

Conditions of Motor Carrier Cargo Carriage Utilization Service

Effective from January 20, 2012

**ALL NIPPON AIRWAYS
CO.,LTD.**

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This English translation is to be used solely as reference material to aid in the understanding of the original Japanese texts of Conditions of Motor Carrier Cargo Carriage Utilization Service, which are authentic.

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Chapter 1 General

Article 1 Type of Service

1. All Nippon Airways Co., Ltd. (“ANA”) provides a Class I Third-Party Cargo Carriage Utilization Service (as defined in paragraph 7 of Article 2 of the Third-Party Cargo Carriage Utilization Service Act (Act No. 82 of 1989) that utilize cargo carriage operated by motor carriers.
2. ANA provides services pertaining to the service mentioned in the preceding paragraph.

Article 2 Scope of Application

1. ANA’s third-party cargo carriage utilization service shall be managed under these Conditions of Service and, unless specified herein, shall be subject to all applicable laws and regulations or generally accepted business practices.
2. Notwithstanding the preceding paragraph, ANA may accept orders for special contracts to the extent that they do not violate any applicable laws or regulations.
3. ANA shall provide a consistent combination of a motor truck carriage utilization service and an ANA-operated air carriage service under agreement with a shipper (“Integrated Carriage

Service”). In this case, ANA may apply the relevant provisions of ANA’s conditions of air carriage of cargo in replacement of part of these Conditions of Service.

4. The Integrated Carriage Service specified in the preceding paragraph shall be provided under the same terms as to liability as set forth in ANA’s conditions of air carriage of cargo.

Chapter 2 Third-Party Cargo Carriage Utilization Service

Section 1 Acceptance of Third-Party Cargo Carriage Utilization Service Orders

Article 3 Dates and Times of Receipt

1. ANA shall set and post dates and times of receipt at its storefronts.
2. In the case of any change in receipt dates and times mentioned in the preceding paragraph, ANA shall post an announcement of the change in advance at its storefronts.

Article 4 Third-Party Cargo Carriage Utilization Service Policy

ANA shall provide a third-party cargo carriage utilization service in the order that orders are received, except where perishable or degradable goods are to be carried or where there is any other just reason.

Article 5 Cargo Delivery Period

1. ANA shall define a Cargo Delivery Period as a total of the following days:
 - (1) Dispatch period: 2 days including the date of cargo receipt
 - (2) Transportation period: 1 day per 170 km of transportation, based on which rate a charge calculation is performed, provided that a duration less than a day is regarded as a day
 - (3) Pickup and delivery period: 1 day for pickup and 1 day for delivery, if pickup and/or delivery services are provided
2. Cargo delivery done after completion of the Cargo Delivery Period defined in the preceding paragraph shall be regarded as delay.

Article 6 Check on Cargo Type and Nature

1. Upon receipt of an order for third-party cargo carriage utilization service, ANA may demand the orderer thereof to declare the type and nature of the cargo to be carried.
2. If any doubt arises over the orderer’s declaration of the cargo’s type and nature under the preceding paragraph, ANA may, with the orderer’s consent, check the cargo in their presence.
3. If the check performed under the preceding paragraph finds the cargo’s type and nature the same as described in the orderer’s declaration, ANA shall compensate the orderer for any damage that may arise therefrom.

4. If the check performed under paragraph 2 finds that the cargo's type and nature different from those described in the orderer's declaration, the orderer shall bear the costs incurred by ANA in the check.

Article 7 Refusal to Accept

ANA may refuse to accept an order for third-party cargo carriage utilization service:

- (1) if the order is not pursuant to these Conditions of Service;
- (2) if the orderer does not make a declaration under paragraph 1 of the preceding Article or does not consent to the check under paragraph 2 of the same Article;
- (3) if ANA cannot arrange a motor truck carrier having equipment suitable for the ordered cargo carriage;
- (4) if ANA is demanded by the orderer to shoulder extra burdens for the ordered cargo carriage;
- (5) if the ordered cargo carriage is in breach of any provision of laws and regulations or is offensive to public order or morals; or
- (6) if there is any natural disaster or other unavoidable cause.

Article 8 Waybills, etc.

1. The shipper must, when demanded by ANA, submit a waybill per shipment with a signature or name and seal stating:
 - (1) Cargo name, quality and weight or cubage, and packing type and quantity;
 - (2) Points of pickup and delivery, or the place of origin and destination (If such a location is within a housing complex, apartment house or high-rise building, its phone number and the name of the building should be included.);
 - (3) Carriage-handling classification;
 - (4) Information concerning payment of rates, charges, disbursements and other expenses (collectively "Rates and Charges");
 - (5) Names or trade names, and addresses and phone numbers of the shipper and consignee;
 - (6) Place and date of waybill preparation;
 - (7) Cargo type and value if high-value articles are contained;
 - (8) Entrustment for collect on delivery if desired;
 - (9) Entrustment for obtaining transport insurance if desired; and
 - (10) Other necessary information concerning cargo carriage.
2. In the absence of a demand by ANA to submit a waybill mentioned in the preceding paragraph, the shipper must declare the particulars listed in the preceding subparagraphs.

Article 9 High-Value Articles and Valuables

1. The term “high-value articles” as used in these Conditions of Service means the following:
 - (1) Coins, paper money, bank bills, revenue stamps, postage stamps and public bonds, stock certificates, debenture certificates, gift certificates and other marketable securities; and gold, silver, platinum and other precious metals, iridium, tungsten and other rare metals, diamonds, rubies, beryls, ambers, pearls and other gemstones, ivories, tortoiseshells and corals and products made from such valuable materials;
 - (2) Fine art and antiques; and
 - (3) Goods (excluding animals) priced at more than 20,000 yen per kilogram including their containers and packages.
2. The per kilogram price as specified in the preceding subparagraph (3) shall be calculated on a package-by-package basis.
3. The term “valuables” as used in these Conditions of Service means the articles listed in the preceding subparagraphs (1) and (2).

Article 10 If Carriage-Handling Classification, etc. is Unclear

If the shipper does not clearly state the carriage-handling classification and other necessary information when placing an order for third-party cargo carriage utilization service, ANA shall transport their cargo in the way as deemed most favorable to the shipper.

Article 11 Packing

1. The shipper must pack their cargo properly enough to endure carriage, depending on, among other considerations, the cargo’s nature, weight, cubage, travel distance and carriage-handling classification.
2. If the cargo is not packed properly, ANA shall request the shipper to pack the cargo properly as required, and the shipper must accept the request.
3. Even though the cargo is not packed properly, ANA may provide third-party carriage thereof if ANA deems the cargo not harmful to other cargos and if the shipper accepts in writing to pay any damage that may arise from improper packing.

Article 12 Outer Package Statements, etc.

1. The shipper must make visible statements concerning the following particulars on the outer package of its cargo, provided however that this shall not apply to particulars ANA deems unnecessary:
 - (1) Names or trade names and address of the shipper and consignee

- (2) Cargo name
 - (3) Number of articles
 - (4) Other information necessary for cargo handling
2. The shipper may, with ANA's consent, replace the outer package statements specified in the preceding paragraph with a cargo tag containing information on the particulars listed in the preceding subparagraphs.

Article 13 Issuing a Carriage Note

ANA shall, when requested by the shipper, issue a carriage note after receipt of the entire cargo, except where the cargo falls under any of the following:

- (1) Valuables and dangerous goods;
- (2) Garden plants, seedlings and fresh flowers;
- (3) Animals;
- (4) Live or fresh fishery products, and other perishable or degradable articles;
- (5) Liquids (excluding alcoholic beverages, vinegars, soy sauces, cooling beverages, and non-ignitable, non-flammable or other non-dangerous oils);
- (6) Polluted or contaminated goods;
- (7) Cargos for which collect on delivery has been requested; or
- (8) Bulk cargos.

Article 14 Carriage of Animals, etc.

If providing third-party carriage of an animal or other type of cargo that requires specifically-tailored management, ANA may request the shipper or consignee:

- (1) that ANA specify the date and time of pickup, carry-in or receipt of the cargo; and/or
- (2) that the carriage of the cargo be accompanied by an attendant(s).

Article 15 Carriage of Dangerous Goods

In the case of carriage of explosive, ignitable or other carriage-dangerous goods, the shipper must declare the presence of such dangerous goods to ANA in advance, specify the cargo's name, nature and other necessary information in the waybill thereof, and display such information at a visible location on the outer package of the cargo.

Article 16 Substitute Carriage

1. ANA may subcontract a cargo carriage order to another carrier unless it is prejudicial to the interests of the shipper thereof.

2. In the case of the preceding paragraph, ANA shall be liable for the carriage under these Conditions of Service.

Section 2 Loading or Unloading

Article 17 Loading or Unloading

1. It is ANA's responsibility to load and unload the cargo.
2. It is the shipper's or consignee's responsibility to prepare sheets, ropes, crates, palettes, fillings and other piling items, except those provided by ordinary truck motor carriers.

Section 3 Receipt and Delivery of Cargo

Article 18 Places of Receipt and Delivery

ANA shall receive the cargo from the shipper or their designated agent at the point of pickup or origin specified on the waybill thereof or declared otherwise, and shall deliver the cargo to the consignee or their designated agent at the point of delivery or the place of destination specified on the waybill or declared otherwise.

Article 19 Delivery to a Manager, etc.

In the case of either of the following subparagraphs, ANA shall deem the cargo to be delivered to the consignee when the cargo is delivered to any person mentioned in the said subparagraph.

- (1) The consignee's housemate, or employee or equivalent person in his/her absence at the point of delivery.
- (2) If the point of delivery is a ship, boarding house, hotel, etc., its manager or equivalent person.

Article 20 Exercise of Lien

1. ANA shall not deliver the said cargo until receipt of the Rates and Charges or collect on delivery receivable for the cargo.
2. Should the merchant shipper fail to pay the Rates and Charges on or before the due date specified in the carriage contract concluded with ANA for business purposes, ANA may decline to deliver the shipper-owned cargo in the possession of ANA under the said carriage contract until it receives that payment.

Article 21 Surrender and Negotiability of the Carriage Note

1. If a carriage note has been issued, ANA shall deliver the cargo only in exchange for the note.

2. Should the holder of the carriage note lose it, ANA shall not deliver the cargo until the holder files a public notice and offers considerable collateral with proof that they are the valid holder of that carriage note.
3. The collateral secured under the preceding subparagraph shall be returned upon final judgment of exclusion.

Article 22 Request for Instructions

1. ANA may, if unable to locate the consignee, request the shipper without delay to give instructions on disposing of the cargo within a reasonable time specified in the request.
2. In the case of either of the following subparagraphs, ANA may request the consignee without delay to receive the cargo within a reasonable time specified in the request and, it may, after the elapse thereof, request the shipper to do the same as prescribed in the preceding paragraph.
 - (1) If there is any dispute over the delivery of the cargo.
 - (2) If the consignee neglects to, refuses to, or otherwise fails to receive the cargo.

Article 23 Contractual Deposit of Cargo Remaining Undelivered

1. If unable to locate the consignee or in the case of either of the subparagraphs of paragraph 2 of the preceding Article, ANA may contractually deposit the cargo with a warehouse operator at the expense of the consignee.
2. ANA shall, if contractually depositing the cargo under the preceding paragraph, notify the shipper or consignee thereof without delay.
3. In the case of deposition under paragraph 1, ANA may, if a warehouse certificate has been drawn up, replace the delivery of the cargo with the issuance of that certificate.
4. When requested to deliver the cargo deposited under paragraph 1, ANA may, if a warehouse certificate has been drawn up for the cargo, retain the warehouse certificate until receipt of the Rates and Charges and costs incurred in the deposition.

Article 24 Statutory Deposit of Cargo Remaining Undelivered

1. If unable to ascertain the consignee or in the case of either of the subparagraphs of paragraph 2 of Article 22, ANA may statutorily deposit the cargo.
2. ANA shall, when statutorily depositing the cargo under the preceding paragraph, notify the shipper or consignee thereof without delay.

Article 25 Public Sale of Undelivered Cargo

1. If the shipper gives no instructions upon demand made under Article 22, ANA may put the cargo up for public sale.

2. ANA shall, if auctioning under the preceding paragraph, notify the shipper or consignee thereof without delay.
3. In the case of a public sale under paragraph 1, ANA shall appropriate the proceeds of the public sale to the Rates and Charges, and costs incurred in the instruction request and public sale. If there is any shortfall in the appropriation, ANA shall charge the shortfall to the shipper, and if there is any surplus in the appropriation, ANA shall offer it to the shipper or statutorily deposit the surplus.

Article 26 Private Sale of Undelivered Cargo

1. If unable to locate the consignee or in the case of either of the subparagraphs of paragraph 2 of Article 22, ANA may sell the cargo, if perishable or degradable, with the presence of a fair third party, without taking the procedures as prescribed in Article 22 when there is not much time to do so.
2. Paragraphs 2 and 3 of the preceding Article shall apply mutatis mutandis to any sale made under the preceding paragraph.

Section 4 Instructions

Article 27 Right of Disposition of Cargo

1. The shipper or holder of the carriage note may instruct ANA on carriage cancellation, return, transfer or any other disposal of the cargo.
2. The shipper's right provided for in the preceding paragraph shall cease at the moment when the consignee demands to take delivery of the cargo after its arrival at the destination.
3. In the case of instructing under paragraph 1, the shipper or holder of the carriage note must, at the request of ANA, submit a letter of instruction to ANA.
4. In the case of instructing under paragraph 1, the holder of the carriage note must present the carriage note.

Article 28 Refusal to Comply with Instructions

1. ANA may refuse to comply with instructions given under the paragraph 1 of the preceding Article if it deems such compliance is likely to hinder the carriage.
2. In the case of refusal to comply with instructions under the preceding paragraph, ANA shall notify the shipper or holder of the carriage note thereof without delay.

Section 5 Accidents

Article 29 Measures to be Taken in Event of Accidents

1. In the cases described in any of the following subparagraphs, ANA may request the shipper or holder of the carriage note without delay to give instructions on disposal of the cargo within a reasonable time specified in the request.
 - (1) if ANA discovers any significant loss, damage or other consequences that the cargo may have suffered.
 - (2) if ANA becomes unable to carry the cargo on the original route or by the original method.
 - (3) if ANA has no other choice but to suspend carriage for a reasonable time.
2. In the case of any of the preceding subparagraphs, ANA may, at its own discretion, cancel the carriage of or return the cargo, change the carriage route or method, or make other proper disposal thereof for the benefit of the shipper or the holder of the cargo note, when there is not time to wait for instructions or if instructions are not given within the period of time specified by ANA.
3. The preceding Article shall apply mutatis mutandis to any instructions given under paragraph 1.

Article 30 Disposal of Dangerous Goods

1. ANA may at any time and as appropriate, unload, discard or otherwise dispose of explosive, ignitable or other carriage-dangerous cargo that has not been declared or specified under Article 15. The same shall apply when the cargo declared or specified under the same Article may cause damage to others.
2. All costs of disposal taken under the former part of the preceding paragraph shall be borne by the shipper.
3. ANA shall, if disposing of the cargo under paragraph 1, notify the shipper thereof without delay.

Article 31 Issuing an Accident Certificate

1. Upon receipt of a demand for a certificate of total cargo loss, ANA shall issue an accident certificate only within a month after completion of its Cargo Delivery Period.
2. Upon receipt of a demand for a certificate of quantity, status or date and time of delivery regarding the partially lost, destroyed or belated cargo, ANA shall issue an accident certificate only on the date of its delivery, provided however that in extraordinary circumstances, ANA may issue such a certificate even after that delivery date.

Section 6 Rates and Charges

Article 32 Rates and Charges

1. Rates and charges and their method of application are subject to a rate and charge schedule as separately set forth by ANA.
2. Rates and charges and their method of application for individuals (except those for individuals who may become a party to a carriage contract as a business or for business purposes) shall be posted at storefronts of ANA's service offices or other types of business places.

Article 33 Method of Collecting Rates and Charges

1. ANA shall collect the Rates and Charges from the shipper before receipt of its cargo.
2. If the amount of the Rates and Charges is yet to be fixed in the case of the preceding paragraph, ANA shall receive an estimated advance payment and, upon determination of the actual amount thereof, pay back or surcharge any overage or shortage of the advance payment to the shipper, if any.
3. Notwithstanding paragraph 1, ANA may agree to collect the Rates and Charges from the consignee before delivery of the cargo.

Article 34 Late Fee

Should the shipper or consignee fail to pay the Rates and Charges before or upon completion of delivery of the cargo, ANA may charge a late fee with an annual interest rate of 14.5% to the shipper or consignee for a period from the following day of delivery to the date of receipt of payment of the Rates and Charges.

Article 35 Right of Claim for Rates and Charges Payment

1. In the event of total or partial cargo loss due to natural disaster or for any other cause out of control or due to any cause attributable to ANA, ANA shall not charge the Rates and Charges therefor. In this case, ANA shall, if already collecting the whole or part of the Rates and Charges, pay it back.
2. In the event of total or partial cargo loss due to its nature or defect or due to any cause attributable to the shipper, ANA shall collect the full amount of the rate, charges and any other costs incurred therefrom.

Article 36 Rates and Charges in the Event of an Accident

In the event of disposal of the cargo under Articles 27 and 29, ANA shall collect the Rates and Charges depending on the disposal or the percentage of third-party cargo carriage utilization service

performed. If ANA has already collected the whole or part of the Rates and Charges for the cargo, however, ANA shall charge any shortfall or pay back any surplus in that payment to the shipper or consignee, if any.

Article 37 Cancellation Fee

1. Upon acceptance of an order for third-party cargo carriage cancellation, ANA may charge a cancellation fee except where such cancellation is not deemed to be attributable to the shipper or holder of the carriage note. This shall not apply, however, where the shipper or holder cancels the third-party cargo carriage up to the date preceding the planned uploading date.
2. A cancellation fee under the preceding paragraph shall be charged as follows:
 - (1) 500 yen per carriage contract in the case of a consolidated carriage.
 - (2) 3500 yen and 2500 yen per normal-sized vehicle and small-sized vehicle, respectively, in the case of a chartered carriage.

Section 7 Liability

Article 38 Commencement of Liability

ANA shall become liable for third-party cargo carriage upon receipt of the cargo from the shipper.

Article 39 Liability and Responsibility to Proof

ANA shall assume liability for damages that may arise from any cargo loss, damage or delay, unless it can prove that ANA or its employees, or others hired for third-party cargo carriage, have exercised caution in receiving, delivering, storing and carrying the cargo.

Article 40 Liability for Containerized Cargo

Notwithstanding the preceding Article, if containerized cargo unloaded in either of the following conditions was lost or damaged, the orderer may seek damages against ANA if they can prove that such loss or damage was due to willful misconduct or negligence by ANA or its employees, or others hired for third-party cargo carriage.

- (1) The cargo was packed by the shipper.
- (2) The container arrived properly sealed.

Article 41 Liability for Carriage of Cargo Requiring Specifically-Tailored Management

If the carriage of an animal or other cargo requiring specifically-tailored management is accompanied by an attendant(s) under paragraph 2 of Article 14, ANA shall not assume liability for specifically-tailored management of the cargo.

Article 42 Shipper's Responsibility for Declaration, etc.

If the cargo contents are not easy to check, ANA shall not be liable for any description—name, quality, weight, cubage or price—of the cargo that ANA contains in the carriage consignment note or shipping advice note based on the waybill descriptions or the shipper's declaration.

Article 43 Liability for Incomplete Waybill, etc.

1. ANA shall not be liable for any damage that may arise from incorrect or incomplete waybills, outer package statements or tags, or shipper's declarations.
2. Should ANA suffer damage in the case of the preceding paragraph, the shipper must compensate ANA therefor.

Article 44 Indemnity

ANA shall not assume liability for damages resulting from any loss, damage, delay or other consequences that the cargo may suffer due to:

- (1) Defects, natural exhaustion, or insect or rat damage of or to the cargo;
- (2) Ignition, explosion, heat damage, mold, putrefaction, discoloration, rust or other similar cause attributable to the cargo's nature;
- (3) Strikes, labor slowdowns, social riots or other incidents, robbery;
- (4) Fire by force majeure;
- (5) Earthquakes, tsunami, high tides, floods, rainstorms, landslides, earth avalanches or other natural disasters;
- (6) Injunction of carriage, unsealing, confiscation, seizure or delivery to a third party of the cargo by law or by exercise of public power; or
- (7) Willful misconduct or negligence by the shipper or consignee.

Article 45 Special Provision for High-Value Articles

Unless the shipper declares the type and price of high-value articles when ordering carriage thereof, ANA shall not assume liability for damages that may arise in connection with the cargo.

Article 46 Special Causes for Liability Extinguishment

1. ANA's liability for partial cargo loss or damage shall cease upon the consignee's receipt of the cargo without reservation, provided however that this shall not apply to where ANA is notified, within two weeks from the delivery date of the cargo, of any hard-to-discover damage or partial loss found.
2. The preceding paragraph shall not apply if ANA acted in bad faith.

Article 47 Damages

1. The amount of damages for total cargo loss shall be determined based on the cargo's value at destination on the planned delivery date.
2. The amount of damages for partial cargo loss or damage shall be determined based on the difference between the values at destination on the delivery date of the cargo delivered partially lost or damaged and delivered not partially lost or damaged.
3. In the case of loss of the cargo, the Rates and Charges that the shipper or consignee is no longer required to pay under paragraph 1 of Article 35 shall be deducted from the amount of damages determined under either of the preceding two paragraphs.
4. In the event of any dispute over the value of the cargo at destination or the amount of damages under paragraph 1 or 2, such amount shall be determined based on appraisal or assessment by a fair third party.
5. The amount of damages for cargo delay shall be limited to the total amount of the Rates and Charges of the cargo.
6. Notwithstanding the five preceding paragraphs, ANA shall, in the case of the Integrated Carriage Service specified in paragraph 3 of Article 2, determine the amount of damages under the same terms as to liability as set forth in ANA's conditions of air carriage of cargo.

Article 48

Notwithstanding the preceding Article, ANA shall compensate for any and all damages that may arise from cargo loss, damage or delay due to ANA's malice or gross negligence.

Article 49 Statute of Limitation

1. ANA's responsibilities and liabilities for the cargo shall cease under a statute of limitation when one year has elapsed since the date of receipt by the consignee thereof.
2. In the case of total cargo loss, the period set forth in the preceding paragraph shall begin from the planned delivery date for the cargo.
3. The preceding two paragraphs shall not apply if ANA acted in bad faith.

Article 50 Acquisition of Rights on Compensation

If compensating for the value of the entire cargo, ANA shall acquire all and any rights thereto.

Chapter III Supplementary Services

Article 51 Supplementary Services

1. ANA may undertake cargo packing, storage or assortment, collect on delivery and disbursement, and other services pertinent to normal third-party cargo carriage utilization service (collectively “Supplementary Services”) at charges listed in the tariff set forth separately.
2. Unless otherwise specified, the provisions of Chapter II shall apply mutatis mutandis to the Supplementary Services as far as their characteristics allow.

Article 52 Collect on Delivery (COD)

1. Additional entrustment of or change to collect on delivery (COD) shall be accepted only before dispatch of the cargo.
2. After dispatch of the cargo for which ANA is entrusted with COD, ANA shall not pay back the COD fee if the shipper cancels the COD entrustment contract or if payment becomes uncollectible due to any cause attributable to the shipper or consignee.

Article 53 Insurance

1. ANA shall take out transport insurance at the expense of the shipper if the shipper agrees on its proposal to do so on the occasion of ordering third-party cargo carriage utilization service.
2. Insurance rates and other transport insurance information shall be posted at ANA’s storefronts.