

Conditions of Carriage of Courier Service (Takkubin)

Chapter 1 General Provisions

Article 1 (Scope of Application)

- 1 These Conditions shall apply to the carriage from an airport of arrival to the designated destination of a parcel covered by Takkubin fares performed by Our Company.
- 2 Matters not provided for in these Conditions shall be governed by laws and regulations or general customs.
- 3 Notwithstanding the provisions of the preceding two paragraphs, Our Company may accept an offer for special agreements to the extent that does not violate any laws or regulations.

Chapter 2 Consignment of Carriage

Article 2 (Date and Time of Receipt)

- 1 Our Company shall set the date and time of receipt, and post it in front of business offices or other offices.
- 2 When changing the date and time of receipt set forth in the preceding paragraph, such change shall be posted in front of business offices or other offices in advance.

Article 3 (Invoice)

When accepting the carriage of a parcel, Our Company will issue an invoice for each parcel containing the following information. In this case, Items (i) through (vi) shall be filled in by the consignor, and Items (vii) through (xvi) shall be filled in by Our Company; provided, however, that Our Company may, at the consignor's request, fill in Items (i) through (vi) on the invoices on behalf of the consignor.

- i. Name or trade name, address, telephone number, and postal code of the consignor
- ii. Name or trade name, and delivery address, telephone number, and postal code of the consignee
- iii. The day on which delivery of a parcel is to be made, as instructed in advance by the consignor (hereinafter referred to as the "Desired Delivery Date;" provided, however, that it shall be within seven (7) days from the date Our Company receives the parcel from the consignor and dispatches the same.)
- iv. Time zone for delivery of the parcel instructed in advance by the consignor (hereinafter referred to as the "Delivery Time Zone")
- v. Product name of the parcel
- vi. Special precautions for carriage (such as those that are fragile, susceptible to deterioration or decomposition, classification of the nature of the parcel, and other necessary matters shall be stated.)
- vii. Name of the courier service
- viii. Name, address, and telephone number of Our Company
- ix. Name of business office or any other office that accepted carriage of the parcel
- x. Date of receipt of the parcel
- xi. Scheduled delivery date (Descriptions may be omitted if the consignor did not notify the scheduled receipt date.)
- xii. Classification of weight and volume
- xiii. Amount of fare and other expenses related to carriage
- xiv. Maximum amount of liability
- xv. Contact telephone number
- xvi. Other necessary matters concerning the carriage of parcels

Article 4 (Inspection of Contents of Parcel)

- 1 If there is any doubt about the product name of a parcel or special precautions for carriage described on an invoice, Our Company may inspect the same in the presence of the consignor with his/her consent.
- 2 In the case where Our Company has conducted the inspection pursuant to the provisions of the preceding paragraph, if the product name of the parcel or special precautions for carriage do not differ from those stated by the consignor, Our Company shall compensate for damages resulting therefrom.
- 3 In the case of an inspection pursuant to the provisions of Paragraph 1, if the product name of the parcel or the special precautions for carriage differ from those stated by the consignor, the expenses required for the inspection shall be borne by the consignor.

Article 5 (Packing)

- 1 The consignor shall pack the parcel in a manner that is suitable for carriage, depending on the nature, weight, volume, etc. of the parcel.
- 2 Our Company shall, when the packing of the parcel is not suitable for carriage, request the consignor to pack it as required or conduct the necessary packing at the expense of the consignor.

Article 6 (Rejection of Acceptance)

Our Company may refuse to accept carriage in any of the following cases:

- i. Where the offer of carriage does not comply with these Conditions of Carriage;
- ii. Where the consignor fails to enter the necessary information on the invoice or give consent to the inspection pursuant to the provisions of Paragraph 1 of Article 4;
- iii. Where the packing is not suitable for carriage;
- iv. Where a special burden is requested by the consignor in connection with carriage;
- v. Where the carriage such as the carriage of correspondence is contrary to the provisions of laws and regulations or public order or morality;
- vi. Where the parcel comprises the following:
 - a. Explosives and other dangerous goods, unsanitary goods, and other goods that are liable to cause damage to other parcels
 - b. Those for which Our Company specifically rejects acceptance
 - (i) Those rejected due to the nature of the parcel
 - Cash and checks, notes, share certificates, and other marketable securities
 - Credit cards, cash cards, and other cards
 - Remains, Buddhist mortuary tablets, and Buddhist altars
 - Firearms and swords
 - Pets such as dogs, cats, and birds
 - Examination slips, passports, and vehicle verifications that are difficult to reissue
 - Non-reproducible manuscripts, original drawings, tapes, and films
 - Fireworks, kerosene, gas cylinders, thinners, and other articles that are flammable, combustible, or volatile
 - Poisonous and deleterious substances
 - Content contains multiple pieces of personal information
 - (ii) Those rejected by the value of the parcel
 - Those with a pack value exceeding 300,000 yen
- vii. In addition to those listed in the preceding item, those for which transportation is prohibited or restricted by the Civil Aeronautics Act, other laws and regulations, or orders, rules, or requests of public agencies;

- viii. Those that have imperfect packaging or packing, those that are liable to be broken, those that are liable to decay or change in quality, those that emit an odor, or those otherwise recognized by Our Company to cause trouble to others;
- ix. Any substance that Our Company deems to be harmful to humans, or objects on board or aircraft;
- x. Any declaration that Our Company deems false regarding the matters stated on the invoice;
- xi. Other matters that Our Company deems unreasonable in terms of aviation security; or
- xii. In the event of a natural disaster or any other unavoidable reason.

Article 7 (Exterior Indication)

- 1 At the time of accepting the parcel, Our Company shall attach a document describing the matters listed in Items (i) and (ii), Items (v) through (ix), Item (x) (excluding cases where no description is given), Items (xiv) and (xv) of Paragraph 1 of Article 3, and other necessary matters to the exterior of the parcel.
- 2 If the indication as set forth in the preceding paragraph is deemed inappropriate due to the quality, shape, etc. of the parcel, Our Company may indicate it by other methods.

Article 8 (Collection of Fares, etc.)

- 1 Our Company shall collect fares and charges and other carriage expenses (hereinafter referred to as "Fares, etc.") notified to the Minister of Land, Infrastructure, Transport and Tourism at the time of receipt of parcels.
- 2 Notwithstanding the provisions of the preceding paragraph, Our Company may acknowledge that Fares, etc. will be collected from the consignee at the time of delivery of the parcel.
- 3 Fares, etc. shall be posted in front of business offices or other offices.
- 4 Our Company shall not rebate collected Fares, etc.

Article 9 (Liaison Transportation or Using Other Transportation Organizations)

Our Company may transport an accepted parcel in liaison with other transportation organizations or using transportation of other motor truck transportation business operators or other transportation organizations, provided that the interests of the consignor are not harmed.

Chapter 3 Delivery of Parcel

Article 10 (Date of Delivery of Parcel, etc.)

- 1 Our Company shall deliver a parcel by the following scheduled delivery date of the parcel; provided, however, that depending on traffic conditions, etc., the parcel may be delivered on the day following the scheduled delivery date of the parcel.
 - i. If the invoice indicates the scheduled delivery date of the parcel:
Date of the indicated date
 - ii. If the invoice does not indicate the scheduled delivery date of the parcel:
The day on which the number of days obtained by calculating the following has elapsed from the date of receipt of the parcel stated on the invoice, based on the carriage distance of the parcel (The day on which a reasonable number of days have elapsed from the date of receipt of the parcel if the place where carriage has been accepted or the delivery destination is on an isolated island, mountainous area, etc. designated and indicated by Our Company)
 - a. First 400 kilometers: 2 days
 - b. Distance of carriage beyond the first 400 kilometers up to every 400 kilometers: 1 day
- 2 Notwithstanding the provisions of the preceding paragraph, in the case where the consignor states the Desired Delivery Date on the invoice, and if Our Company accepts the carriage, Our Company shall deliver the parcel on such Desired Delivery Date; provided, however, that depending on traffic conditions, etc., delivery may be made on the day following the Desired Delivery Date.
- 3 If the consignor states the Delivery Time Zone on the invoice and Our Company accepts the carriage, Our Company shall deliver the parcel in the Delivery Time Zones in the case of each of the following items:
 - i. If the invoice does not state the Desired Delivery Date:
The Delivery Time Zone of the scheduled delivery date of the parcel.
Provided, however, that depending on traffic conditions, etc., delivery may be made after the Delivery Time Zone of the scheduled delivery date of the parcel or on the day following the scheduled delivery date of the parcel.
 - ii. If the invoice states the Desired Delivery Date:
The Delivery Time Zone on the Desired Delivery Date.
Provided, however, that depending on the traffic conditions, etc., delivery may be made after the Delivery Time Zone of the Desired Delivery Date or on the day following the Desired Delivery Date.
- 4 Notwithstanding the provisions of the preceding three paragraphs, if Our Company accepts the carriage by stating the purpose of use of the parcel and the scheduled delivery date and time on the invoice, Our Company shall deliver the parcel by the scheduled delivery date and time of the parcel stated on the invoice.

Article 11 (Delivery to Person Other Than Consignee)

Our Company shall deem delivery of the parcel to a person listed in each of the following items to be delivery to the consignee:

- i. In the case where the delivery destination is a residence: A person living together with the consignee or a person equivalent thereto at the delivery destination.
- ii. In the case where the delivery destination is other than the preceding item: The administrator or a person equivalent thereto.

Article 12 (Measures in Case of Absence of Consignee)

- 1 If delivery cannot be made due to the absence of the consignee or any person prescribed in the preceding Article, Our Company shall notify the consignee to that effect in writing describing the date and time of intended delivery of the parcel and Our Company's name, contact telephone number, and other matters necessary for delivery of the parcel (hereinafter referred to as the "Notice of Absence"), and then store the parcel at its business office or other offices.
- 2 Notwithstanding the provisions of the preceding paragraph, Our Company may consign a neighbor of the consignee with delivery of the parcel to the consignee with the consent of such neighbor of the consignee (including the administrator if the consignee resides in an apartment house, etc.). In this case, the name of the neighbor to whom Our Company has consigned delivery of the parcel shall be stated on the Notice of Absence.
- 3 Notwithstanding the provisions of Paragraph 1, in apartment houses, etc. in which a special storage depository for delivery of parcels (hereinafter referred to as the "Delivery Box") is installed, which is capable of safe management and storage, Our Company may deliver the parcel to the consignee using it. In this case, Our Company shall notify the consignee by stating a description that the parcel has been placed in the Delivery Box or by attaching the "Notice of Delivery," etc. on the Notice of Absence.

Article 13 (Measures in Cases Where Delivery Is Impossible)

- 1 If Our Company cannot ascertain the consignee, or if the consignee fails or refuses to receive the parcel or cannot receive the parcel for any other reason, Our Company shall request the consignee without delay to give instructions for the disposition of the parcel within a reasonable period of time.

- 2 The consignor shall bear the expenses required for the request for instructions prescribed in the preceding paragraph and handling in accordance with the instructions, and uncollected Fares, etc.

Article 14 (Disposition of Parcel Not Deliverable)

- 1 If no instructions prescribed in Paragraph 1 of the preceding Article are given within a reasonable period of time, Our Company may, after giving advance notice to the consignor and storing the parcel until the day on which three (3) months have elapsed from the day on which Our Company requested the instruction, sell or otherwise dispose of the parcel in the presence of an impartial third party; provided, however, that if the parcel is liable to deterioration or decomposition and no instructions are given within a reasonable period of time, Our Company may immediately sell or otherwise dispose of the parcel after giving advance notice to the consignor.
- 2 When Our Company has disposed of the parcel in accordance with the provisions in the preceding paragraph, Our Company shall notify the consignor to that effect without delay.
- 3 If Our Company has disposed of the parcel in accordance with the provisions of Paragraph 1, Our Company shall appropriate the proceeds to claim uncollected Fares, etc. and instructions, and to expenses required for storing and disposing of the parcel. If there is any shortage, Our Company shall claim the payment to the consignor. If there is any surplus, Our Company shall return the same to the consignor.

Chapter 4 Instructions

Article 15 (Instructions)

- 1 The consignor may give instructions to Our Company to suspend, return, forward the carriage of the parcel, or otherwise dispose thereof.
- 2 The rights of the consignor prescribed in the preceding paragraph shall be extinguished upon delivery of the parcel to the consignee.
- 3 The consignor shall bear the expenses required for disposition in accordance with the instructions prescribed in Paragraph 1.

Article 16 (Refusal to Comply with Instructions)

- 1 If it is deemed that there is a risk of causing a hindrance to the carriage, Our Company may refuse to follow the instructions of the consignor.
- 2 If Our Company refuses to follow the instructions in accordance with the provisions in the preceding paragraph, Our Company shall notify the consignor to that effect without delay.

Chapter 5 Accident

Article 17 (Measures upon Accident)

- 1 Upon discovering any loss of a parcel, Our Company shall notify the consignor to that effect without delay.
- 2 If Our Company discovers any significant damage to a parcel or deems that delivery of a parcel is significantly delayed beyond the scheduled delivery date of the parcel or the Desired Delivery Date, Our Company shall, without delay, request the consignor to give instructions on the disposition of the parcel within a reasonable period of time.
- 3 In the case of the preceding paragraph, if there is no time to wait for instructions, or if no instructions are given within the period specified by Our Company, Our Company shall, for the benefit of the consignor, suspend, return the carriage of the parcel or otherwise take appropriate dispositions.
- 4 Upon execution of the disposition in accordance with the provisions in the preceding paragraph, Our Company shall notify the consignor to that effect without delay.
- 5 Notwithstanding the provisions of Paragraph 2, if it is deemed that there will be a hindrance to the carriage, Our Company may not follow the instructions of the consignor.
- 6 If Our Company refuses to follow the instructions in accordance with the provisions in the preceding paragraph, Our Company shall notify the consignor to that effect without delay.
- 7 The expenses required for the request for instructions prescribed in Paragraph 2 and the disposition made in accordance with instructions or the disposition prescribed in Paragraph 3 shall be borne by the consignor if the damage or delay of the parcel is due to a cause attributable to the consignor or due to the nature or defect of the parcel, or borne by Our Company in any other case.

Article 18 (Disposal of Dangerous Goods, etc.)

- 1 Our Company shall, when it has come to know during handling or carriage that a parcel falls under Article 6, Paragraph 1, Item (vi) (a), dispose of the same, including unloading the parcel, or take any other measure for preventing damage in its handling or carriage.
- 2 The expenses required for disposal prescribed in the preceding paragraph shall be borne by the consignor.
- 3 If Our Company disposes thereof pursuant to the provisions in Paragraph 1, Our Company shall notify the consignor to that effect without delay.

Article 19 (Issue of Certificate of Accident)

- 1 Upon receipt of a request for proof of loss of a parcel, Our Company shall issue a certificate of accident, only within one (1) year after the scheduled delivery date of the parcel or the Desired Delivery Date thereof.
- 2 Upon receipt of a request for proof of damage or delay to a parcel, Our Company shall issue a certificate of accident only within 14 days from the date of delivery of the parcel.

Chapter 6 Liability

Article 20 (Commencement of Liability)

Our Company's liability for loss of or damage to a parcel begins when Our Company receives the parcel from the consignor.

Article 21 (Liability and Proof)

Our Company shall be liable for damages for loss, damage, or delay of a parcel unless Our Company proves that it, its employees, or other persons employed for the carriage, did not fail to exercise due care with respect to the receipt, delivery, storage, and carriage of the parcel.

Article 22 (Indemnification)

Our Company shall not be liable for damages for loss, damage, delay, or any other damage to a parcel due to the following reasons:

- i. Defects, or normal wear and tear of the parcel;
- ii. Ignition, explosion, humidity, mold, decay, discoloring, corrosion, or any other similar cause due to the nature of the parcel;
- iii. Strike or go-slow strike, social riot, and other troubles or robbery;
- iv. Fire due to force majeure;
- v. Unforeseeable abnormal traffic disturbance;
- vi. Earthquake, tsunami, storm surge, flood, tempest, landslide, earth avalanche, and other natural disasters;
- vii. Injunction, opening, confiscation, seizure, or delivery to a third party of the carriage by law and regulations or by the exercise of public authority; and

- viii. Any error in stating matters on the invoice to be stated by the consignor or any other intentional or negligent act of the consignor or the consignee.

Article 23 (Special Provisions for Parcel with Restricted Acceptance)

- 1 Our Company shall not be liable for any loss, damage, or delay of the parcel that falls under Article 6, Paragraph 1, Item (v).
- 2 If Our Company accepts the carriage of a parcel without knowledge of the fact that it falls under Article 6, Paragraph 1, Item (vi), Our Company shall not be liable for any damage, loss, or delay of the parcel.
- 3 If the consignor does not state any breakable, deteriorated, or otherwise perishable parcel requiring special attention for carriage on the invoice and Our Company did not know such fact, Our Company shall not be liable for any loss or damage of the parcel caused by a failure to pay special attention for the carriage.

Article 24 (Grounds for Special Extinction of Liability)

- 1 Any liability of Our Company for damage to a parcel shall cease unless notice is given within fourteen (14) days of delivery of the parcel.
- 2 The provisions of the preceding paragraph shall not apply if Our Company delivered the parcel with knowledge of the damage.

Article 25 (Amount of Damages)

- 1 In the event of damage caused by loss of a parcel, Our Company shall compensate for damages based on the value of the parcel (meaning the price of the parcel at the place of shipment; the same shall apply hereinafter) within the limit of liability stated on the invoice (hereinafter referred to as the "Maximum Amount").
- 2 In the event of damage caused by the damage to a parcel, Our Company shall compensate for damages based on the value of the parcel within the limit of the Maximum Amount according to the degree of damage.
- 3 When compensation is made pursuant to the provisions of the preceding two paragraphs, and if it is clearly recognized that significant damage will occur to the consignor or the consignee, Our Company shall compensate for the damage within the limit of the Maximum Amount, notwithstanding the provisions of the preceding two paragraphs.
- 4 Our Company shall compensate for damage caused by a delayed parcel as follows:
 - i. In the cases of Paragraph 1 through Paragraph 3 of Article 10, except for cases where notice by the Notice of Absence prescribed in Article 12 is made no later than the day following the scheduled delivery date of the parcel or the day following the Desired Delivery Date, Our Company shall compensate for any property damage caused by non-delivery of the parcel by the day following the scheduled delivery date of the parcel or the day following the Desired Delivery Date, within the scope of Fares, etc.
 - ii. In the case of Article 10, Paragraph 4, Our Company shall compensate for any property damage caused by the unavailability of the parcel on the relevant specific date and time within the limit of the Maximum Amount.
- 5 In the event of damage due to loss or damage to the parcel or damage due to delay therein at the same time, Our Company shall compensate for the total amount of damages pursuant to the provisions of Paragraph 1, 2, or 3 and the provisions of the preceding paragraph within the limit of the Maximum Amount.
- 6 Notwithstanding the provisions of each of the preceding paragraphs, in the event that any loss, damage, or delay of the parcel occurs due to willful conduct or gross negligence of Our Company, Our Company shall compensate for any and all damages resulting therefrom.

Article 26 (Refund, etc. of Fares, etc.)

In the event of any loss, significant damage, or delay of a parcel (only in the case of Paragraph 4 of Article 10) as a result of a natural disaster or other unavoidable circumstances or for reasons for which Our Company is responsible, Our Company shall refund the Fares, etc. In this case, if Our Company has not collected Fares, etc., it shall not be requested.

Article 27 (Prescription)

- 1 Our Company's liability shall be extinguished by prescription upon the lapse of one (1) year from the date of acceptance of the parcel by the consignee.
- 2 In the event of loss of the parcel, the period set forth in the preceding paragraph shall be calculated from the scheduled delivery date of the parcel.
- 3 The provisions of the preceding two paragraphs shall not apply where Our Company was aware of the damage.

Article 28 (Responsibility in Liaison Transportation or Using Other Transportation Organizations)

Even in the case where Our Company transports parcels in liaison with other transportation organizations or using transportation by other freight transportation business operators or other transportation organizations, Our Company shall assume responsibility for transportation in accordance with these Conditions.

Article 29 (Liability for Damages by Consignor)

The consignor shall be liable for damages incurred by Our Company due to defects or the nature of the parcel; provided, however, that this shall not apply to the case where the consignor did not know the defect or nature without negligence or Our Company knew it.

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