The following words both on the face and back hereof have the meanings hereby assigned:

(a) "Carrier" means TOYOTSU LOGISTICS SERVICE CO., LTD.

(b) "Actual Carrier' includes owners and operators of vessels, stevedores, terminal operators, road, rail and air transport operators and independent contractors and their respective servants and agents of whose services the Carrier procures for the performance of the Carriage hereunder.

(c) "Carriage" means the whole or any part of the transportations, operations and services undertaken by or on behalf of the Carrier in respect of the Goods, (d) "Container" includes any container (including any open top, flat rack or platform container), palled or any other is similar article of transport used to consolidate goods.

(e) "Goods" means the cargo described on the face hereof and, if the Goods procked into a Container supplied of runsibade by or on behalf of the Merchant, included the Container as well with the Container as well of the Cont

on. son" includes an individual, corporation, partnership or other entity as the

ich is or shall be substituted, in whole or in part, for the vessel named on the face ed.

CLAUSE PARAMOUNT

As far as this Bill of Lading covers the Carriage of the Goods by sea or inland terways, this Bill of Lading shall have effect subject to the provisions of the regardional Carriage of Goods by Sea Act of Japan, enacted 13 June 1957, as ended 3 June 1992 (hereinafter called the Act), unless it is adjudged that any other instation of a nature similar to the International Convention for the unification of tain rules of law relating to bills of lading done at Brussels on 15 August 1924 reinaffer called the Hague Rulles), the Protocol to amend the Hague Rules done trained to the Protocol of 13 February 1968 done at Brussels on 12 December 1979, indiatorily applies to this Bill of Lading, in which case it wall have effect subject the provisions of such similar legislation on which have the subject of the Protocol of Protocol of

instains, and the Act or the Nague – Rules Legislation shall be deemed to be opported therein.

The Act or the Hague – Rules Legislation shall govern before loading on and risicharge from the Vessel and throughout the entire time the Goods are in custody the Carrier, its servants, agents and Actual Carrier within the sea terminal at the 1 Loading or Port of Discharge.

If any provision herein is held to be inconsistent with or repugnant to any extent the Act, the Hague-Rules Legislation or any other laws, statues or regulations indatorily applicable to the contract evidenced by this Bill of Lading, such provision like hull and void to the extent of such inconsistency or repugnance but no further GOVERNING LAW AND JURISDICTION: contract evidenced by or contained in the Bill of Lading shall be governed by ances Law except as may be otherwise provided for herein, and any action against Carrier thereunder shall be brought before the Tokyo Distruct Court in Japan. LUMITATION STATUEES.

Carrier thereunder shall be brought before the Tokyo District Court in Japan, wever, the Carrier may bring such action to another jurisdiction. LIMITATION STATUTES thing in this Bill of lading shall operate to limit or deprive the Carrier of any utory potection or exemption or limition of liability authorized by any applicable ss, statutes and regulations of any countries. NEGOTIABILITY AND TITLE TO THE GOODS

This Bill of Lading shall be non-negotiable unless made out "to order", in which nat it shall be negotiable and shall constitute title to the Goods and the holder, by dorsement of this Bill of Lading, shall be entitled to receive or to transfer the ods described on the face hereof.

This Bill of Lading shall be prima facile evidence of the taking in charge by the trier in apparent good order.

one sement of the Bill of Lading shall be entitled to receive or to transfer the ooks described on the face hereo.

This Bill of Lading shall be prima facie evidence of the taking in charge by the rier in apparent good order and condition, except as otherwise noted, of the total mber of Containers or other packages or units enumerated overleaf. ISSUANCE OF COMBINED TRANSPORT BILL OF LADING.

The Carrier, by the issuance of this Combined Transport Bill of lading undertakes perform and for in his own amme to procure the performance of the Carriage from place at which the Goods are taken in charge to the place designated for delivery the face hereof and assumes liability as set out hereunder.

Notwithstanding the heading "Combined Transport Bill of lading" the provisions out and referred to herein shall also apply when the Carriage is performed by one deed of transport only.

This Bill of Lading is issued as to marks, number, description, quality, quantity, age, weight, measure, nature, kind, value and any other particulars of the Goods are units of the Merchant who shall be deemed to have guaranteed the accuracy of correctness of the contents and description of the Goods at the time they were en in charge by the Carrier. The Merchant also warrants that the Goods are lawful ods and contain no contraband. The Merchant shall indemnify the Carrier against 1 to risvufficiency of such particulars or from the Goods being found to be "CARRIERES" TARIFE

CARTIER'S TARIFF to provide the provisions of the Carrier's applicable Tariff are incorporated herein. Copies of the provisions are obtainable from the Carrier upon request. In the case of consistency between this Bill of Lading and the applicable Tariff, this Bill of Lading

prevail. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER

EAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER S
Carrier shall be entitled to procure the service of any Actual Carrier for the nee on any terms whatsoever the whole or any part of Carriage and any and whatsoever undertaken by the Carrier in relation to the Goods. Merebant undertakes that no claim or allegation shall be made against any Vessel whatsoever, other than the Carrier, including, but not limited to, by whom the whole or any part of the Carrier, which refusely on its good, it is performed or undertaken, which imposes or attempts to impose upon any on Vessel any liability whatsoever in connection with the Goods or the and if any claim or allegation should nevertheless be made to defend, and hold harmless the Carrier against all Consequences thereof our prejudice to the preceding paragraph, every such Person and Vessel shall benefit of every right, delense, limination and liberty of whatsoever nature nation of others is a variable to the Carrier as if such provisions were provisions, dows one of only on his own behalf but also as a gent or traiter Persons and Vessels and such Persons and Vessels shall to this contract of the parties of the provisions of the carrier of the parties of the pa

LEST UP THE CARRIER tall he responsible for loss of or damage to the Goods occurring loods are received by the Carrier at the Place of Receipt or Port riage until the time of delivery at the Port of Discharge or Place the extent set out hereunder.

time of delivery at the Port of Discharge or Place out hereunder.

e relieved of liability for any loss, damage or delay of delay in delivery was caused by:

if the Merchant into the first of the second of the se

Port of Loading or Port of Discharge on the face hereof) and store the Goods at any such place or port; or (f) comply with any orders, directions or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.

(2) The liberities set out in the preceding paragraph may be invoked by the Carrier for any purpose whatoever, whether or not connected with the Carriage of the Goods. Anything done in accordance with the preceding paragraph or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

21. INSPECTION OF GOODS

(1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any distinguishment of the contents of the property of the carrier of the Carrier property and the contents of the property of the carrier of the Carrier than abandon the Carriage thereof and/or take any measures and/or incur any additional expense to carry or to continue the Carriage or to store the same ashore or alloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any expense so incurred.

incurred.

If by order of the authorities at any place, a Container has to be opened for the contents to inspected, the Carrier shall not be liable for any loss, damage or any other consequences as a util to fany opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover e cost of such opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover e cost of such opening, unpacking, inspection and repacking from the Merchant.

MATTERS AFFECTING PERFORNIANCE.

result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

13. MATTERS AFFECTING PERFORMANCE

(1) If at any time the performance of the Carriage bereunder is or is likely to be affected by any hindrance, risk, delay, difficulty, danger or disturbance of whatsoever kind which cannot be avoided by exercise of reasonable endeavors, the Carrier, may whether or not the Carriage is commenced, without notifying the Merchant, treat the Carriage as terminated and discharge, land, store or take any other necessary means whatsoever on the Goods or any part thereof and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease. In such case, the discharge, landing and storing and any means whatsoever taken shall constitute complete and final delivery and full performance of the Carriage hereunder, and the Carrier shall be discharged from any further responsibility of the Goods.

(2) In case of the preceding paragraph, the Carrier shall be entitled to all freight and other charges due and the Merchant shall be liable for payment of all freight to the Port of Discharge or place of landing of for any other expenses incurred at such port or place as a result of the discharge, landing, storing or other means whatsoever taken by the Carrier in relation to the Goods.

(3) The situations referred to in Paragraph (1) above shall include, but not limited to, those caused by the existence or apprehension of war, declared or undeclared, hostilities, warrisk or be observed or operations. Josts, civil commotions or other disturbances or intendict, or prohibition of or restriction on commerce or trading; quarantine, sanitary or other labor troubles whether partial or general and whether on not involving employees of the Carrier or any Actual Carrier congestion of part, whatr, sea terminal or

are carried without responsibility on the past of the carried own season regligence or any other cause whatsoever.

15. DANGEROUS GOODS

(1) The Merchant undertakes not to tender any Goods which are or may become dangerous inflammable, radioactive or damageing, or which are or may become liable to damage any property whatsoever to the Carrier for Carriage without the express consent in writing of the Carrier and without the Container as well as the Goods being distinctly marked on the outsider as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements or by reason of international conventions relating to the carriage of goods of a dangerous nature.

(2) If any such Goods are delivered to the Carrier without such written consent and / or marking, or if in the optimion of the Carrier the Goods are or are liable to become of a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless at the Carrier's discretion without compensation to the Merchant and the Merchant hall be liable for and indemnify the Carrier against any kind of loss of freight and any expenses directly or indirectly arising out of or resulting from such Goods. Further, the Carrier shall be under no liability to make general average contribution in respect of such Goods.

(3) The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable dumps the Carriage.

(4) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carriage and the claims, losses, damages, or expenses, or personal injury or death arising in consequence of the Carriage of such Goods.

16. HEAVY LIFT

(1) The weight of a single piece or package exceeding one metric ton gross must be declared.

ndemnify the Carrier against an equities, no sociounising in consequence of the Carriage of such Goods.

16. IBEAVY LIFT

1) The weight of a single piece or package exceeding one metric ton gross must be declared
by the Merchani in writing before receipt by the Carrier and must be marked clearly and durably
on the outside of the piece or package in letters and numbers not less than five centimeters high,
on the outside of the piece or package in letters and numbers not less than five centimeters high.
(2) In case of the Merchani f saliure in his obligation under the preceding paragraph, the Carrier
shall not be responsible for only loss of or damage to the Goods and the Merchant shall be
responsible for loss of or damage to any property or for personal injury or death arising as a result
of the Merchani's said failure and shall indemnify the Carrier against loss or liability suffered or
mecured by the Carrier as a result of such failure.

urred to the Carrier as a result of such failure.

AUTOMOBILE AND OTHER UNPACKED GOODS:

term apparent good order and condition with reference to any automobile, rolling stock,
for, machinery and other unpacked goods does not mean that the condition of the Goods when
tended were free of any dent, scratch, hole, out and bruse that could not have been found by
inary care and diligence. The Carrier shall in no event be liable for such condition.

RON, STEEL AND METAL PRODUCTS

tractor, machinery and other unpacked goods does not mean that the condition of the Goods when received were free of any dent, seratch, hole, cat and braise that could not have been found by ordinary care and diligence. The Carrier shall in no event be liable for such condition.

18. IRON, STEEL AND METAL PRODUCTS.

Superficial rust, exidation, moisture or any like condition of any iron, steel or metal products is not a condition of damage but is inherent to the nature of the Goods and schowledgement of receipt of the Goods in apparent good order and condition does not mean that the Goods when received were free of visible rust, oxidation or moissure. The Carrier shall in no event be liable for loss or damage arising out of or resulting from such inherent nature of the Goods.

19. LIVE ANNALIS AND PLANTS

Live animals and plants, when accepted for Carriage, are received, loaded, tended, stowed, carried, discharged and delivered entirely and absolutely at the sole risk of the Merchant and without any warrants or undertaking substoewer by the Carrier that it is of the Merchant and without any warrants or undertaking substoewer by the Carrier that the Vessel is seaworthy, fitted, manned, equipped and supplied for their reception, carriage and preservation of such Goods.

20. TEMPERATURE CONTROLLED GOODS

10. The Merchant undertakes not to tender any Goods for Carriage which require temperature controlled (whether high or loss), ventilation or any other special attention without previously graving written notice of their nature and particulate remperature tange to be maintained and, in case of a temperature controlled Container packed by or on behalf of the Merchant, further undertakes that the Goods have been properly packed in the Container and that its thermostatic controls have been adequately set by the Merchant before receipt of the Goods by the Carrier; If the above requirements are not complied with, the Carrier shall not be inable for any loss of or damage to the Goods are for the same of the Goods, and th

leading marks.
SPECIAL DELIVERY OF GOODS

may be opened and the contents thereof delivered in accordance with the brands, masks, numbers, sizes or types of packages or pieces.

(2) In case the Goods have been packed into Containers by the Carrier, the Carrier shall unpack the Containers and deliver the contents thereof, provided that, at the absolute discretion of the Carrier, the Goods have been defined in Containers to the Merchant, in which case if the Containers are delivered with seals intact by the Carrier, such delivery shall be deemed as full and complete performance and the Carrier shall not be responsible for any low of the Containers.

performance and the Carrier shall not be responsible for any as a constitution of the Containers.

S. MERCHANTS RESPONSIBILITY

(1) The Merchant warrants that in agreeing to the terms and conditions bereof, he is, or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

(2) All of the person scoming with the definition of Merchant in Clause I shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations as a series of the Containers of the Co

to detective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed or loaded.

(2) The Merchant shall inspect any Container before packing the contents into the Container was filled, packed, stuffed or loaded.

(3) The Merchant shall inspect any Container before packing the contents into the Container and the use of the Container shall be prima facie evidence of the Container being sound and stutiable for use.

(3) If the Container is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container.

27. CARRIER'S CONTAINER

(1) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to any Container or other equipment furnished or arranged by the Carrier for the Merchant which occurs while in the possession or control of the Merchant, its agent or its inland carrier engaged by or on behalf of the Merchant.

(2) The Carrier in no even the inable for and the Merchant (2) The Carrier in no even the inable for and the Merchant (2) The Carrier in or even the inable for and the Merchant (2) The Carrier in or even the inable for and the Merchant (2) The Carrier of unique the container of unique the container or equipment and the property of other persons or injuries to or death of any other person caused by the Carrier's Container or contents thereof during handling by, or while in the possession or control of the Merchant, its agent or inland carrier engaged by or on behalf of the Merchant.

(3) If any Container furnished or arranged by the Carrier is unpacked at the Merchant's permises, the Merchant shall be responsible for returning the empty Container, with the interior brushed and cleaned, to the point or place designated by the Carrier is unpacked at the Merchant's permises

dispose of such Goods solely at the risk and expense at the Merchant.

30. FIRE

The Carrier shall not be liable for any loss of or damage to the Goods arising or resulting from fire occurring between the time when the Goods are received by the Carrier at the Place of Receipt or Port of Loading and the time of delivery by the Carrier at the Port of Discharge or Place of Delivery, as the case may be unless such fire shall have been caused by the actual fault or privity of the Carrier.

or Port of Loading and the time of delivery by the Carrier at the Port of Discharge or Place of Delivery, as the case may be unless such fire shall have been caused by the actual fault or privity of the Carrier.

31. NOTICE OF CLAIM AND TIME BAR

(1) Unless notice of loss of or damage to the Goods and the general nature of it is given in writing to the Carrier or its agent at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Ball of Lading.

(2) The Carrier shall be discharged from all Ballahility under this Ball of Lading unless still is brought within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event such time period shall be found to be contrary to any international convention or mandatory national law shall be found to be contrary to any international convention or mandatory national law, the period covered by such convention or mandatory national law, the period covered by such convention or mandatory national law shall then apply but in circumstance only.

32. GENERAL AVERAGE

(1) Ceneral average shall be adjusted, stated and settled at the port or place where the carrier of the owners that decide according to the York Antwerp Rules of 1974, as amended 1990 or any modification thereof, and any other rules, laws and usage of the port or place. If the adjustment as may be stated in the ocean bill of lading issued for the Goods. Such eash deposit as the Carrier or the owner of the vessel may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Merchant to the Carrier or the owner of the vessel may deem sufficient to cover the estimated contribution of the Goods such cash deposit or other security for the estimated amount of such contribution as the Carrier or the owner of the vessel may deem

e Merchana, or head of the provided for other security to the control of the Carrier shall require.

Be Off TO BLAME COLLISION AND NEW JASON CLAUSE

be both to blame collision clause and New Jason Clause provided for in the ocean bill of lading such for the floods by the owner or the operator of the carrying vessel shall be a satisfact to the arrier and be deemed to be incorporated herein and construct a part larger with the same function.

issued for the Goods by the owner or the operator of the earrying vessel shall be a sailand to the Carrier and be deemed to be incorporated herein and examine a part and a few masses free and effect as if fully set forth berein.

A. U.S.A. LOCAL CLAUSE

(1) If the Carriage covered by this Bill of Lading includes Carriage to or from or through a port or place in the Interied States of America, this lid of Lading and the subject to the Carriage of Goods by Sea Act of the United States of America approved 16 April 1936/U.S. COGSA), of which terms shall be deemed to be incorporated herein and shall be paramount throughout Carriage by sea or inland waterways and the entire time that the Goods are in the Carrier at the sea terminal in the United States of America approved to the Carrier at the sea terminal in the United States of the Carrier and State of the Carrier and Carrier and the Carrier and C

The headings set out at the beginning of numbered clauses are for convenience of r 1011 and shall not be considered in the interpretation and construction of 10 and 1011 and 1011.