

# TA-Q-BIN Compact Terms and Conditions

**Yamato Transport Co., Ltd.**

Kanto District Transport Bureau Motor Truck Freight No. 3468 Date of Approval: April 1, 2019

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## **Chapter I.** General Provisions

(Scope)

### **Article 1**

1. These Terms and Conditions shall apply to transportation of parcels to which TA-Q-BIN Compact rates apply and which are packed with dedicated materials set forth in Article 5.
2. Any matters not provided for in these Terms and Conditions shall be governed by laws or general practice.
3. Notwithstanding the provisions of the preceding two paragraphs, Yamato Transport Co., Ltd. (hereinafter referred to as “Yamato”) may accept applications for special agreements to the extent that it does not violate laws.

## **Chapter II.** Acceptance of Transportation

(Date and Time of Acceptance)

### **Article 2.**

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

(Waybill)

### **Article 3.**

1. When accepting transportation of parcels, Yamato shall issue a separate waybill for every parcel stating the following information. In such case, the information referred to in items (1) through (6) shall be entered by the consignor and the information referred to in items (7) through (16) shall be entered by Yamato; provided, however, Yamato may omit to enter the information referred to in item (11):
  - (1) name or company name, address, telephone number and postal code of the consignor;
  - (2) name or company name of the consignee, and the delivery destination, its telephone number and postal code;
  - (3) date of delivery of parcels directed by the consignor in advance (hereinafter referred to as “Desired Delivery Date”; provided, however, that it shall be within seven (7) days from the day on which Yamato receives the parcel from the consignor and ships it);
  - (4) time zone of delivery of parcels directed by the consignor in advance (hereinafter referred to as “Delivery Time Zone”);
  - (5) contents of the parcel;

- (6) special cautions for transportation (classification of the nature of the parcel, such as fragile, perishable or decaying, and other necessary information shall be included);
  - (7) type of door-to-door parcel delivery service;
  - (8) name, address and telephone number of Yamato;
  - (9) name of the branch office or other office that has accepted transportation of the parcel;
  - (10) date of receipt of the parcel;
  - (11) scheduled delivery date of the parcel (if Yamato accepts transportation of the parcel which the consignee will use on a specific day and time, Yamato shall state the intended use and the delivery date and time of the parcel);
  - (12) type of dedicated material;
  - (13) amount of freight charges and other expenses related to transportation;
  - (14) limit of liability;
  - (15) contact telephone number; and
  - (16) other necessary information related to transportation of the parcel.
2. A waybill set forth in the preceding paragraph may be issued by electromagnetic means.

(Inspection of Contents of Parcels)

**Article 4.**

1. If there is any doubt about the contents of the parcel or any special cautions for transportation on the waybill, Yamato may inspect them with the consent of the consignor and in its presence.
2. In the case where Yamato has inspected a parcel pursuant to the provision of the preceding paragraph, if the check has shown that there is no difference between the contents of the parcel or special cautions for transportation and what the consignor has stated, Yamato shall compensate for any damages arising from the inspection.
3. In the case where Yamato has inspected a parcel pursuant to the provision of paragraph 1, if the inspection has shown that there is a difference between the contents of the parcel or special cautions for transportation and what the consignor has stated, the consignor shall bear the expenses for the inspection.

(Packing)

**Article 5.**

1. When requesting shipment by TA-Q-BIN Compact, the consignor shall pack the parcel using the paid-for dedicated materials (hereinafter referred to as “Dedicated Materials”) designated by Yamato.
2. If the packing of a parcel is not suitable for transportation by TA-Q-BIN Compact, Yamato shall request that the consignor pack the parcel as required or pack the parcel as required at the expense of the consignor.

(Refusal)

**Article 6.**

1. Yamato may refuse to accept transportation of parcels if any of the following applies:
  - (1) the transportation request does not comply with these Terms and Conditions;
  - (2) the consignor fails to state any necessary information on the waybill or to give its consent to an inspection pursuant to the provision of Article 4, paragraph 1;
  - (3) the packing is not suitable for transportation;
  - (4) the consignor demands that Yamato bear a special obligation in relation to transportation;
  - (5) the transportation violates the provisions of laws, is detrimental to public order or injurious to public morals, such as transportation or transportation of private letter correspondence that is found to encourage the activities of an organized crime group (hereinafter referred to as “Organized Crime Group”) stipulated in Article 2, item (ii) of the Act on the Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991; hereinafter referred to as “Anti-Organized Crime Group Act”), or to contribute to the operation of an Organized Crime Group;

- (6) the consignor or the consignee falls under any of the following:
- (a) it is found to be an Organized Crime Group, a member of an Organized Crime Group stipulated in Article 2, item (vi) of the Anti-Organized Crime Group Act (hereinafter referred to as “Organized Crime Group Member”), an associate member of an Organized Crime Group, a person affiliated with an Organized Crime Group or any other antisocial force;
  - (b) it is found to be a juridical person or any other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member;
  - (c) it is a juridical person who is found to have any officer who is an Organized Crime Group Member; or
  - (d) it is found to be a person who commits a criminal act such as assault or intimidation or makes an unreasonable demand to Yamato (in the case of the consignee, including a person who is determined by Yamato to have an extremely high probability of committing a similar act).
- (7) the parcel is any of the following items:
- (a) explosives or other hazardous materials, unsanitary objects or any similar objects that are likely to cause damage to other parcels;
  - (b) parcels specifically determined by Yamato to be unacceptable;
    - (i) parcels to be refused due to their nature;
      - cash and checks, bills, stock certificates and other securities;
      - credit cards, cash cards, and other cards;
      - remaining ashes and memorial altars;
      - firearms and swords;
      - dogs, cats, little birds and other live animals;
      - documents, etc., which are difficult to reissue (examination admission cards, passports, and vehicle inspection certificates);
      - manuscripts, original drawings, tapes, and films which are impossible to reproduce;
      - combustible, inflammable and volatile parcels, such as fireworks, heating oil, compressed gas cylinders and thinners;
      - poisonous and toxic materials; or
      - items containing various pieces of personal information.
    - (ii) parcels to be refused due to their value;
      - parcel with a package value exceeding 30,000 yen
- (8) there is a natural disaster or other unavoidable reason.
2. If Yamato decides not to transport the parcel because it becomes aware after accepting the transportation that item (5) or (6) of the preceding paragraph applies, Yamato shall notify the consignor to that effect without delay and return the parcel to the consignor.
3. The cost for shipping back the parcel pursuant to the preceding paragraph may be borne by the consignor.

(Outer Package Label)

**Article 7.**

When receiving a parcel, Yamato shall affix on the outer packing of the parcel a label stating the information listed in items (1) through (8), items (10) and (11) (except where there is no written information) and items (14) and (15) of Article 3, paragraph 1, and other necessary information.

(Receipt of Freight Charges, Etc.)

**Article 8.**

1. When receiving parcels, Yamato shall be entitled to receive freight charges and other expenses related to transportation which Yamato has reported to the Minister of Land, Infrastructure, Transport and Tourism (hereinafter referred to as “Freight Charges, etc.”).
2. Notwithstanding the provisions of the preceding paragraph, Yamato may permit the Freight Charges, etc. to be received from the consignee upon delivery of the parcels.
3. Yamato shall post Freight Charges, etc. at its branch offices and other offices.
4. Yamato shall not rebate any part of the received Freight Charges, etc.

(Connecting Transportation or Consigned Forwarding)

**Article 9.**

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

**Chapter III. Delivery of Parcels**

(Date of Delivery of Parcels, etc.)

**Article 10.**

1. Yamato shall deliver parcels by the following scheduled delivery date of parcels; provided, however, that Yamato may deliver parcels on the day following the scheduled delivery date due to traffic conditions or other reasons:
  - (1) If the scheduled delivery date of the parcel is stated on the waybill: On such date; or
  - (2) If the scheduled delivery date of the parcel is not stated on the waybill: On the day on which the number of days obtained in a calculation as set out below on the basis of the transportation distance of the parcel has elapsed from the date of receipt of the parcel as stated on the waybill (or if the place where Yamato accepts transportation or the delivery destination is located in any of the isolated islands, mountainous areas or the like prescribed and specified by Yamato, on the day on which a reasonable number of days has elapsed from the date of receipt of the parcel):
    - (a) for the first four hundred kilometers (400 km): two (2) days; or
    - (b) for each four hundred kilometers (400 km) of transportation distance exceeding the first four hundred kilometers (400 km): one (1) day.
2. Notwithstanding the provisions of the preceding paragraph, if a Desired Delivery Date has been indicated by the consignor on the waybill and Yamato has accepted the transportation thereof, Yamato shall deliver the parcel on the Desired Delivery Date; provided, however, that Yamato may deliver the same on the day following the Desired Delivery Date due to traffic conditions or other reasons.
3. If a Delivery Time Zone has been indicated by the consignor on the waybill and Yamato has accepted the transportation thereof, Yamato shall deliver the parcel up to the Delivery Time Zone as set forth in the following items:
  - (1) If a Desired Delivery Date is not stated on the waybill: Within the Delivery Time Zone on the scheduled delivery date of the parcel  

Provided, however, that Yamato may deliver the same after the Delivery Time Zone on the scheduled delivery date of the parcel or on the day following the scheduled delivery date of the parcel due to traffic conditions or other reasons:
  - (2) If a Desired Delivery Date is stated on the waybill: Within the Delivery Time Zone on the Desired Delivery Date

Provided, however, that Yamato may deliver the same after the Delivery Time Zone on the Desired Delivery Date or on the day following the Desired Delivery Date due to traffic conditions or other reasons.

4. Notwithstanding the provisions of the preceding three paragraphs, if an intended use and the date and time of delivery for the parcel have been indicated on the waybill and Yamato has accepted the transportation thereof, Yamato shall deliver the parcel by the delivery date and time stated on the waybill.

(Delivery to Person Other Than the Consignee)

**Article 11.**

Yamato shall deem delivery of a parcel to any person as set forth in any of the following items to be the delivery to the consignee:

- (1) if the delivery designation is a residential house, any person with whom the consignee is living together at such delivery destination, or any person equivalent thereto; or
- (2) if the delivery designation is not a residential house, the concierge at such delivery designation or any person equivalent thereto.

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

**Article 12.**

1. In the case where Yamato is unable to deliver a parcel due to the absence of the consignee or any other person set forth in the preceding Article, Yamato shall take custody of the parcel at any of its branch offices or other offices after giving the consignee a written notice to that effect stating the date and time when Yamato attempted to deliver the parcel, the name of Yamato, the contact telephone number and other information necessary to deliver the parcel (hereinafter referred to as "Attempted Delivery Notice").
2. Notwithstanding the provision of the preceding paragraph, Yamato may entrust a neighbor of the consignee (including his/her concierge if the consignee is living in an apartment house, etc.) with delivery of the parcel to the consignee, by obtaining the consent of the neighbor. In such case, the name of the neighbor whom Yamato has entrusted with delivery of the parcel shall be stated on the Attempted Delivery Notice.
3. Notwithstanding the provision of paragraph 1, as for apartment houses, etc. having a cabinet dedicated for receipt of parcels that makes it possible to ensure safe custody and storage of parcels (hereinafter referred to as "Delivery Locker"), Yamato may put a parcel in the Delivery Locker by way of delivery of the parcel to the consignee. In such case, Yamato shall notify the consignee by stating on an Attempted Delivery Notice to the effect that the parcel has been put in the Delivery Locker or by attaching a "delivery notice, etc."
4. Yamato may change the delivery date and time and/or the delivery destination of the parcel if so requested by the consignee in accordance with the manner designated by Yamato; provided, however, that this shall not apply to parcels with a clear statement at a visible location on their outer packing or waybill saying that they do not require forwarding, etc.

(Measures in Cases Where Yamato Is Unable to Deliver)

**Article 13.**

1. If Yamato is unable to identify the consignee, or if the consignee refuses to receive a parcel, or is unable to receive a parcel for any other reason, Yamato shall, without delay, request instructions from the consignor on the disposition of the parcel, specifying a reasonable period of time.
2. The consignor shall bear the expenses incurred by Yamato in requesting instructions and in disposing of the parcel in accordance with such instructions as set forth in the preceding paragraph.

(Disposition of Parcels That Yamato Is Unable to Deliver)

**Article 14.**

1. If there are no instructions as set forth in paragraph 1 of the preceding Article within a reasonable period of time, Yamato may sell or otherwise dispose of the parcel in the presence of an impartial third party, after giving advance notice to the consignor and taking custody of the parcel until the day on which three (3) months have elapsed from the day on which Yamato requested instructions from the consignor; provided, however, that in the case where the parcel is perishable or decaying, if there are no instructions within a reasonable period of time, Yamato may immediately sell or otherwise dispose of the parcel after giving advance notice to the consignor.

2. In the case where Yamato has disposed of the parcel pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor thereof without delay.
3. In the case where Yamato has disposed of the parcel pursuant to the provisions of paragraph 1, Yamato shall apply the proceeds from the disposition to the expenses incurred by Yamato in requesting instructions and in taking custody and disposing of the parcel. If the proceeds are less than the expenses, Yamato shall demand payment of the shortfall from the consignor, and if the proceeds exceed the expenses, Yamato shall refund the excess to the consignor.

#### **Chapter IV. Instructions**

(Instructions)

##### **Article 15.**

1. The consignor may give instructions to Yamato on cancellation of transportation, return, forwarding or other disposition of the parcel.
2. The consignor shall not be entitled to exercise its right set forth in the preceding paragraph when the parcel is delivered to the consignee.
3. The consignor shall bear the expenses incurred by Yamato in disposing of the parcel in accordance with the instructions set forth in paragraph 1.

(Cases Where Yamato Does Not Observe Instructions)

##### **Article 16.**

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

#### **Chapter V. Accidents**

(Measures in Case of Accidents)

##### **Article 17.**

1. When a loss of the parcel is discovered, Yamato shall notify the consignor thereof without delay.
2. On discovering significant damage to the parcel, or on finding the delivery of the parcel to be significantly delayed beyond the scheduled delivery date of the parcel or the Desired Delivery Date, Yamato shall, without delay, request instructions from the consignor on the disposition of the parcel, specifying a reasonable period of time.
3. In the case set forth in the preceding paragraph, if there is no time to wait for instructions from the consignor, or if there are no instructions up to the period specified by Yamato, Yamato shall cancel transportation of, return, or otherwise properly dispose of the parcel, for the benefit of the consignor.
4. When disposing of the parcel pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor thereof without delay.
5. Notwithstanding the provisions of paragraph 2, Yamato may not observe instructions from the consignor if Yamato considers that observing the instructions would pose an obstacle to transportation.
6. When Yamato does not observe instructions pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor thereof without delay.
7. The expenses incurred by Yamato in requesting instructions and disposing of the parcel in accordance with the instructions as set forth in paragraph 2, or in disposing of the parcel pursuant to the provisions of paragraph 3 shall be borne by the consignor, if the damage of the parcel or a delay in delivery thereof is attributable to the consignor or due to the nature of or a defect in the parcel. Such expenses shall be borne by Yamato in other cases.

(Disposal of Hazardous Materials, Etc.)

##### **Article 18.**

1. If, in the course of transportation, Yamato becomes aware that the parcel falls under Article 6, paragraph 1, item (7) (a), Yamato shall unload the parcel or otherwise take disposition necessary to prevent damage related to transportation.

2. The consignor shall bear the expenses incurred by Yamato in disposing of the parcel set forth in the preceding paragraph.
3. When disposing of the parcel pursuant to the provisions of paragraph 1, Yamato shall notify the consignor thereof without delay.

(Issue of Accident Certificate)

**Article 19.**

1. When Yamato is requested to certify a loss of the parcel within one (1) year after the scheduled delivery date of the parcel or the Desired Delivery Date, Yamato shall issue an accident certificate.
2. When Yamato is requested to certify damage to the parcel or a delay in delivery thereof within fourteen (14) days of the date of delivery of the parcel, Yamato shall issue an accident certificate.

**Chapter VI. Liability**

(Commencement of Liability)

**Article 20.**

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

(Liability and Burden of Proof)

**Article 21.**

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

(Discharge from Liability)

**Article 22.**

1. Yamato shall not be liable to compensate for any damages caused by loss of, damage to, or a delay in delivery of a parcel resulting from any of the following events:
  - (1) a defect in or natural wear and tear of the parcel;
  - (2) ignition, explosion, rot, mold, decay, change in color, rust or any other similar event caused by the nature of the parcel;
  - (3) labor slowdown or strike, social unrest or any other incidents or robbery;
  - (4) fire started due to reasons beyond control;
  - (5) an unforeseeable extraordinary hazard to traffic conditions;
  - (6) an earthquake, tsunami, tidal surge, flood, storm, landslide, avalanche or any other natural disaster;
  - (7) suspension of transportation, unsealing, condemnation, attachment or surrender to any third party pursuant to laws or regulations or the exercise of public authority; or
  - (8) an error in writing of information to be stated by the consignor on a waybill, or other willful misconduct or negligence on the part of the consignor or the consignee.
2. Yamato shall not be liable to compensate for damages or to provide replacements free of charge for any Dedicated Materials damaged by transportation.

(Special Provisions on Parcels Subject to Restriction on Acceptance, Etc.)

**Article 23.**

1. Yamato shall not be liable to compensate for damages resulting from loss of, damage to, or a delay in delivery of a parcel falling under Article 6, paragraph 1, item (5).
2. Yamato shall not be liable to compensate for damages resulting from loss of, damage to, or a delay in delivery of a parcel falling under Article 6, paragraph 1, item (7), if Yamato has accepted transportation without knowing the facts.
3. With respect to parcels requiring special attention during transportation, such as fragile, perishable or

decaying items, if the consignor fails to state such nature of the parcel on the waybill and Yamato is not aware of such fact, Yamato shall not assume any liability for damages resulting from any loss of or damage to the parcel arising from the failure to pay special attention during transportation.

(Special Grounds for Extinction of Liability)

**Article 24.**

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

(Amount of Compensation)

**Article 25.**

1. Yamato shall pay the value of a parcel (which is the value at the place of shipment; hereinafter the same shall apply) as compensation for damages for loss of a parcel, up to the limit of liability specified in the waybill (hereinafter referred to as "Limit of Liability").
2. Yamato shall compensate for damage to a parcel on the basis of the value of the parcel, according to the extent of the damage up to the Limit of Liability.
3. In the case where Yamato has decided to make compensation pursuant to the provisions of the preceding two paragraphs, if it is considered obvious that the consignor or the consignee may be significantly damaged, Yamato shall, notwithstanding the provisions of the preceding two paragraphs, make compensation up to the Limit of Liability.
4. Yamato shall compensate for damages caused by a delay in delivery of a parcel in the following manner:
  - (1) in the cases referred to in Article 10, paragraphs 1 through 3, Yamato shall make compensation for property damage resulting from a failure to deliver the parcel by the day following the scheduled delivery date of the parcel or the day following the Desired Delivery Date, up to the Freight Charges, etc., unless Yamato has notified the consignee with an Attempted Delivery Notice as set forth in Article 12 by the day following the scheduled delivery date of the parcel or the day following the Desired Delivery Date; or
  - (2) in the cases referred to in Article 10, paragraph 4, Yamato shall make compensation for property damage resulting from unavailability of the parcel on the specified date and time, up to the Limit of Liability.
5. If loss of or damage to a parcel and damage from a delay in delivery of the parcel occur concurrently, Yamato shall pay the sum of damages under paragraphs 1, 2 or 3 and the preceding paragraph, up to the Limit of Liability.
6. Notwithstanding the provisions of the preceding five paragraphs, in the event of loss of, damage to, or a delay in delivery of a parcel due to willful misconduct or gross negligence on the part of Yamato, Yamato shall compensate for any and all damages resulting therefrom.

(Reimbursement, Etc. of Freight Charges, Etc.)

**Article 26.**

If a natural disaster or other unavoidable event or any event attributable to Yamato causes loss of, serious damage to, or a delay in delivery of a parcel (only in the case referred to in Article 10, paragraph 4), Yamato shall reimburse the Freight Charges, etc. In such case, the consignor shall not claim any Freight Charges, etc., if Yamato has not yet received them.

(Statute of Limitation)

**Article 27.**

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



(Liability in Connecting Transportation or Consigned Forwarding)

**Article 28.**

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

(Consignor's Liability for Compensation)

**Article 29.**

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

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