

Courier Delivery Conditions of Carriage Agreement

Part 1 General Provisions

Article 1 Application

1. This Conditions of Carriage Agreement applies to deliveries of cargo using courier delivery.
2. Matters not prescribed in this Agreement are as prescribed in laws and regulations and according to general custom.
3. Notwithstanding the preceding two clauses, the Company may offer special provisions as permitted by law.

Part 2 Acceptance for Delivery

1. The Company will determine the date and time for accepting cargo, and shall post these at the store fronts of our service offices and other places of business.
2. If the Company changes a date or time as prescribed in the preceding clause, we shall post advance notice at the store fronts of our service offices and other places of business.

Article 3 Invoice

1. When the Company accepts an item for delivery, we shall issue an invoice recording the following information. The sender must fill out items 1 through 4, and items 5 through 14 will be filled out by our staff, except where the provisions of Article 9 apply.
 - (1) The sender's name, title, telephone number and email address.
 - (2) The consignee's name and title, as well as the destination and their telephone number (when the addressee is an airport, the name of the airport, the name of the counter and the scheduled receipt date).
 - (3) Name of the cargo for delivery
 - (4) Special cautions about the delivery (for fragile items, or cargo with items that degenerate or rot easily, the classification of the properties of the items concerned and other necessary information).
 - (5) Name of courier
 - (6) The name of this Company, our address and telephone number.
 - (7) The title of the service office or other place of business that received the item to be delivered.
 - (8) Date the Company received the cargo for delivery.
 - (9) Scheduled cargo delivery date and time (when the Company accepts delivery of cargo on a specified date and time on behalf of the consignee, the purpose of usage and cargo delivery date).
 - (10) The size classification of the cargo.
 - (11) Amounts for freighting costs and other transportation related expenses.
 - (12) Limit of liability (\300,000 per item of cargo (value including consumption tax)).
 - (13) Telephone number of reception window for handling inquiries.
 - (14) Other necessary matters concerning transportation of the cargo.

Article 4 Confirmation of the Content of Baggage

1. If the Company has doubts about the name of a cargo item or any special cautions about the delivery recorded in the invoice, upon obtaining agreement from the sender, the Company may inspect the cargo in the presence of the sender.
2. If, pursuant to the preceding clause, the Company conducts an inspection of the cargo and special cautions about the delivery and finds no discrepancy in relation to what the sender recorded on the invoice, the Company will compensate the sender for loss sustained due to the inspection.
3. If, after performing an inspection pursuant to clause 1 of this Article, the Company discovers that there are discrepancies between what the sender recorded in the invoice about the cargo and special cautions about the delivery, and the actual state of these, the sender shall pay the Company for expenses incurred performing the inspection.

Article 5 Packing Baggage

1. The sender must pack the cargo appropriately for transport, considering the properties and size of the cargo. 2. If the Company determines that cargo is not properly packed, we may request the sender to pack the cargo properly or we may pack the cargo ourselves and charge the sender for the costs.

Article 6 When the Company Will Refuse to Accept Baggage

1. The Company will refuse to accept cargo for carriage in the following cases.
 - (1) If the application for carriage contravenes the prescriptions of this Conditions of Carriage Agreement.
 - (2) If the sender has not filled out the necessary information in the invoice, or does not consent to an inspection pursuant to Article 4 clause 1.
 - (3) If the cargo is not packed appropriately for transport.
 - (4) If the sender makes special requests to the Company concerning their carriage, which the Company decides are onerous.
 - (5) If the carriage requested infringes against the law, or is contrary to public order and morals.
 - (6) If the cargo contains anything that corresponds to any of the following:
 - a) Explosives or other dangerous articles, or filthy articles etc. that raise concerns of causing damage to other cargo.
 - b) Any other article as determined by the Company and displayed as ineligible.
 - 1) Valuables
 - a) Platinum, gold, silver or other precious metals or products made from these.
 - b) Iridium, tungsten or other rare metals or products made from these.
 - c) Cash (notes, coins) and cash vouchers.
 - d) Share certificates, bond certificates, prepaid cards, other valuable securities, unused postage stamps and revenue stamps.
 - e) Diamonds, rubies, sapphires, amber, pearls or other precious stones or products made from these.
 - f) Fine art or antiques.
 - g) Irreplaceable manuscripts, tapes, film, or electromagnetic storage mediums etc.
 - 2) Living animals (including fish).
 - 3) Cadavers, skeletons.
 - 4) Dangerous articles Explosives, high-pressure gas, corrosive liquids, a liquid that is a fire hazard, flammable liquids, flammable solids, oxidizing substances, poisons, radioactive materials, articles having magnetic properties, and other dangerous articles as well as attachments to the foregoing, and also things prohibited for carriage under the provisions of Article 194 of the Ordinance for Enforcement of the Civil Aeronautics Act Enforcement Regulations, such as guns and swords etc.
 - 5) Anything that includes in the content thereof, multiple items of personal information.
 - 6) In addition to the foregoing, anything prohibited for carriage or restricted pursuant to the Civil Aeronautics Act, or other law or regulation, or by an order, regulation or request from a competent governing authority.
 - 7) Anything which is improperly wrapped or packed, fragile things or things which rot or degrade easily, things which emit a bad odor or anything that the Company considers would be troublesome.
 - 8) Anything that the Company believes would cause trouble to persons, articles loaded on an aircraft or an aircraft.
 - 9) Anything that the Company believes has been falsely declared in the information recorded in the invoice.
 - 10) Any other thing that the Company believes raises safety concerns in an airport.
 - (7) If there is a natural disaster or other critical situation.
 - (8) Any cargo in which the declared value of a single item exceeds \300,000.
2. In addition to the foregoing, the Company will not accept any cargo if the handling is restricted by the airline company, or any cargo to which item classification for freighting costs does not apply.

Article 7 Information Displayed on the Outside

1. When the Company accepts cargo for carriage the Company will paste on the outside of the cargo, documentation recording matters pursuant to Article 3 clause 1 items 1-6, and item 8, also item 9 (except when not recorded), and item 12 and item 13 herein, and other information as necessary. 2. If the Company considers that display of information pursuant to the preceding clause would not be suitable due to the properties or shape etc. of the cargo, another method of display may be used.

Article 8 Collection of Freightng Costs

1. When the Company receives cargo for carriage the Company will collect freightng costs as reported to the Minister of Land, Infrastructure and Transport and other carriage related expenses (hereinafter these expenses and costs being collectively referred to as "Freightng Costs etc."). 2. Notwithstanding the provisions of the preceding clause, the Company may allow collection of Freightng Costs etc. from the consignee when the cargo is delivered. 3. Rates for Freightng Costs etc. are posted at the store front of the service offices and other places of business of the Company. 4. The Company does not provide rebates for Freight Costs etc. collected.

Part 3 Delivery of Baggage

Article 9 Date for Delivering Baggage

1. When there is a scheduled cargo delivery date recorded in the invoice, the Company will deliver the cargo by that recorded date, provided that there may be cases in which, due to traffic conditions etc, the cargo will be delivered on the date following the scheduled cargo delivery date.
2. Notwithstanding the preceding clause, when the Company records the purpose of usage of the cargo and the scheduled delivery date (if the addressee is an airport, the scheduled date of receipt at the airport) in the invoice, the Company will deliver the cargo by that scheduled cargo delivery date (if the addressee is an airport, the scheduled date of receipt at the airport) recorded in the invoice.
3. If there is no scheduled cargo delivery date in the invoice, the Company will deliver the cargo by the date that occurs after the number of days calculated based on the distance of carriage according to the following method has elapsed from the date of receipt of the cargo by the Company recorded in the invoice, (when the place of receipt of the cargo for carriage or the carriage destination is a remote island or mountainous area etc. displayed as determined by the Company, the date of delivery shall be the date after the appropriate number of days has elapsed from date of receipt of the cargo by the Company).
 - (1) The first 400 km:2 days
 - (2) For each 400 km carriage distance after the first 400 km:1 day

Article 10 The Company May Deliver to a Party Other Than the Consignee

The Company may deem that the cargo has been delivered to the consignee if the Company makes delivery to any of the following:

- (1) When the delivery destination is a residential dwelling, a person residing with the consignee at that destination or a person equivalent to such person;
- (2) When the delivery destination is an airport, a person who presents the cargo exchange certificate issued by the Company or a person equivalent to such person;
- (3) When the delivery destination does not correspond to (1) or (2) above, the manager or a person equivalent to the manager.

Article 11 Procedures When the Consignee Etc. Is Absent

1. If the Company is unable to perform delivery of cargo because the consignee or an eligible party prescribed in the preceding article is not present, the Company will keep the cargo at one of their service offices or other places of business, after providing to the consignee notification (hereinafter referred to as "Missed Delivery Notice"), of the fact in writing or by an email addressed to the sender's email address, including the time and date on which delivery of the cargo was attempted, the name and contact telephone number of the Company for inquiries, and other matters necessary for delivery of the cargo to the consignee.
2. Notwithstanding the preceding clause, there may be cases in which the Company, upon obtaining consent from a neighbor of the consignee (including, if the consignee resides in a residential complex, the manager of that residential complex), hands the cargo over to the neighbor entrusting them to hand it over to the consignee. In this case, the Company will record the name of such neighbor to whom we entrusted the cargo on the Missed Delivery Notice.

Article 12 Procedures Implemented If the Baggage Is Undeliverable

1. If the Company is unable to ascertain the consignee, or if the consignee neglects or refuses to accept the cargo, or is unable to accept the cargo for some other reason, the Company shall without delay, ask the sender to provide instructions concerning how to handle the undeliverable cargo within a reasonable period of time prescribed by the Company.
2. Expenses incurred in requesting instructions pursuant to the preceding clause and for implementing such instructions shall be paid by the sender.

Article 13 Dealing with Undeliverable Baggage

1. If the Company does not receive instructions as prescribed in clause 1 of the preceding Article within a reasonable period of time, the Company may, after warning the sender, store the cargo until the date on which three (3) months have elapsed from the date of requesting such instructions, and thereafter may conduct a sale of the cargo or otherwise dispose of the cargo, in the presence of an impartial third party, provided that in the case when the cargo concerned degrades or rots easily, if the Company does not receive the instructions within a reasonable period of time, the Company may, after warning the sender, immediately sell or otherwise dispose of the cargo.
2. When the Company disposes of cargo as prescribed in the preceding clause, we shall notify the sender of the fact without delay.
3. When the Company disposes of cargo as prescribed in clause 1 of this Article, the Company shall apply the price paid for the carriage in satisfaction of expenses for the process of requesting the instructions, and storing and disposing of the cargo, while in the event of a shortfall, the Company may request payment of additional sums from the sender, and in the event of a surplus, shall refund that amount to the sender.
4. If neither the sender nor the consignee can be found, or the Company has not received instructions from the sender after three (3) months have elapsed from the scheduled delivery date, the Company may conduct a sale of the cargo or otherwise dispose of the cargo, in the presence of an impartial third party, provided that in the case when the cargo concerned degrades or rots easily, if the Company does not receive the instructions within a reasonable period of time, the Company may sell or otherwise dispose of the cargo at their discretion.

Part 4 Instructions

Article 14 Date of Performing Delivery of Baggage

1. The sender may issue instructions to the Company to stop the carriage of the cargo, return or redirect the cargo, or otherwise deal with the cargo.
2. The right of the sender to issue instructions pursuant to the preceding clause is extinguished once the cargo has been delivered to the consignee.
3. The sender shall pay expenses required for handling the cargo in accordance with their instructions issued pursuant to clause 1 of this Article.

Article 15 When the Company Cannot Comply with the Sender's Instructions

1. If the Company believes that there are concerns of an impediment arising to carriage of cargo, we may decline to comply with the sender's instructions issued pursuant to the preceding Article.
2. If the Company declines to comply with instructions pursuant to the preceding clause we shall notify the sender of the fact without delay.

Part 5 Accidents

Article 16 Dealing with Accidents

1. If the Company discovers that cargo is ruined we shall notify the sender of the fact without delay.
2. If the Company discovers that cargo has sustained significant damage, or if we determine that the cargo will be delivered significantly later than the scheduled delivery date, the Company shall without delay, ask the sender to provide instructions concerning how to handle the undeliverable cargo within a reasonable period of time prescribed by the Company.
3. If the Company does not have time to wait for instructions pursuant to the preceding clause or does not receive the instructions within the prescribed time period, the Company shall, in the interests of the sender, stop the carriage of the cargo, return the cargo, or otherwise deal with the cargo.
4. When the Company disposes of the cargo as prescribed in the preceding clause, we shall notify the sender of the fact without delay.
5. Notwithstanding the preceding two clauses, if the Company believes that there are concerns of an impediment arising to carriage of cargo, we may decline to comply with the sender's instructions.
6. If the Company declines to comply with instructions pursuant to the preceding clause we shall notify the sender of the fact without delay.
7. Expenses required for requesting instructions pursuant to clause 2 of this Article, for disposing of the cargo in accordance with such instructions, or for disposing of the cargo pursuant to clause 3 of this Article, shall be paid by the sender if the damage to the cargo or the delayed delivery is due to a reason for which the sender is responsible, or is due to the properties of or a defect in, the cargo, and in other cases shall be paid by the Company.

Article 17 Dealing with Dangerous Articles Etc.

1. If the Company becomes aware during the process of carriage, that the cargo contains items as prescribed in Article 6, clause 1. (6) a) herein, the Company may unload the cargo or take other steps as necessary to prevent damage occurring during the carriage.
2. The sender shall pay expenses required for implementing measures pursuant to the preceding clause.
3. If the Company implements measures as prescribed in clause 1 of this Article, we shall notify the sender of the fact without delay.

Article 18 Issuance of Incident Verification Certificate

1. The Company will provide an incident verification certificate verifying ruination of cargo if so requested within one (1) year from the scheduled cargo delivery date.
2. The Company will provide an incident verification certificate verifying damaged cargo or delayed delivery if so requested within 14 days from the date of delivery.

Part 6 Liability of the Company

Article 19 Commencement of Liability

The Company's liability related to ruination of or damage to cargo commences when the Company takes the cargo from the sender.

Article 20 Proof of Liability

The Company shall only be liable to pay compensation for loss sustained by ruination or damage to cargo or late delivery of cargo when it is proven that the Company, either ourselves or through our employees or other party used for carriage of the cargo, neglected to exercise due care in the delivery, storage or carriage of the cargo.

Article 21 Disclaimer

1. The Company shall not be liable to pay compensation for loss due to ruination or damage to cargo or late delivery of cargo caused in the following cases, or for injury to cargo to an extent that does not impair the original functionality of the item, such as an abrasion etc.
 - (1) Problem with the cargo or natural wastage.
 - 1) The bag, suitcase or other package exceeds 30 kg in weight.
 - 2) Damage caused by a problem peculiar to hand luggage/cargo such as by aging etc.
 - 3) A protrusion such as from removable type casters etc. or a strap, or damage from an accessory such as nametags etc.
 - 4) Light damage (abrasions, dirtiness, dents)
 - 2) Combustion, explosion, leakage, mold, rot, discoloration, rust or other similar reason arising due to the properties of the cargo itself.
 - 3) A general strike or work stoppage, riots or other such incidents, or robbery.
 - 4) A fire caused by a force majeure event.
 - 5) Unforeseeable, abnormal traffic problems.
 - 6) Earthquake, tsunami, storm surge, flood, storm, landslide, avalanche or other natural disaster.
 - 7) A prohibition against carriage of the cargo or an order to open the cargo, confiscate or seize the cargo or hand the cargo over to a third-party issued according to law or by a competent governing authority.
 - 8) A mistake by the sender filling in required items in the invoice, or malice or negligence on behalf of the consignee or the sender when filling out the invoice.

Article 22 Special Provisions concerning Baggage Subject to Restrictions on Acceptance

1. The Company shall not be liable to pay compensation for loss for ruination, damage or late delivery affecting cargo that corresponds to cargo as prescribed in Article 6, clause 1 item 5).
2. The Company shall not be liable to pay compensation for loss for ruination, damage or late delivery affecting cargo that corresponds to cargo prescribed in Article 6, clause 1, item 6) in the event that the Company unknowingly accepts such cargo for carriage.
3. The Company shall not be liable to pay compensation for loss for ruination, damage or late delivery affecting cargo that requires special cautions in the carriage thereof such as for items that are fragile, or degrade or rot easily etc. when this occurs because the sender neglects to record such special cautions in the invoice, moreover the Company, not being aware of these cautions, fails to observe them.

Article 23 Special Reasons for Invalidation of Liability

1. The Company's liability in respect of damage to cargo shall be extinguished unless the Company receives notice of such damage within 14 days from the date of delivery of the cargo.
2. The provisions of the preceding clause shall not apply if the Company, being aware that the cargo is damaged, nonetheless delivered the cargo.

Article 24 Amount of Compensation for Loss

1. The Company shall pay compensation for ruination of cargo for the value of the cargo (meaning here and hereinafter, the value of the cargo at place from which it is sent) up to a maximum amount (hereinafter referred to as "Maximum Compensation Value") that is the value of the cargo recorded in the invoice.
2. The Company shall pay compensation for loss for damage affecting cargo up to an amount determined with reference to the value of the cargo and taking consideration of the extent of the damage.
3. When the Company pays compensation pursuant to the preceding two clauses, even if the Company accepts that it is clear that the consignee or the sender has sustained substantial loss, the Company shall pay compensation for loss no greater than the Maximum Compensation Value.
4. In the case of loss sustained due to late delivery of cargo, the Company will pay compensation as follows.
 - (1) In the cases as prescribed in Article 9, clause 1 or clause 3, the Company may pay compensation for loss affecting assets that arises due to the cargo not being delivered by the day following the scheduled cargo delivery date, up to an amount within the scope of the Freightng Costs etc., unless the Company has issued a Missed Delivery Notice pursuant to Article 11 by the day following the scheduled cargo delivery date.
 - (2) In the case as prescribed in Article 9, clause 2, the Company may pay compensation for loss affecting assets that arises because the cargo could not be used on the specified date, up to an amount within the Maximum Compensation Value.
5. If loss due to ruination or damage to cargo occurs simultaneously with loss due to late delivery, the Company may pay compensation pursuant to the prescriptions of clause 1, clause 2 and clause 3 of this Article and the total amount for compensation for loss pursuant to those three clauses, up to an amount within the Maximum Compensation Value.
6. Notwithstanding the preceding clauses of this Article, the Company shall be liable to pay compensation for all loss sustained due to ruination or damage to cargo or late delivery of cargo if this is caused due to the malice or gross negligence of the Company.

Article 25 Refunds of Freightng Costs Etc.

If cargo is ruined, substantially damaged or delivered late (in the case of late delivery as prescribed in Article 9, clause 2 only) due to a natural disaster or other unavoidable reason or due to a reason for which the Company is responsible, the Company will refund Freightng Costs etc., provided that if the Company has not already collected payment for Freightng Costs etc., the Company cannot be asked for a refund.

Article 26 Time Limit of Prescription

1. The Company's liability shall be extinguished through the time limit of prescription after one (1) year has elapsed from the date on which the consignee received their cargo.
2. The time limit of prescription pursuant to the preceding clause shall, in the case in which the cargo is ruined, be calculated from the scheduled cargo delivery date.
3. The prescriptions of the preceding two clauses do not apply in the case in which the Company knew of the loss.

Article 27 Sender's Liability for Compensation

The sender shall be liable for paying compensation for loss sustained by the Company due to a defect or property of the cargo, except when the sender, through no negligence on their behalf, was not aware of such defect or property, or when the Company knew of such defect or property.

Part 7 Ancillary Business

Article 28 Ancillary Business

1. When the Company performs work such as collection of payment for articles delivered, providing advancements to customers on payments for collection upon delivery of goods, packing cargo, sorting, storage and other courier and advance related work (hereinafter referred to collectively as "Ancillary Business"), the Company will require payment for the price for such work posted in the store front of the service office or other place of business or the actual cost as required.
2. Except when special provisions apply, as far as permitted by the properties of the articles concerned, the provisions of Part 2 shall apply to Ancillary Business.

Article 29 Collection of Payment for Goods

1. The Company will accept requests for additional collection of payments or changes to amounts for collection if the request is received prior to dispatch of the cargo concerned.
2. The Company will not refund the payment collection charge for cargo handled as requiring payment collection if the sender cancels their instruction to the Company to collect payment after the cargo concerned has already been dispatched, or if the Company is unable to collect the payment due to a reason for which the sender or the consignee is responsible.