BILL OF LADING

IN ACCEPTING THIS BILL OF LADING, the Merchant expressly agrees to be bound by all its terms, conditions, stipulations, and provisions hereof, and to be obligated for and bound by all liabilities, obligations, and consequences hereunder to the Carrier and the Carriers, the Banker(s), the Holder(s), the Beneficiary(ies), the assignee(s), and all other persons to whom this Bill of Lading may hereafter pass or come, and all persons, corporations, or other entities who may be in possession of the goods covered hereby or in any way derived under or from this Bill of Lading, and their respective successors and assigns. The receipt of this Bill of Lading by or on behalf of the Merchant shall evidence the Merchant's agreement with all the terms, conditions, stipulations, and provisions hereof and the Merchant's obligation under this Bill of Lading. The Merchant hereby waives any and all defenses which it may have against the Carrier and the Carriers, the Banker(s), the Holder(s), the Beneficiary(ies), the assignee(s), and all other persons to whom this Bill of Lading may hereafter pass or come, and all persons, corporations, or other entities who may be in possession of the goods covered hereby or in any way derived under or from this Bill of Lading, and their respective successors and assigns.

1. DEFINITIONS.

(a) "Bill of Lading" means the negotiable document issued by the Carrier for the carriage of goods and evidences the contract of carriage between the Carrier and the Merchant.
(b) "Carriers" means the Seller, the Carrier, and any agent, representative, or other entity that may be involved in the transportation of the goods.
(c) "Carrier" means the Person or Persons in whose System the Goods are Carried or to Whom or For Whom the Goods are Shipped.
(d) "Classified Goods" means the goods or articles that are classified according to their destination or content.
(e) "Copies of Bill of Lading" means any original or facsimile ("Copy") of this Bill of Lading and any other documents hereunder, whether physical, electronic, or digital, which are intended to be delivered or transmitted to any party for purposes of confirmation, verification, or other purposes.
(f) "Consigned Goods" means goods or articles that are consigned to a third party for delivery or transportation.
(g) "Contract of Carriage" means the agreement between the Carrier and the Merchant for the transportation of the goods.
(h) "Documents" means any written or electronic document, agreement, or correspondence that evidences the terms and conditions of the contract of carriage.
(i) "Good Faith" means an honest and reasonable belief in the truthfulness of the facts and circumstances.
(j) "Incoterms" means the International Rules for the Interpretation of Trade Terms.
(k) "Invoice" means the document issued by the Merchant that evidences the terms and conditions of the sale of the goods.
(l) "Merchant" means the Person or Persons in whose System the Goods are Carried or to Whom or For Whom the Goods are Shipped.
(m) "Person" means an individual, corporation, or other entity that is capable of entering into a legal contract.
(n) "Place of Delivery" means the location where the goods are delivered or made available to the Merchant.
(o) "Shipped Date" means the date on which the goods are shipped or made available to the Carrier.
(p) "Shipper" means the Person or Persons in whose System the Goods are Carried or to Whom or For Whom the Goods are Shipped.
(q) "Title or Interest" means the right to ownership or control of the goods.
(r) "Transportation" means the act of transporting the goods from one location to another.
(s) "Usages" means the customs and practices followed in the transportation of goods.
(t) "Visit" means the act of inspecting or examining the goods at the request of the Carrier or the Merchant.

2. DEALINGS CONFIDENTIALITY.

The Merchant hereby agrees that any information, statistics, or other data that are disclosed to or obtained from the Carrier in connection with this Bill of Lading shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the Carrier. The Merchant shall indemnify and hold harmless the Carrier and the Carriers from any and all claims, losses, expenses, attorneys' fees, and other costs incurred as a result of any breach of this confidentiality agreement.

3. SHIPPER'S RESPONSIBILITY.

(a) The Shipper shall be responsible for the accuracy and completeness of all information provided on the Bill of Lading and any related documents.
(b) The Shipper shall be responsible for ensuring that the goods are properly packed, labeled, and marked according to all applicable laws and regulations.
(c) The Shipper shall be responsible for obtaining any required consents, permits, or licenses for the transportation of the goods.
(d) The Shipper shall be responsible for the payment of any taxes, duties, or other fees related to the transportation of the goods.

4. SHIPPER'S DUTIES.

(a) The Shipper shall provide the Carrier with all necessary information, documentation, and any other materials that are required for the transportation of the goods.
(b) The Shipper shall be responsible for ensuring that the goods are properly marked and labeled to indicate their destination and content.
(c) The Shipper shall be responsible for obtaining any required consents, permits, or licenses for the transportation of the goods.
(d) The Shipper shall be responsible for the payment of any taxes, duties, or other fees related to the transportation of the goods.

5. CRITERIA FOR ACCEPTANCE.

(a) The Carrier shall accept the goods for transportation if the goods meet all the requirements specified in the contract of carriage.
(b) The Carrier shall be responsible for the transportation of the goods from the Place of Delivery to the Place of Destination.
(c) The Carrier shall be responsible for the safe and timely delivery of the goods to the Place of Destination.
(d) The Carrier shall be responsible for any damages or losses that occur during the transportation of the goods.

6. COMPENSATION.

(a) The Carrier shall be paid for the transportation of the goods in accordance with the terms and conditions specified in the contract of carriage.
(b) The Carrier shall be entitled to receive payment within the time period specified in the contract of carriage.
(c) The Carrier shall be entitled to receive payment in the currency specified in the contract of carriage.

7. BILL OF LADING.

(a) The Bill of Lading shall be negotiable and shall be transferable to the Merchant upon presentation of this Bill of Lading.
(b) The Bill of Lading shall be endorsed in the manner specified in the contract of carriage.
(c) The Bill of Lading shall not be endorsed in any manner that would render it untransferable.

8. STORAGE.

(a) The Carrier shall be responsible for the storage of the goods at the Place of Delivery until the goods are loaded onto the transportation vehicle.
(b) The Carrier shall be responsible for the safekeeping of the goods while they are in storage.
(c) The Carrier shall be responsible for any damages or losses that occur during the storage of the goods.

9. SECURITY.

(a) The Carrier shall be responsible for the security of the goods while they are in transit.
(b) The Carrier shall be responsible for taking reasonable precautions to prevent any unauthorized access to the goods.
(c) The Carrier shall be responsible for any damages or losses that occur due to unauthorized access to the goods.

10. LIABILITY.

(a) The Carrier shall be liable for any damages or losses that occur during the transportation of the goods.
(b) The Carrier shall be liable for any damages or losses that occur due to any breach of the contract of carriage.
(c) The Carrier shall be liable for any damages or losses that occur due to any negligence or willful misconduct.

11.トンピルビリ.

(a) The Carrier shall be responsible for the transportation of the goods in a timely manner.
(b) The Carrier shall be responsible for the safekeeping of the goods while they are in transit.
(c) The Carrier shall be responsible for any damages or losses that occur during the transportation of the goods.

12. CONCLUSIONS.

(a) The Carrier shall be responsible for the transportation of the goods in a timely manner.
(b) The Carrier shall be responsible for the safekeeping of the goods while they are in transit.
(c) The Carrier shall be responsible for any damages or losses that occur during the transportation of the goods.

13. DURATION OF LIABILITY;

(a) The Carrier shall be liable for any damages or losses that occur during the transportation of the goods for a period of one year from the Date of Delivery.
(b) The Carrier shall be liable for any damages or losses that occur due to any breach of the contract of carriage for a period of one year from the Date of Delivery.
(c) The Carrier shall be liable for any damages or losses that occur due to any negligence or willful misconduct for a period of one year from the Date of Delivery.

14. SECURITY.

(a) The Carrier shall be responsible for the security of the goods while they are in transit.
(b) The Carrier shall be responsible for taking reasonable precautions to prevent any unauthorized access to the goods.
(c) The Carrier shall be responsible for any damages or losses that occur due to unauthorized access to the goods.

15. CONTRACT OF CARRIAGE.

(a) The contract of carriage shall be a written agreement between the Carrier and the Merchant for the transportation of the goods.
(b) The contract of carriage shall be signed by both parties.
(c) The contract of carriage shall be binding on both parties.

16. CANCELLATION.

(a) The contract of carriage may be cancelled by either party upon written notice to the other party.
(b) The contract of carriage may be cancelled by either party if the other party fails to perform its obligations under the contract of carriage.
(c) The contract of carriage may be cancelled by either party if the other party is in breach of any term or condition of the contract of carriage.

17. TERMINATION.

(a) The contract of carriage shall terminate upon the completion of the transportation of the goods.
(b) The contract of carriage shall terminate upon the cancellation of the contract of carriage.
(c) The contract of carriage shall terminate upon the expiration of the term specified in the contract of carriage.

18. NEPHEW.

(a) The contract of carriage shall be binding on the Merchant and the Carrier.
(b) The contract of carriage shall be binding on the Merchant's assignees and the Carrier's assignees.
(c) The contract of carriage shall be binding on the Merchant's successors and the Carrier's successors.

19. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

20. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

21. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

22. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

23. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

24. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

25. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

26. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

27. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.

28. TITLES.

(a) The contract of carriage shall be a title to the goods.
(b) The contract of carriage shall be a title to the goods in transit.
(c) The contract of carriage shall be a title to the goods upon delivery.
NOTICE CONCERNING CARRIERS’ LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier’s limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

1. In this contract and the Notes appearing hereon:
   CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.
   SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.
   WARSAW CONVENTION means whatever of the following instruments is applicable to the contract of carriage:
   the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;
   that Convention as amended at The Hague on 28 September 1955;
   that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.
   2.0.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not “international carriage” as defined by the applicable Conventions.
   2.0.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
   2.0.2.1 applicable laws and government regulations;
   2.0.2.2 provisions contained in the air waybill, Carrier’s conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airport or other cargo sales office from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier’s conditions of carriage. The Carrier’s conditions of carriage include, but are not limited to:
   2.0.2.2.1 limits on the Carrier’s liability for loss, damage or delay of goods, including fragile or perishable goods;
   2.0.2.2.2 claims for damages, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
   2.0.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
   2.0.2.2.4 rules about Carrier’s right to refuse to carry;
   2.0.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
   3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier’s timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
   4. For carriage to which the Montreal Convention does not apply, Carrier’s liability for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless the cargo was insured and the insurance document is provided. The Montreal Convention, or in the Carrier’s tariffs or general conditions of carriage.
   5.0.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage done in accordance with Carrier’s tariff, conditions of carriage and related regulations, applicable laws including national laws implementing the Warsaw Convention and the Montreal Convention, government regulations, orders and requirements.
   5. When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereto are unpaid.
   6.0.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit the carrier to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
   6.2 In case to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit the shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
   7.0.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier’s limit of liability shall be only the weight of the package or packages concerned.
   7.0.2 In the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier’s limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
   7.0.3 in the case of loss of, damage or delay to a part of a shipment, the weight shall be used in that case only if it is used in determining the weight of the package or packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
   8. Any deviation or limitation of liability applicable to Carrier shall apply to Carrier’s agents, employees, and representatives and to any person whom the aforesaid or equipment is used by Carrier for carriage and such person’s agents, employees and representatives.
   9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
   10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
   10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
   10.1.1 In the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
   10.1.2 In the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;
   10.1.3 In the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier;
   10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
   10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
   10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
   11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper’s failure to comply with this provision.
   12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.