

Baggage temporary storage service terms and conditions

These terms and conditions (hereinafter referred to as the “Ts & Cs”) stipulate the necessary matters regarding the use of the baggage temporary storage service (hereinafter referred to as the “Service”) operated by Yamato Transport Co., Ltd., (hereinafter referred to as "YAMATO") and apply to any and all matters relating to the use of the Service between YAMATO and customers who use the Service (hereinafter referred to as the "User").

Article 1 (Agreement)

The User may use the Service by agreeing to the Ts & Cs.

Article 2 (Contents of the Service)

In accordance with the Ts & Cs, YAMATO temporarily stores the User’s baggage (including the contents thereof, hereinafter referred to as the "Baggage") entrusted to YAMATO by the User.

2. An individual contract for use of the Service will be formed when YAMATO issues a claim tag to the User in accordance with Article 6. In this case, YAMATO accepts one piece of the Baggage for one day in principle and stores the Baggage in the same condition as received from the User with due care of a prudent manager. With respect to the Baggage that has passed the storage period, YAMATO will handle with the same care Yamato would exercise over its own property.

Article 3 (Baggage)

The size of the Baggage that can be checked in with the Service is limited to a total of 200cm (length + width + height) and a weight of 30kg or less.

2. Notwithstanding the provisions of the preceding paragraph, under the Service YAMATO cannot accept the Baggage that includes the following items. In addition, if YAMATO accepts any of the following items without knowing or in a state where it cannot be visible or recognized by appearance, YAMATO shall not be held liable for any loss or damage of the Baggage.
 - (1) Items that require a special burden for storage
 - (2) Items that violate legal provisions or public order and morals
 - (3) Explosives and other dangerous goods, unclean items and items that may cause damage to other baggage or facilities
 - (4) Items whose properties are not suitable for storage by the Service
 - Cash, checks, bills, stocks and other securities
 - Credit cards, cash cards, etc.
 - Passport, examination ticket, vehicle inspection certificate etc.
 - Fragile electronic devices (PCs, smartphones, tablets, etc.)

- Items containing multiple personal information
- Fresh food etc., perishable goods
- Ashes, memorial tablets, Buddhist altars
- Guns and swords
- Pets such as dogs, cats, and small birds
- Unrecoverable manuscripts, original drawing, films
- Fireworks, kerosene, gas cylinders, paint thinner, and other flammable, combustible, or volatile items
- Poisonous and deleterious substances
- Antiques, art, other items for which it is difficult to assess the market value

(5) Baggage the value (per piece) of which exceeds JPY100,000

(6) Items that YAMATO deems unsuitable for storage

Article 4 (Fee)

The fee for the Service is JPY1,000 (inclusive of consumption tax) per piece of the Baggage per day, and unless otherwise notified by YAMATO to the User, the Baggage will only be kept for one day.

2. YAMATO will collect the fee specified in the preceding paragraph upon receipt of the Baggage from the User.

3. For the Service, the fee described in the paragraph 1 will be charged at the time the Baggage is checked, and the fee collected by YAMATO will not be refunded (regardless of whether in whole or in part) for any reason.

Article 5 (Service Hours)

The Service hours (hereinafter referred to as the "Service Hours") is a certain time period announced to the User by YAMATO at YAMATO's service counter and is regarded as one day. The User may not check or claim the Baggage outside the Service Hours.

Article 6 (Issuance of claim tag)

When using the Service, the User must fill out the application form specified by YAMATO with necessary information and check the Baggage at YAMATO's service counter. After confirming the contents of the application form, YAMATO will receive the Baggage from the User and issue a claim tag to the User.

Article 7 (Storage Period)

The storage period for the Baggage under the Service (hereinafter referred to as the "Storage Period") is limited to the Service Hours on the day that the Baggage is checked with YAMATO (hereinafter referred to as the "Check-in Date"), and the User must claim the Baggage within the Service Hours of the Check-in Date.

However, this does not apply if YAMATO advises otherwise to the User.

2. If the Baggage is not claimed within the Service Hours, the Baggage will be returned to the User on the next business day or later.

3. If the User does not claim the Baggage within the Service Hours of the day of the Check-in Date, YAMATO will charge a late fee of JPY1,000 (inclusive of consumption tax) per Baggage and per day of postponement.

Article 8 (Return of Baggage)

The Baggage will be returned to the User in exchange for the claim tag.

2. If the claim tag is lost or missing, the User must contact YAMATO immediately. In this case, YAMATO will return the Baggage after verifying the User's identity in a manner specified by YAMATO, such as requesting presentation of the User's passport or other ID and explanation of the characteristics of the Baggage's appearance and its contents.
3. If a late fee has been levied under the preceding Article, YAMATO may exercise a lien on the Baggage until the late fee is paid.

Article 9 (Disposal of Baggage)

If the User does not claim the Baggage within one month from the Check-in Date or if the User does not pay the late fee under Article 7 or if YAMATO objectively determines that the User cannot be contacted, or under any other circumstance where YAMATO determines that it is difficult to continue providing the Service, the User may be deemed to have waived his/her rights to the Baggage, and YAMATO has the right to sell or otherwise dispose of the Baggage in the presence of a fair third party. Notwithstanding the above, however, if the Baggage is perishable or of a nature that is easily deteriorated or spoiled, or if YAMATO deems it necessary for other rational reasons, YAMATO may dispose of the Baggage immediately.

2. When YAMATO disposes of the Baggage in accordance with the provisions of the preceding paragraph, the fee for the Service received by YAMATO will be applied to the costs incurred in storing and disposing of the Baggage.

Article 10 (Damages)

If the Baggage is lost or damaged due to a cause attributable to YAMATO, YAMATO's liability for damages will be (i) the amount of value (current market value) of the Baggage up to JPY100,000 per piece in the case of loss, and (ii) the amount of value determined depending on the degree of damage to the Baggage based on current market value of the Baggage up to JPY100,000 in the case of physical damage to the Baggage, but in neither case shall YAMATO be liable for indirect damages. However, the above does not apply if the damage is caused by willful misconduct or gross negligence of YAMATO.

2. If the User causes damage to YAMATO due to defect or nature of the Baggage, or if the User causes damage to YAMATO through intentional or negligent failure to fulfill the obligations set forth in the Ts & Cs, the User shall be liable to compensate YAMATO for such damage.

Article 11 (Disclaimer)

YAMATO shall not be liable for compensation for any loss or damage to the Baggage (including indirect damages or damage to the Baggage) caused by any of the following causes.

- (1) Baggage defects, Baggage defects and natural wear
- (2) Ignition, explosion, steam, mold, decay, discoloration, rust, or other similar reasons due to the nature of the Baggage
- (3) Strikes or stalls, social disturbances or other incidents, or robbery
- (4) Fire caused by force majeure
- (5) Earthquakes, tsunamis, storm surges, floods, storms, landslides, collapses, and other natural disasters
- (6) Opening due to the exercise of laws or public authority, confiscation, seizure or delivery to a third party.
- (7) Handing over to a third party due to loss or theft of a claim tag
- (8) In the case of violation of the Ts & Cs by the User
- (9) Damages caused by the User's intentional or negligent acts.

Article 12 (Language)

The Ts & Cs are made in Japanese and translated into English. The Japanese text is the original and the English text is for reference purpose. If there is any conflict or inconsistency between the two texts, the Japanese text shall prevail.

Article 13 (Governing Law)

The Ts & Cs shall be governed and construed in accordance with the laws of Japan.

Article 14 (Jurisdiction)

Any dispute arising out of or in connection with the Ts & Cs shall be subject to the exclusive jurisdiction of the Tokyo District Court in first instance.

Article 15 (Changes to the Ts & Cs)

YAMATO reserves the right to change the Ts & Cs at the discretion of YAMATO without obtaining consent from User. If the Ts & Cs are changed while the User is using the Service, the Ts & Cs at the time of completion of the individual contract on the User's Baggage shall apply.

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