

Kuroneko Yu-Packet Terms and Conditions

Yamato Transport Co., Ltd.

Kanto District Transport Bureau Motor Truck Freight No. 567 Date of Approval: September 15, 2023

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Chapter I. General Provisions

(Definitions)

Article 1.

"Kuroneko Yu-Packet" refers to a transportation service that uses Yu-Packet of Japan Post Co., Ltd. (hereinafter referred to as "Japan Post") (hereinafter referred to as "Yu-Packet") to deliver parcels (hereinafter referred to as "Parcels") received from a consignor to a consignee on the premise that Yamato is responsible for transportation to the consignee.

(Scope of Application)

Article 2.

- 1 These Terms and Conditions apply to the transportation of Parcels using Kuroneko Yu-Packet. After the Parcels are handed over to Japan Post, their transportation shall be carried out in accordance with the rules of Japan Post.
- 2 Any matters not provided for in these Terms and Conditions shall be governed by laws and regulations or general practice.
- 3 Notwithstanding the provisions of the preceding two paragraphs, Yamato may accept offers for special agreements to the extent that they do not violate laws and regulations.

Chapter II. Transportation Service

Section 1. General Rules

(Date and Time of Acceptance)

Article 3.

- 1 Yamato shall set the dates and hours for accepting Parcels and post them at its branch offices and other offices.
- 2 When intending to change the dates and hours for accepting Parcels set forth in the preceding paragraph, Yamato shall post the new dates and hours at its branch offices and other offices in advance.

Section 2. Undertaking of Transportation

(Waybill)

Article 4.

- 1 When undertaking 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 (4) shall be entered by the consignor and the information referred to in items (5) through (7) shall be entered by Yamato:
 - (1) name or company name, postal code and address of the consignor;
 - (2) name or company name and postal code of the consignee and the delivery destination;
 - (3) contents of the Parcel;
 - (4) special cautions for transportation (classification of the nature of the Parcel, such as fragile, perishable or decaying, and other necessary information shall be included);
 - (5) name of the transportation service;
 - (6) name and contact phone number of Yamato; and
 - (7) other necessary information related to the transportation of the Parcel.
- 2 The waybill set forth in the preceding paragraph may be issued by electromagnetic means.

(Outer Package Label)

Article 5.

The consignor must affix on the outer packing of the Parcel a label stating the matters listed in the items of Article 4, paragraph 1 (except for the matters Yamato determines to be unnecessary) and other matters specified by Yamato, with the indication of "deferred payment".

(Inspection of Type and Nature of Parcels)

Article 6.

- 1 When receiving a request for transportation of a Parcel, Yamato may ask the consignor to notify Yamato of the type and nature of the Parcel.
- 2 In the case of the preceding paragraph, if there is any doubt about the information given by the consignor on the type and nature of the Parcel, Yamato may inspect the Parcel with the consent of the consignor and in its presence.
- 3 In the case where Yamato has conducted an inspection pursuant to the provision of the preceding paragraph, if the inspection has shown that there is no difference between the type and nature of the Parcel and what the consignor has stated, Yamato shall compensate for any damage arising from the inspection.
- 4 In the case where Yamato has conducted an inspection pursuant to the provision of paragraph 2, if the inspection has shown that there is a difference between the type and nature of the Parcel and what the consignor has stated, the consignor shall bear the expenses for the inspection.

(Limits on Size, etc. of Parcels)

Article 7.

- 1 Yamato shall accept Parcels of the following size and weight as Kuroneko Yu-Packet; provided, however, that this shall not apply in the case where Japan Post has refused the delivery.
 - (1) Size: 34 cm or less in length on the long side, 3 cm or less in thickness, and 60 cm or less in total for length, width and thickness
 - (2) Weight: 1 kg or less

2 Notwithstanding the provisions of the preceding paragraph, the following minimum limits on the size of a Parcel shall be observed:

- (1) cylindrical or similar shaped: 14 cm long, and diameter/minor axis or the like: 3 cm long;
- (2) those with a shape other than as stipulated in the preceding item: 14 cm long, 9 cm wide; and
- (3) even if the item size is smaller than the above (1) or (2), it can be sent by attaching an address label of at least 12 cm in length x 6 cm in width, made of cardboard, or paper or cloth with sufficient durability.

(Packing)

Article 8.

- 1 The consignor shall pack the Parcel in a manner suitable for transportation, in accordance with the nature, size, weight, etc. of the Parcel.
- 2 If the packing of a Parcel is not suitable for transportation, Yamato shall request that the consignor pack the Parcel as required, or Yamato shall pack it as required at the expense of the consignor.

(Refusal)

Article 9.

Yamato may refuse to undertake 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, to notify Yamato of information pursuant to the provision of Article 6, paragraph 1 or to give its consent to an inspection pursuant to the provision of paragraph 2 of the said Article;
- (3) it is found that the Parcel is not suitable for transportation;
- (4) there is no equipment, etc. suitable for the transportation;
- (5) the consignor demands that Yamato bear a special obligation in relation to the transportation;
- (6) the transportation violates the provisions of laws and regulations, or is detrimental to public order or injurious to public morals, such as transportation or private letter transportation that is found to promote the activities of an organized crime group (hereinafter referred to as "Organized Crime Group") stipulated in Article 2, item (ii) of the Act on 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;
- (7) the consignor or the consignee falls under any of the following items:
 - (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 has committed a criminal act, such as assault or intimidation, or has made 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).
- (8) there is a natural disaster or any other unavoidable circumstances; or

(9) the Parcel is any of the following items:

- (a) explosives or other hazardous materials, items that are perishable or that easily decay, narcotics, unsanitary objects or any similar objects that are likely to cause damage to other Parcels;
- (b) items specifically stipulated by Yamato:
 - 1. cash and checks, bills, share certificates and other securities;
 - 2. documents, etc., that are difficult to reissue (examination admission cards, passports, and vehicle inspection certificates);
 - 3. manuscripts, original drawings, tapes, and films that are impossible to reproduce;
 - 4. credit cards, cash cards, and other cards;
 - 5. ashes and spirit tablets;
 - 6. combustible, inflammable and volatile items, such as fireworks or thinners;
 - 7. firearms, swords, or similar items;
 - 8. poisonous and toxic materials;
 - 9. animals and plants;
 - 10. items containing various pieces of personal information; or
 - 11. precious metals, jewels and other valuables.
- (c) Parcel with a package value exceeding 3,000 yen.

(Connecting Transportation or Consigned Forwarding)

Article 10.

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 any other motor truck transportation company or any other facilities for transportation.

Section 3. Receipt and Delivery of Parcels

(Receipt of Parcels)

Article 11.

Yamato shall receive a Parcel from the consignor or the person designated by the consignor at the designated place of pickup or shipment. In such case, the consignor or the person designated by the consignor must notify Yamato of the size of the Parcel and, if there are several Parcels, they must group those Parcels by size and consign them.

(Delivery of Parcels)

Article 12.

After Yamato hands over Parcels to Japan Post, their transportation shall be carried out in accordance with the provisions of the transportation terms and conditions of Japan Post applicable to Yu-Packet.

(Measures to Be Taken When Japan Post Is Unable to Deliver)

Article 13.

- 1 When a Parcel is returned from Japan Post for reasons such as Japan Post cannot identify the consignee, or when the consignee returns the Parcel to Yamato with or without reason, Yamato shall return the Parcel to the consignor without delay without any instructions from the consignor.
- 2 When Yamato returns the Parcel pursuant to the provisions of the preceding paragraph, Yamato shall notify the consignor of the reason for such return without delay.

- 3 When Yamato returns a Parcel in accordance with the provisions of paragraph 1, it shall collect the full amount of the freight charges and other fees, etc.; provided, however, that this shall not apply in the case where such return is due to a reason for which Yamato is responsible. In such case, if Yamato has already received all or part of the freight charges and other fees, etc., Yamato shall pay those amounts back.

(Handling of Unreturnable Parcels)

Article 14.

- 1 If a Parcel to be returned to the consignor cannot be returned to the consignor because the consignor is unknown or because of other reasons, Yamato may inspect it.
- 2 In the case where the Parcel cannot be delivered or returned to the consignor even after the inspection pursuant to the provisions of the preceding paragraph, Yamato shall store it after restoring it.
- 3 When Yamato stores the Parcel pursuant to the provisions of the preceding paragraph, Yamato shall record the processing status so that it can promptly respond to a request for delivery of such Parcel or an inquiry thereon.
- 4 If there is no request for delivery of the Parcel within three months from the date of commencement of storage in accordance with the provisions of paragraph 2 above, Yamato shall dispose of the Parcel after cutting up items included in the Parcel that are not valuables or taking other measures for those items so that the information stated on those items cannot be read. In addition, any valuable items included in the Parcel that may be lost or damaged or that require expenses beyond those necessary for storage may be sold. Yamato shall use the proceeds for the expenses required in relation to a request for delivery as well as the storage and disposal of the Parcel, and if there is any surplus, Yamato shall retain it.
- 5 In the event that no one makes a request for delivery of the Parcel within one year from the date of commencement of its storage pursuant to the provisions of paragraph 2, the valuables, other than those sold pursuant to the provisions of the preceding paragraph, and sales proceeds retained pursuant to the provisions of the preceding paragraph shall belong to Yamato.

Section 4. Instructions

(Instructions)

Article 15.

- 1 The consignor may give instructions to Yamato on the cancellation of transportation, return, or other disposition of the Parcel. However, in this case, the freight charges, etc. set forth in Article 19, paragraph 1 shall not be refunded.
- 2 The consignor's right set forth in the preceding paragraph shall extinguish when the Parcel is delivered to the consignee.
- 3 The consignor shall bear the expenses incurred by Yamato in relation to 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 refuse to observe instructions given pursuant to the provisions of paragraph 1 of the preceding Article 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.

Section 5.Accidents

(Measures in Case of Accidents)

Article 17.

- 1 When the loss of a Parcel is discovered, Yamato shall notify the consignor thereof without delay.
- 2 When Yamato discovers significant damage to the Parcel, or when the handover of the Parcel to Japan Post is significantly delayed, Yamato shall, without delay, request instructions from the consignor on the disposition of the Parcel, specifying a reasonable period of time for providing instructions.
- 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 within the period specified by Yamato, Yamato may, at its own discretion, cancel transportation of or return the Parcel, change the transportation route or transportation method, 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 refuse to observe the 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 a Parcel in accordance with the instructions set forth in paragraph 2, or in disposing of a Parcel pursuant to the provisions of paragraph 3 shall be borne by the consignor if the damage to the Parcel or delay in the handover is attributable to the consignor or due to the nature of or a defect in the Parcel, and in other cases, such expenses shall be borne by Yamato.
- 8 Any loss of or damage to a Parcel after Yamato hands it over to Japan Post shall be handled in accordance with the preceding seven paragraphs only if Yamato is notified of such loss or damage through measures taken by Japan Post in case of an accident.

(Disposal of Hazardous Materials, etc.)

Article 18.

- 1 If, in the course of transportation, Yamato becomes aware that the Parcel falls under Article 9, item (9) (a), Yamato shall unload the Parcel or otherwise dispose of the Parcel to prevent damage related to transportation.
- 2 The consignor shall bear any and all expenses incurred by Yamato in disposing of the Parcel as 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.

Section 6.Freight Charges and Other Fees

(Freight Charges and Other Fees)

Article 19.

- 1 For undertaken transportation, Yamato shall receive the freight charges and other transportation fees (hereinafter referred to as "Freight Charges, etc.") notified to the Minister of Land, Infrastructure, Transport and Tourism.
- 2 Freight Charges, etc. shall be posted at its branch offices and other offices.
- 3 Yamato shall not refund any part of the received Freight Charges, etc.

(Method of Receiving Freight Charges, etc.)

Article 20.

- 1 When receiving a Parcel, Yamato shall receive Freight Charges, etc. from the consignor.
- 2 In the case referred to in the preceding paragraph, if the amount of Freight Charges, etc. has not been determined, Yamato shall receive an advance of the estimated amount thereof and, after the amount of Freight Charges, etc. is determined, Yamato shall reimburse the excess to the consignor if the received amount exceeds such determined amount, or shall demand payment of the shortfall from the consignor if the received amount is less than such determined amount.
- 3 If there is any difference between the size declared in accordance with Article 11 and the size measured by Japan Post at the time of the handover, Yamato may receive the Freight Charges, etc. based on the size measured by Japan Post.

(Late Payment Fee)

Article 21.

In the event that the consignor fails to pay the Freight Charges, etc. set forth in the preceding Article, Yamato may charge a late payment fee at the rate of 14.5 percent per annum for the period from the day following the date of delivery of the Parcel to the consignee to the date of receipt of payment.

(Right to Claim Freight Charges)

Article 22.

- 1 If a natural disaster, other unavoidable event or any event attributable to Yamato causes all or part of a Parcel to be lost or seriously damaged, Yamato shall not charge the Freight Charges, etc. In such case, if Yamato has already received all or part of the Freight Charges, etc., it shall reimburse them.
- 2 In the event that all or part of a Parcel is lost or seriously damaged due to the nature of or a defect in the Parcel or any event attributable to the consignor, Yamato shall receive the full amount of its Freight Charges, etc.

(Accidents, etc. and Freight Charges, etc.)

Article 23.

In the case where Yamato has disposed of a Parcel in accordance with the provisions of Articles 17 and 18, Yamato shall receive Freight Charges, etc. according to such disposition or in proportion to the rate of transportation already performed; provided, however, that in the case where Yamato has already received all or part of the Freight Charges, etc. for such Parcel, if the amount of such Freight Charges, etc. is less than the amount to be received, Yamato shall demand payment of the shortfall from the consignor, and if the amount of such Freight Charges, etc. exceeds the amount to be received, Yamato shall reimburse the excess to the consignor.

(Cancellation Fee)

Article 24.

- 1 If Yamato complies with instructions on the cancellation of transportation, Yamato may charge a cancellation fee unless there is a reason that is not attributable to the consignor; provided, however, that in the case where the consignor gives instructions to cancel transportation, Yamato shall not charge the consignor if Yamato believes that there is no risk of posing an obstacle to transportation.
- 2 The cancellation fee set forth in the preceding paragraph shall be the amount equivalent to the Freight Charges, etc. per transportation contract.

Section 7. Liability

(Commencement of Liability)

Article 25.

Yamato's liability for loss of or damage to a Parcel shall commence when Yamato receives the Parcel from the consignor.

(Liability and Burden of Proof)

Article 26.

Yamato shall be liable to compensate for damage 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; provided, however, that this shall not apply when 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 the receipt, transportation, storage and delivery of the Parcel.

(Discharge from Liability)

Article 27.

Yamato shall not be liable to compensate for any damage caused by loss of or damage to a Parcel resulting from any of the following causes:

- (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 theft;
- (4) fire caused by reasons beyond control;
- (5) an earthquake, tsunami, tidal surge, flood, storm, landslide, avalanche or any other natural disaster;
- (6) an unforeseeable extraordinary hazard to traffic conditions;
- (7) suspension of transportation, unsealing, confiscation, attachment or surrender to any third party pursuant to laws or regulations or the exercise of public authority; or
- (8) an error in writing the 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.

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

Article 28.

- 1 Yamato shall not be liable to compensate for damage resulting from loss of or damage to a Parcel falling under Article 9, items (6) and (7).
- 2 Yamato shall not be liable to compensate for damage resulting from loss of or damage to a Parcel falling under Article 9, item (9), if Yamato has undertaken 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 outer package label and Yamato is not aware of such fact, Yamato shall not assume any liability for damage 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 29.

- 1 Yamato's liability for damage to a Parcel shall cease fourteen (14) days after the date of delivery of the Parcel to the consignee, 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 while knowing of the damage.

(Compensation for Damage)

Article 30.

- 1 As compensation for damage for loss of a Parcel, Yamato shall pay the value of the Parcel (which is the value at the place of shipment; hereinafter the same shall apply) up to the amount of 3,000 yen.
- 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 amount of 3,000 yen.

(Statute of Limitations)

Article 31.

- 1 Yamato's liability shall cease if no judicial claim is made within one (1) year from the date of completion of the delivery of a Parcel (or in the case of total loss of the Parcel, the day on which the delivery of the Parcel was to be completed).
- 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 32.

Even in the case where Yamato transports Parcels in cooperation with any other facilities for transportation or by utilizing any other motor 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 33.

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

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Yamato Transport Co., Ltd.
2-16-10 Ginza, Chuo-ku, Tokyo