

NEKOPOST Terms and Conditions

Yamato Transport Co., Ltd.

Kanto District Transport Bureau Motor Truck Freight No. 3469 Date of Approval: April 1, 2019

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Chapter I. General Provisions

(Scope)

Article 1.

1. The “NEKOPOST” service carried out by Yamato Transport Co., Ltd. (hereinafter referred to as “Yamato”) means a transportation service where the parcel is placed in a mailbox, etc. at the delivery destination stated on the waybill without the need of a receipt stamp. These Terms and Conditions shall apply to transportation of parcels through the NEKOPOST service.
2. Any matters not provided for in these Terms and Conditions shall be governed by laws or general practice.
3. Notwithstanding the provisions of the preceding two paragraphs, Yamato may accept offers of special agreements to the extent that it does not violate laws.

Chapter II. Transportation Business

Section 1. General Rules

(Date and Time of Acceptance)

Article 2.

1. Yamato shall set dates and hours to accept parcels and post it at its branch offices and other offices.
2. When changing the dates and hours to accept parcels set forth in the preceding paragraph, Yamato shall post the new date and time at its branch offices and other offices in advance.

(Order of Transportation)

Article 3.

As a general rule, Yamato shall transport parcels in the order in which it receives a request for transportation.

(Date of Delivery of Parcels)

Article 4.

1. Yamato shall deliver parcels by the date set forth in the following paragraph (hereinafter referred to as “Scheduled Delivery Date of Parcel”); provided, however, that Yamato may deliver the same on the day following the Scheduled Delivery Date of Parcel due to traffic conditions or obstacles to the business of Yamato:
2. The day on which the number of days obtained by calculating, on the basis of the transportation distance of the parcel as set out below has elapsed from the day on which Yamato receives a parcel from the consignor (hereinafter referred to as “Parcel Receipt Day”) (or if the place where Yamato accepts transportation or the delivery destination is located in any of the isolated islands, mountainous areas or the like prescribed and specified by Yamato, on the day on which a reasonable number of days have elapsed from the date of receipt of the parcel):
 - (1) for the first four hundred kilometers (400 km): two (2) days; and
 - (2) for each four hundred kilometers (400 km) of transportation distance exceeding the first four hundred kilometers (400 km): one (1) day.

Section 2. Acceptance of Transportation

(Waybill)

Article 5.

When accepting transportation of parcels, Yamato shall issue a separate waybill for every parcel stating the following information. In such case, the information referred to in items (1) through (4) shall be entered by the consignor and the information referred to in items (5) through (7) shall be entered by Yamato:

- (1) name or company name, postal code and address of the consignor;
 - (2) name or company name of the consignee, and the postal code and address of the delivery destination;
 - (3) contents of the parcel;
 - (4) special cautions for transportation (classification of the nature of the parcel, such as fragile, perishable or decaying, and other necessary information shall be included);
 - (5) name of the transportation service;
 - (6) name of Yamato and contact telephone number; and
 - (7) other necessary information related to transportation of the parcel.
2. The waybill set forth in the preceding paragraph may be issued by electromagnetic means.

(Outer Package Label)

Article 6.

When receiving a parcel, Yamato shall affix on the outer packing of the parcel a label stating the information listed in items of Article 5, paragraph 1 (except for information which Yamato determines to be unnecessary), and other necessary information.

(Confirmation of the Type and Nature of Parcels)

Article 7.

1. Upon receiving a request for transportation of a parcel, Yamato may require the consignor to inform it of the type and nature of such parcel.
2. In the case referred to in the preceding paragraph, if there is any doubt about what the consignor informed regarding the type and nature of the parcel, Yamato may inspect them with the consent of the consignor and in its presence.
3. In the case where Yamato has inspected a parcel pursuant to the provision of the preceding paragraph, if the inspection has shown that there is no difference between the type and nature of the parcel and what the consignor has informed, Yamato shall compensate for any damages arising from the inspection.

4. In the case where Yamato has inspected a parcel pursuant to the provision of paragraph 2, if the inspection has shown that there is a difference between the type and nature of the parcel and what the consignor has informed, the consignor shall bear the expenses for such inspection.

(Packing)

Article 8.

1. The consignor shall pack the parcel in a manner suitable for transportation in accordance with the nature, size and weight, etc. of the parcel.
2. If the packing of a parcel is not suitable for transportation, Yamato shall request that the consignor pack the parcel as required, or pack the parcel as required at the expense of the consignor.

(Refusal)

Article 9.

Yamato may refuse to accept transportation of parcels if any of the following applies:

- (1) the relevant transportation request does not comply with these Terms and Conditions;
- (2) the consignor fails to state any necessary information on the waybill, to inform pursuant to the provision of Article 7, paragraph 1, or to give its consent to an inspection pursuant to the provision of Article 7, paragraph 2;
- (3) the parcel is found to be unsuitable for such transportation;
- (4) there are no facilities, etc. suitable for such transportation;
- (5) the consignor demands that Yamato bear a special obligation in relation to such transportation;
- (6) the transportation violates the provisions of laws, is detrimental to public order or injurious to public morals, such as transportation or transportation of private letter correspondence that is found to encourage the activities of an organized crime group (hereinafter referred to as "Organized Crime Group") stipulated in Article 2, item (ii) of the Act on the Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991; hereinafter referred to as "Anti-Organized Crime Group Act"), or to contribute to the operation of an Organized Crime Group;
- (7) the consignor or the consignee falls under any of the following:
 - (a) it is found to be an Organized Crime Group, a member of an Organized Crime Group stipulated in Article 2, item (vi) of the Anti-Organized Crime Group Act (hereinafter referred to as "Organized Crime Group Member"), an associate member of an Organized Crime Group, a person affiliated with an Organized Crime Group or any other antisocial force;
 - (b) it is found to be a juridical person or any other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member;
 - (c) it is a juridical person who is found to have any officer who is an Organized Crime Group Member; or
 - (d) it is found to be a person who commits a criminal act such as assault or intimidation or makes an unreasonable demand to Yamato (in the case of the consignee, including a person who is determined by Yamato to have an extremely high probability of committing a similar act).
- (8) there is a natural disaster or other unavoidable reason;
- (9) the parcel is any of the following items:
 - (a) explosives or other hazardous materials, perishable or decaying items, narcotics, unsanitary objects or any similar objects that are likely to cause damage to other parcels;
 - (b) parcels specifically determined by Yamato;
 - (i) cash and checks, bills, stock certificates and other securities;
 - (ii) documents, etc., which are difficult to reissue (examination admission cards, passports, and vehicle inspection certificates);

- (iii) manuscripts, original drawings, tapes, and films which are impossible to reproduce;
 - (iv) credit cards, cash cards, and other cards;
 - (v) remaining ashes and memorial altars;
 - (vi) combustible, inflammable and volatile parcels, such as fireworks and thinners;
 - (vii) firearms and swords;
 - (viii) poisonous and toxic materials;
 - (ix) animals and plants; or
 - (x) items containing various pieces of personal information.
- (c) parcels with a package value exceeding 3,000 yen.

(Connecting Transportation or Consigned Forwarding)

Article 10.

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

Section 3. Loading or Unloading

(Loading or Unloading)

Article 11.

Yamato shall be responsible for loading or unloading parcels.

Section 4. Receipt and Delivery of Parcels

(Place to Receive and Deliver Parcels)

Article 12.

Yamato shall receive a parcel from the consignor or the person designated by the consignor at the designated place of pickup or shipment, and deliver it to the parcel drop box, newspaper box, mailbox or mail room, etc. at the address of the consignee indicated on the waybill (hereinafter referred to as "Parcel Drop Box", except for P.O. boxes).

(Delivery When Parcel Does Not Fit in the Parcel Drop Box)

Article 13.

If the parcel does not fit into the Parcel Drop Box of the delivery destination or is unable to be delivered to the Parcel Drop Box for any other reason, Yamato shall deliver it to the consignee at the relevant residential house, etc. of the delivery destination specified in the waybill.

(Measures to Be Taken in the Absence of Consignee, etc.)

Article 14.

1. In the case where Yamato is unable to deliver a parcel as stipulated in the preceding Article and if Yamato is unable to deliver it due to the absence of the consignee at the delivery destination, Yamato shall take custody of the parcel at any of its branch offices or other offices, etc. after giving the consignee a written notice to that effect and stating the date and time when Yamato attempted to deliver the parcel, the name of Yamato, the contact telephone number and other information necessary to deliver the parcel (hereinafter referred to as "Delivery Notice").
2. If there is no instruction from the consignee within seven (7) days from the date of posting the Delivery Notice, Yamato shall return such parcel to the consignor without delay.

(Delivery Destination Other Than Residential House)

Article 15.

If a parcel is delivered to a place other than a residential house, Yamato may deliver the parcel to an office, reception or Parcel Drop Box, etc. managed by the consignee's place of work or the organization to which the consignee belongs.

(Delivery to Two or More Consignees)

Article 16.

If a parcel is delivered to two or more consignees, Yamato shall deliver it to one of the consignees' Parcel Drop Boxes, etc.

(Delivery of Parcel to a Delivery Destination Where an Animal That Can Cause Bodily Injury to a Person Is Kept)

Article 17.

In the event that there is a possibility that the body of a person employed by Yamato for the delivery of parcels may be injured because a dog with a habit of biting people or other animals that can cause bodily injury to others are kept or their behavior is left unattended on the premises of the delivery destination, and when reasonable measures to prevent such danger are not taken, Yamato may not deliver the parcel addressed to the consignee who resides at the delivery destination.

(Measures in Case of Misdelivery)

Article 18.

If Yamato receives a notice of misdelivery regarding a parcel with the indication of Yamato, Yamato shall promptly pick up such parcel and deliver it to a Parcel Drop Box, etc. of the correct delivery destination.

(Completion of Delivery)

Article 19.

Yamato shall complete the delivery upon delivery to a Parcel Drop Box, etc. as prescribed in Articles 12, 15, 16 and 18 or delivery to the consignee as prescribed in Article 13.

(Forwarding)

Article 20.

If Yamato is unable to identify the name or company name of the consignee, or if the consignee's address is unknown or the consignee has moved, Yamato shall forward a parcel free of charge when the name or address is identified after investigation.

(Measures in Cases Where Yamato is Unable to Deliver)

Article 21.

1. If Yamato is unable to identify the consignee, determines after accepting the transportation of a parcel that the parcel falls under item (6) or (7) of Article 9, or is unable to deliver a parcel for any other reason, Yamato shall return such parcel to the consignor without delay without receiving any instructions from the consignor.
2. When returning a parcel pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor of the reason for return without delay.
3. If Yamato has returned a parcel in accordance with the provisions of paragraph 1, Yamato shall receive the full amount of its freight and rate, etc.; provided, however, that this shall not apply if the cause is attributable to Yamato. In such case, if Yamato has already received all or part of the freight and rate, etc., Yamato shall reimburse the same.

(Handling of Non-returnable Parcels)

Article 22.

1. If a parcel is to be returned to the consignor and Yamato is unable to return such parcel to the consignor because the consignor is unknown or for other reasons, Yamato may inspect it.
2. If the parcel cannot be delivered or returned to the consignor even after the inspection of such parcel pursuant to the provisions of the preceding paragraph, Yamato shall repair and take custody of such parcel.
3. When Yamato takes custody of such parcel in accordance with the provisions of the preceding paragraph, Yamato shall record the processing status of the parcel in order to promptly respond to a request for delivery of or an inquiry about such parcel.
4. In the event that a request for delivery of a parcel is not made within three (3) months from the date of commencement of taking custody pursuant to the provisions of paragraph 2, Yamato shall dispose of any parcel that is not valuable after shredding or taking other measures so that the contents written on such parcel cannot be read. In addition, Yamato may sell any valuables in such parcel which are likely to be lost or damaged or which require more cost than necessary for taking custody thereof, and Yamato shall apply the proceeds from such sale to the expenses incurred by Yamato in requesting delivery, and in taking custody and disposing of the parcel. If the proceeds exceed the expenses, Yamato shall retain the excess amount.
5. If there is no person requesting delivery of the parcel within one (1) year from the date of commencement of taking custody pursuant to the provisions of paragraph (2), any valuables other than those sold pursuant to the provisions of the preceding paragraph and the proceeds from the sale retained pursuant to the provisions of the preceding paragraph shall belong to Yamato.

Section 5. Instructions

(Instructions)

Article 23.

1. The consignor may give instructions to Yamato on cancellation of transportation, return, forwarding or other disposition of the parcel.
2. The consignor shall not be entitled to exercise its right set forth in the preceding paragraph when the delivery of a parcel is completed as set forth in Article 19 after the parcel arrives at the place of arrival.
3. The consignor shall bear the expenses incurred by Yamato in relation to disposing of the parcel in accordance with the instructions set forth in paragraph 1.

(Cases Where Yamato Does Not Observe Instructions)

Article 24.

1. Yamato may not observe instructions pursuant to the provisions of paragraph 1 of the preceding Article if Yamato considers that observing the instructions might pose an obstacle to transportation.
2. When Yamato does not observe instructions pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor thereof without delay.

Section 6. Accidents

(Measures in Case of Accidents)

Article 25.

1. When a loss of the parcel is discovered, Yamato shall notify the consignor thereof without delay.
2. When discovering significant damage to the parcel, or when the delivery of the parcel is significantly delayed beyond the scheduled delivery date, Yamato shall, without delay, request instructions from the consignor on the disposition of the parcel, specifying a reasonable period of time.
3. In the case set forth in the preceding paragraph, if there is no time to wait for instructions, or if there are no instructions within the period specified by Yamato, Yamato may, at its discretion, cancel transportation of,

return, change the transportation route or method of, or otherwise properly dispose of the relevant parcel, for the benefit of the consignor.

4. When disposing of the parcel pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor thereof without delay.
5. Notwithstanding the provisions of paragraph 2, Yamato may not observe instructions from the consignor if Yamato considers that observing the instructions would pose an obstacle to transportation.
6. When Yamato does not observe instructions pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor thereof without delay.
7. The expenses incurred by Yamato in requesting instructions and disposing of a parcel in accordance with the instructions as set forth in paragraph 2, or in disposing of the parcel pursuant to the provisions of paragraph 3 shall be borne by the consignor, if the damage of the parcel or a delay in delivery thereof is attributable to the consignor or due to the nature of or a defect in the parcel. Such expenses shall be borne by Yamato in other cases.

(Disposal of Hazardous Materials, Etc.)

Article 26.

1. If, in the course of transportation, Yamato becomes aware that the parcel falls under Article 9, item (9) (a), Yamato shall unload the parcel or otherwise take disposition necessary to prevent damage related to transportation.
2. The consignor shall bear all expenses incurred by Yamato in disposing of the parcel set forth in the preceding paragraph.
3. When disposing of the parcel pursuant to the provisions of paragraph 1, Yamato shall notify the consignor thereof without delay.

Section 7. Freight Charges and Rates

(Freight Charges and Rates)

Article 27.

1. With respect to the accepted transportation, Yamato shall be entitled to receive freight charges and other rates related to transportation which Yamato has reported to the Minister of Land, Infrastructure, Transport and Tourism (hereinafter referred to as "Freight Charges, etc.").
2. Yamato shall post Freight Charges, etc. at its branch offices and other offices.
3. Yamato shall not rebate any part of the received Freight Charges, etc.

(Method of Receipt of Freight Charges, Etc.)

Article 28.

1. When receiving parcels, Yamato shall be entitled to receive Freight Charges, etc. from the consignor.
2. In the case referred to in the preceding paragraph, if the amount of Freight Charges, etc. has not been determined, Yamato shall receive an advance of the estimated amount thereof and, after the amount of Freight Charges, etc. is determined, Yamato shall reimburse the excess or deficiency to the consignor or collect a sum of equivalent value.

(Late Charge)

Article 29.

In the event that the consignor fails to pay the Freight Charges, etc. set forth in the preceding Article, Yamato may charge a late payment fee at an annual rate of 14.5 percent for the period from the day following the date of delivery of the parcel to the Parcel Drop Box, etc. to the date of receipt of payment.

(Right to Claim Freight Charges)

Article 30.

1. If a natural disaster, other unavoidable event or any event attributable to Yamato causes a loss of, or serious damage to a parcel in whole or in part, Yamato shall not reimburse the Freight Charges, etc. In such case, if Yamato has already received all or part of the Freight Charges, etc., Yamato shall reimburse the same.
2. In the event that a parcel is lost or seriously damaged in whole or in part due to the nature of or a defect in the parcel, or any event attributable to the consignor, Yamato shall receive the full amount of its Freight Charges, etc.

(Accidents, Etc. and Freight Charges, Etc.)

Article 31.

In the case where Yamato has disposed of a parcel in accordance with the provisions of Articles 23 and 25, Yamato shall receive Freight Charges, etc. according to such disposition or in proportion to the rate of transportation already performed; provided, however, that in the case where Yamato has already received all or part of the Freight Charges, etc. for such parcel, if the amount of such Freight Charges, etc. is less than the amount to be received, Yamato shall demand payment of the shortfall from the consignor, and if the amount of such Freight Charges, etc. exceeds the amount to be received, Yamato shall reimburse the excess to the consignor.

(Cancellation Fee)

Article 32.

1. If Yamato complies with the instructions on cancellation of transportation, Yamato may charge a cancellation fee unless there is a reason which is not attributable to the consignor; provided, however, that in the case where the consignor gives instructions to cancel transportation, Yamato shall not charge the consignor if Yamato believes that there is no risk of causing a hindrance to the transportation.
2. The cancellation fee set forth in the preceding paragraph shall be the amount equivalent to the Freight Charges, etc. per transportation contract.

Section 8. Liability

(Commencement of Liability)

Article 33.

The liability of Yamato for loss of or damage to the parcel shall arise when Yamato receives the parcel from the consignor.

(Liability and Burden of Proof)

Article 34.

Yamato shall be liable to compensate for damages resulting from loss of or damage to a parcel, the cause of loss of or damage to the parcel, or a delay in delivery of the parcel during the period from receipt to delivery of such parcel, unless Yamato proves that it or its employees or any other persons employed by it for the transportation service did not fail to take care in receipt, transportation, storage and delivery of the parcel.

(Discharge from Liability)

Article 35.

Yamato shall not be liable to compensate for any damages caused by loss of, damage to, or a delay in delivery of a parcel resulting from any of the following events:

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

- (4) fire started due to reasons beyond control;
- (5) an earthquake, tsunami, tidal surge, flood, storm, landslide, avalanche or other natural disasters;
- (6) an unforeseeable extraordinary hazard to traffic conditions;
- (7) suspension of transportation, 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 by the consignor on a waybill, or other willful misconduct or negligence on the part of the consignor or the consignee.

(Special Provisions on Parcels subject to Restriction on Acceptance, etc.)

Article 36.

1. Yamato shall not be liable to compensate for damages resulting from loss of, damage to, or a delay in delivery of a parcel falling under Article 9, items (6) and (7).
2. Yamato shall not be liable to compensate for damages resulting from loss of, damage to, or a delay in delivery of a parcel falling under Article 9, item (9), if Yamato has accepted transportation without knowing the facts.
3. With respect to parcels requiring special attention during transportation, such as fragile, perishable or decaying items, if the consignor fails to state such nature of the parcel on the outer package label and Yamato is not aware of such fact, Yamato shall not assume any liability for damages resulting from any loss of, damage to or a delay in delivery of the parcel arising from the failure to pay special attention during transportation.

(Special Grounds for Extinction of Liability)

Article 37.

1. Yamato's liability for damage to a parcel shall cease fourteen (14) days after the date of delivery of the parcel to a Parcel Drop Box, etc. of the delivery destination, unless a notice is issued within that period.
2. The provision of the preceding paragraph shall not apply to any case where Yamato has delivered the parcel to a Parcel Drop Box, etc. of the delivery destination knowing the damage.

(Compensation for Damages)

Article 38.

1. Yamato shall pay the value of a parcel (which is the value at the place of shipment; hereinafter the same shall apply) as compensation for damages for loss of a parcel up to the amount of 3,000 yen.
2. Yamato shall compensate for damage to a parcel on the basis of the value of the parcel, according to the extent of the damage up to the amount of 3,000 yen.
3. Yamato shall compensate for damages caused by a delay in delivery of a parcel up to the amount of Freight Charges, etc. of such parcel only if the parcel fails to be delivered by the day following the Scheduled Delivery Date of Parcel, in respect of the property damage arising therefrom.
4. If loss of or damage to a parcel and damage from a delay in delivery of the parcel occur concurrently, Yamato shall pay the sum of damages under paragraph 1 or 2 and the preceding paragraph up to the amount of 3,000 yen.

(Statute of Limitation)

Article 39.

1. Yamato's liability shall cease if no judicial claim is made within one (1) year from the date of completion of the delivery of a parcel as set forth in Article 19 (or in the case of a total loss of the parcel, the day on which the delivery of the parcel is to be completed).
2. The period set forth in the preceding paragraph may be extended by agreement only after the occurrence of damage to the parcel due to loss, etc.

(Liability in Connecting Transportation or Consigned Forwarding)

Article 40.

Even in the case where Yamato transports parcels in cooperation with any other facilities for transportation or by utilizing transportation of any other motor truck transportation company or any other facilities for transportation, Yamato shall assume liability for transportation in accordance with these Terms and Conditions.

(Consignor's Liability for Compensation)

Article 41.

The consignor shall be liable to compensate Yamato for damages incurred by Yamato due to the nature of or a defect in the parcel; provided, however, that this shall not apply in the case where the consignor, without negligence, had no knowledge of such defect in or nature of the parcel, or Yamato did have knowledge thereof.

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