges, fees, etc. In this case, when Yamato has already collected all or a part of the freight charges, fees, etc., it shall refund them.
2. When all or a part of the parcel is destroyed due to its character or a defect or a reason attributable to the responsibility of the shipper, Yamato shall collect the freight charges, fees, etc., in full.

**Article 36 (Accident, Etc., and Freight Charges, Fees)**

When Yamato has made a disposition under Article 27 and 28, then in depending on the disposition, or depending on the ratio of transport already completed, it shall collect the freight charges, fees, etc.; provided that, in the case where all or a part of the freight charges, fees, etc., for the parcel has been collected, then payment of any deficiency shall be demanded to the shipper or consignee, and when there is any excess, such shall be refunded to the shipper or consignee.

**Article 37 (Suspension Handling Fee)**

1. In the case where transport is suspended in compliance with an instruction, Yamato may demand a suspension handling fee, other than when the cause is not attributable to the shipper or holder of a consignment sheet; provided that, this shall not apply in the case where the shipper or holder of consignment sheet suspends the transport by the day before the day when the parcel is to be loaded.
2. The suspension handling fee under the preceding paragraph shall be as in the following items:
  - (1) for a mixed parcel transport, JPY500 per transport agreement; or
  - (2) for a dedicated parcel transport, JPY3,500 per vehicle in the case of an ordinary motor vehicle being used, and JPY2,500 per vehicle in the case where a compact motor vehicle is used.

**Section 8 Liability**

**Article 38 (Commencement of Liability)**

Liability of Yamato for destruction of or damage to the parcel will commence at the time the parcel is accepted from the shipper.

**Article 39 (Liability and Proof)**

Yamato shall be liable to compensate for damages for the destruction, damage, or delay of the parcel only when Yamato cannot prove that Yamato or its employee or other person used for transport used due care in the acceptance, delivery, storage, and transport of the parcel.

**Article 40 (Liability for Container Parcel)**

Notwithstanding the provisions of the preceding Article, in regard to destruction or damage where the method, etc., of unloading the parcel for a parcel packed in a container falls under one of the following items, a person wishing to make a claim for damages compensation against Yamato must prove that the damage was the result of a willful act or negligence of Yamato or its employee or other person used for transport:

- (1) the fact that the parcel was loaded by the shipper; or
- (2) the fact that it arrived with no abnormality to the seal on the container.

**Article 41 (Liability for Transport of Parcel Needing Special Supervision)**

In the case of an attendant being provided under Article 14, subparagraph 2, in regard to the transport of animals or other parcel needing special supervision, Yamato shall not be liable for the special supervision of the parcel.

**Article 42 (Liability of Shipper for Application, Etc.)**

Yamato is not able to easily know the content of a parcel, and when it enters the name of the parcels, the quality, the weight, the volume, or the price on the transport acceptance, the notice of shipment of parcel, etc., based on the entries on the waybill or the application of the shipper, it shall not be liable for such entries.

**Article 43 (Liability for Incompleteness, Etc., of Entries on Waybill, Etc.)**

1. Yamato shall not be liable for any damage arising from an inaccuracy and/or incompleteness in the entries to the waybill or indication on the outer packaging, or in the application of the shipper.
2. When, in a case under the preceding paragraph, Yamato incurs damages the shipper shall compensate for such damages.

**Article 44 (Exemption)**

Yamato shall not be liable for compensation for damages due to the destruction, damage, delay or other damage to the parcel for any of the following reasons:

- (1) defect in the parcel, natural wear, insect damage, or rodent damage;
- (2) due to the nature of the parcel it catches fire, explodes, leaks, molds, rots, changes color, rusts, or any other similar event;
- (3) union strike, union slowdown, social unrest, or other change of circumstances or robbery;
- (4) fire by act of god;
- (5) earthquake, tidal wave, high tide, flood, strong wind and rain, avalanche, mud slide, and other natural disaster;
- (6) prohibition of transport, opening of seal, requisition, attachment, or delivery

to a third person pursuant to exercise of law or regulation or public power; or

(7) willful act or negligence of shipper or consignee.

**Article 45 (Special Rule for Valuable Goods)**

In regard to valuable goods, Yamato shall not bear any liability for compensation of damages unless the shipper clearly declares the type and value in making an application.

**Article 46 (Special Event of Extinction of Liability)**

1. The liability of Yamato for partial loss or damage to a parcel shall extinguish at the time of acceptance of the parcel by the consignee without reservation; provided that, this shall not apply in the case of damage or partial destruction of the parcel which cannot be discovered immediately, and for which notice is given to Yamato within two (2) weeks after the date of delivery of the parcel.
2. The preceding paragraph shall not apply in the case where there is malice on the part of Yamato.

**Article 47 (Amount of Damages Compensation)**

1. The amount of damages in the case where the parcel is totally destroyed shall be decided on the basis of the value at the destination on the day when the parcel should have arrived.
2. The amount of damages in the case of partial destruction or damage to the parcel shall be decided on the basis of the difference in value at the destination on the day of delivery between the parcel as delivered on the day of delivery and of the parcel when it was not partially destroyed or damaged.
3. The freight charges, fees, etc., that do not need to be paid by the shipper and/or the consignee as a result of the loss of the parcel pursuant to Article 35, paragraph 1, shall be deducted from the damages amount in the preceding two paragraphs.
4. When there is a dispute about the value at the destination of the parcel or the amount of damages in the case of paragraph 1 or 2, the amount shall be decided by a fair third person appraisal or evaluation.
5. The amount of damages in the case of a delay in arrival of the parcel shall be limited to the total of the freight charges, fees, etc.

**Article 48**

Notwithstanding the provisions of the preceding article, when the destruction, damage, or delay of the parcel arises as a result of the malice or gross negligence of Yamato, it shall compensate for all damages incurred.

**Article 49 (Prescription)**

1. The liability of Yamato shall cease by prescription one (1) year after the date when the consignee has received the parcel.

2. In the case of a total loss of the parcel, the period in the preceding paragraph shall be calculated from the date when the parcel should have been delivered.
3. The provisions of the preceding two (2) paragraphs shall not apply to the case where Yamato had malice.

**Article 50 (Liability in the Case of Utilized Transport)**

Even in the case where Yamato undertakes transport using transport provided by another parcel motor vehicle transport company or another transport facility, the responsibility for the transport shall be born by Yamato in accordance with these terms and conditions.

**Article 51 (Acquisition of Rights Based on Compensation)**

When Yamato compensates for the whole price of the parcel, Yamato shall acquire all rights relating to the parcel.

**Section 9 Connecting Transport**

**Article 52 (Through Waybill, Etc.)**

1. In the case where Yamato accepts transport of a parcel for connecting transport and undertakes the first transport (in the chapter, “Connecting Transport”) and Yamato requests the waybill, the shipper shall submit a waybill for the whole transport.
2. In the case where there is a request for a consignment sheet from the shipper in a case of Connecting Transport, Yamato shall issue a consignment sheet in respect of the whole transport.

**Article 53 (Collection of Freight Charges, Fees, Etc.)**

1. In the case of Connecting Transport, Yamato shall collect the freight charges, fees, etc., for the whole transport until delivery is accepted.
2. Notwithstanding the provisions of the preceding paragraph, Yamato may allow the freight charges, fees, etc., for the whole transport to be collected from the consignee when the transport company doing the final transport makes delivery of the parcel.
3. When the amount of freight charges, fees, etc., in the case of paragraph 1 is not certain, the provisions of Article 33, paragraph 2, shall apply.

**Article 54 (Right of Intermediary Transporter)**

In the case of Connecting Transport, the transporting companies after Yamato shall exercise rights in place of Yamato.

**Article 55 (Basic Rule on Liability)**

In the case of Connecting Transport, Yamato shall be liable for compensation of damages jointly and severally with the other transport company in respect of destruction, or damage to the parcel or delay in delivery.

**Article 56 (Application of Transport Terms and Conditions, Etc.)**

In the case of Connecting Transport, the transport undertaken by other transport companies shall be in accordance with the transport terms and conditions or the rules relating to transport of such other transport company; provided that, in regard to a claim for compensation for damages in a case where the damage arises from destruction, damage or delay of the parcel and it is not clear which transporter caused the damage, these transport terms and conditions shall apply.

**Article 57 (Delivery Period)**

The delivery period in the case of Connecting Transport shall be the period obtained by adding one (1) day for each single transport period to the total period derived by adding the delivery period for each transport company as calculated in the transport terms and conditions or the rules for transport of each transport company.

**Article 58 (Handling of Damages Compensation Procedures)**

In the case of Connecting Transport, the damages compensation for destruction, damage, or delay of a parcel, the extent of damage shall be investigated by the transport company which receives the demand and then the amount of damages that is decided shall be paid.

**Article 59 (Reservation of Right to Claim Compensation for Damages)**

A reservation or notice under Article 46, paragraph 1, in the case of Connecting Transport can be made against any transport company that undertook the transport.

**Chapter 3 Supplemental Services**

**Article 60 (Supplemental Services)**

1. In the case where Yamato accepts collection of price of goods, advance of packing costs, packing of parcel, sorting, storage, and other duties supplemental to parcel motor vehicle transport business (“Supplemental Services”), it shall collect the expenses actually needed.
2. In regard to Supplemental Services, the provisions of Chapter 2 shall apply to the extent allowed by the nature thereof and except as otherwise provided.

**Article 61 (Collection of Price of Goods)**

1. Any addition to or change in the collection of the price of goods shall be allowed only prior to the shipment of the parcel.
2. In the case where the shipper cancels the entrustment of the collection of the price of goods or the subject collection of the price of goods becomes impossible for a reason attributable to the shipper or consignee after shipment of the parcel for which Yamato has been entrusted to collect the price of the goods, the fee for the collection of the price of goods shall not be refunded.

**Article 62 (Insurance)**

1. At the time of an application for transport, Yamato shall undertake to enter into a policy of transport insurance at the expense of the shipper, when the shipper has consented to the proposal by Yamato.
2. The premium rate and other matters relating to transport insurance shall be displayed in the sales offices.

April 2008

Yamato Transport Co., Ltd.

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