



## Terms and Conditions of Carriage

Section 1. General Provisions
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### **Article 1. (Category of Business)**

1. These Terms and Conditions apply to all "International Air Cargo Services" of ANA CARGO EXPRESS indicates all ANA CARGO EXPRESS network.
2. Shipper shall agree to these Terms and Conditions and any regulations based upon them.

### **Article 2. (Definitions)**

1. The term "International Air Cargo Services" as used herein means a door-to-door delivery service from Shipper to Consignee and related services such as delivery acceptance, arrangements, and other related activities that are included in "door to door charges".
2. The term "International Air Cargo" as used herein means one or multiple cargo items (hereinafter called "Cargo") that under a single air waybill has a single Shipper, is handled as a single shipment, is collected at a single location, and is sent to a single destination for a single Consignee by ANA CARGO EXPRESS.
3. The term "International Air Cargo Waybill" (hereinafter called "Waybill") as used herein means a document executed by or on behalf of Shipper, which evidences a contract between Shipper and ANA CARGO EXPRESS for International Air Cargo Service.
4. The term "Shipper" as used herein means a person whose name appears on a Waybill as a party contracting with ANA CARGO EXPRESS for carriage of Cargo.
5. The term "Consignee" as used herein means a person whose name appears on a Waybill as a party to whom Cargo is to be delivered by ANA CARGO EXPRESS.
6. The term "Convention" as used herein means any one (1) of the applicable conventions as follows:  
"Convention for the Unification of Certain Rules relating to International Carriage by Air", signed at Warsaw on 12 October, 1929 (hereinafter called "Warsaw Convention")  
"The Warsaw Convention as Amended at the Hague in 1955", signed at The Hague on 28 September, 1955 (hereinafter called "Amended Warsaw Convention")  
"The Amended Warsaw Convention of The Hague 1955 as amended by Additional Protocol No. 4", signed at Montreal on 25 September, 1975 (hereinafter called "Montreal Protocol No. 4")  
The "Convention for the Unification of Certain Rules for International Carriage by Air" signed at Montreal on 28 May, 1999 (hereinafter called "Montreal Convention")
7. The Term "SDR" as used herein means Special Drawing Rights as allocated by the International Monetary Fund.

## Section 2. Acceptance of Carriage

### **Article 3. (Waybill)**

1. Shipper to commission carriage of cargo shall prepare Waybill for each Cargo as a pre-condition of ANA CARGO EXPRESS delivery. Preparation of a Waybill can be carried out by ANA CARGO EXPRESS if Shipper requests. However, Shipper is responsible for the details of said Waybill.
2. Required information for a Waybill is as follows:
  - (1) the name, address and telephone number of Shipper
  - (2) the name, address and telephone number of Consignee
  - (3) the description of commodities
  - (4) the date and signature by Shipper
  - (5) the declared value
  - (6) the number of items and their weight
  - (7) other items deemed necessary by ANA CARGO EXPRESS

### **Article 4. (Invoice)**

When necessary for customs clearance, Shipper shall prepare an invoice for each Cargo detailing its contents and deliver the same to ANA CARGO EXPRESS.

### **Article 5. (Inspection of Cargo)**

ANA CARGO EXPRESS may inspect Cargo contents where ANA CARGO EXPRESS deems it necessary. However ANA CARGO EXPRESS does not warrant to Shipper or Consignee that said inspection ensures that Cargo is not in violation of the laws of the departure, transit, or destination countries.

### **Article 6. (Method of Packing)**

Shipper shall be responsible for packing Cargo in a form suitable for carriage. If Cargo is not packed suitably for carriage, ANA CARGO EXPRESS may demand that Shipper repack Cargo, or ANA CARGO EXPRESS itself may repack Cargo as necessary at the expense of Shipper.

### **Article 7. (Refusal of Acceptance)**

ANA CARGO EXPRESS reserves the right to refuse carriage of Cargo where any one (1) of the following items applies.

- (1) The application for carriage does not comply with these Terms and Conditions.
- (2) The packing is not suitable for carriage.
- (3) Shipper demands place an undue burden on ANA CARGO EXPRESS in relation to carriage.

### **Article 8. (Unacceptable Goods)**

ANA CARGO EXPRESS reserves the right to refuse carriage of Cargo to which any one (1) of the following items applies.

- (1) The weight, volume, or value exceeds that separately regulated by ANA CARGO EXPRESS.
- (2) Cargo that falls under any of the criteria as follows:

- i. gold, silver, platinum and other rare metals, precious stones including diamonds and semi-precious stones, currency (notes, coins) of any country, all types of jewelry, and other valuables
- ii. negotiable securities, etc. (except for cases where a special clause has been written and attached)
- iii. missive or communication method defined as a missive under current law
- iv. flora or fauna
- v. human remains
- vi. items that easily change property or degenerate
- vii. firearms and explosives for firearms
- viii. explosives
- ix. concentrated gases
- x. flammable liquids and solids, and combustible solids
- xi. photography flash bulbs
- xii. magnetic substances
- xiii. mercury
- xiv. acid and other perishable substances, all basic and acidic substances
- xv. oxidizers
- xvi. poisons
- xvii. vaporizing substances
- xviii. items defined as being dangerous (under ICAO Dangerous Goods Regulation and IATA Dangerous Goods Regulation)
- xix. items that are illegal for carriage
- xx. items that are prohibited for carriage, export and import by country, state, regional or federal government of the exporting, importing, and transferring country
- xxi. items that would be considered offensive to public order and morals
- xxii. other items deemed unsuitable by ANA CARGO EXPRESS

**Article 9. (Fees, Charges, etc.)**

1. Freight charge is the “door to door charge” as described in Clause 1 of Article 2, the details of which are stated in the ANA CARGO EXPRESS tariff table. The “door to door charge” includes pick-up and delivery fees at departure and destination locations, customs clearance fees, freight charge and similar.

In addition to the “door to door charge”, where other ancillary customs services including but not limited to special customs clearance fees, customs duties, and revision of customs declarations are required, these shall be charged in accordance with the Table of Freight charge separately published by ANA CARGO EXPRESS.

2. Freight charge shall not include customs duty, domestic consumption tax, value added tax, deposits, penalties, surcharges, and other levies.

In the event that ANA CARGO EXPRESS pays any of the taxes, etc. referred to in the preceding sentence, Consignee shall immediately reimburse the amount of those payments to ANA CARGO EXPRESS.

3. If ANA CARGO EXPRESS based upon a request from Shipper has entered into a carriage insurance contract on behalf of Shipper the fee for that insurance shall be charged in addition to the door to door charges.
4. If ANA CARGO EXPRESS has provided arrangements or services beyond the normal scope of duty due to the request of Shipper or Consignee, the fees and costs for these extra services shall be collected from either Shipper or Consignee.
5. In the event of non-payment by Consignee, Shipper shall be responsible for payment.
6. ANA CARGO EXPRESS may adjust the Tariff table based on changes in freight charge or other economic fluctuations.

**Article 10. (Fees, charges, Etc. to be received)**

As a general rule Shipper shall pay to ANA CARGO EXPRESS freight charge. However, as an exception ANA CARGO EXPRESS may permit Consignee to pay freight charge upon delivery of Cargo. If Consignee fails to make payment of the freight charge, Shipper shall be responsible for the same.

**Article 11. (Route and Carriage Method)**

ANA CARGO EXPRESS shall decide on the most appropriate method, route and process for the handling, storage, customs clearance and carriage of Cargo.

Section 3. Delivery of Cargo
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**Article 12. (Delivery of Cargo)**

ANA CARGO EXPRESS shall deliver Cargo to Consignee at the address indicated on the concerned Waybill. However, if Consignee cannot receive Cargo due to absence or other reasons, ANA CARGO EXPRESS may deliver Cargo to Consignee's agent or representative (including but not limited to a party named as a contact by Consignee, the superintendent of the Consignee's building, a family member or person who cohabitates with Consignee, a neighbor of Consignee, or other party who would be reasonably deemed to be capable of receiving Cargo such as a co-worker.)

**Article 13. (Impossibility of Receipt by Consignee)**

1. If the address of Consignee is not that stated on the Waybill, or if Consignee fails or refuses to receive Cargo, or cannot receive Cargo for any other reason, ANA CARGO EXPRESS shall, without delay, request instructions from Shipper regarding disposal of Cargo within a reasonable period.
2. Shipper shall bear the expenses incurred by ANA CARGO EXPRESS in requesting instructions and in disposing of Cargo as set forth in the preceding Clause.

**Article 14. (Disposal of Undeliverable Cargo by ANA CARGO EXPRESS)**

1. If instructions as set forth in Clause 1 of the preceding Article are not received from Shipper, ANA CARGO EXPRESS after thirty (30) days from the date upon which ANA CARGO EXPRESS requested instructions may sell or otherwise dispose of Cargo in accordance with the regulations of the destination country.

Notwithstanding Cargo that easily changes properties or quickly degenerates may be sold or disposed of immediately.

2. ANA CARGO EXPRESS shall, without delay, notify Shipper if Cargo has been disposed of under the previous Clause.
3. If ANA CARGO EXPRESS has disposed of Cargo pursuant to the provisions of Clause 1 above, ANA CARGO EXPRESS shall offset the proceeds from said sale against the expenses incurred by ANA CARGO EXPRESS in requesting instructions, storing and disposing of Cargo and other prepaid expenses. If the proceeds of sale are less than the expenses incurred, ANA CARGO EXPRESS may demand payment of that shortfall, and if the proceeds of sale exceed the expenses, ANA CARGO EXPRESS shall refund the excess to Shipper.

**Article 15. (Lien on Goods shipped)**

1. ANA CARGO EXPRESS reserves the right to exercise possessory lien in respect of Cargo for the purpose of ensuring payment of freight charge, advances or other charges of any kind accruing based on these Terms and Conditions and until payment is completed may refuse to deliver said Cargo.
2. Until Shipper has paid all fees, charges, etc. arising under a carriage agreement entered into pursuant to these Terms and Conditions between ANA CARGO EXPRESS and shipper, ANA CARGO EXPRESS reserves the right to refuse to deliver Cargo of Shipper.

Section 4. Liability
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**Article 16. (Liability)**

1. The liability of ANA CARGO EXPRESS arising under these Terms and Conditions shall be as set forth below. However in the event that ANA CARGO EXPRESS is exempt from liability under an applicable Convention or law or the amount of liability is limited to less than that stated hereafter, said Convention or law shall take precedence and apply.
2. Except where specifically excluded under Clauses 3-6 of this Article, ANA CARGO EXPRESS shall be liable for damages arising from the carriage of Cargo and other related activities if there is destruction or loss of Cargo or delay in delivery. However, where said destruction or loss of Cargo or delay in delivery is due to any one (1) of the circumstances set forth below and ANA CARGO EXPRESS is able to prove that ANA CARGO EXPRESS and its servants have taken all necessary measures to limit the damage, or that it was impossible to take such measures, ANA CARGO EXPRESS shall not be liable.
  - (1) Cargo has an inherent defect or naturally dissipates.
  - (2) Cargo is not properly packed or the required items such as address, marks and numbers have not been stated.
  - (3) Inherent characteristics of Cargo have resulted in a fire, explosion, heat damage, mold, putrefaction, discoloration, rust or similar.
  - (4) Cargo has been damaged due to X-ray, radiation or magnetic application.
  - (5) Cargo or delivery of Cargo is affected by strike, labor slowdown, social turmoil, hijack, terrorism, burglary, incident, war or warlike conditions.

- (6) Cargo or delivery of Cargo is affected by an act of force majeure or resulting effects such as fire.
  - (7) Cargo or delivery of Cargo is affected by unforeseeable traffic hazards, flight route diversion due to risk, search or rescue acts.
  - (8) Cargo or delivery of Cargo is affected by earthquake, tsunami, high tide, flood, storms or typhoons, earth movement, landslide or similar.
  - (9) Carriage of Cargo is cancelled or suspended under law or the order of a competent public authority or Cargo has been opened, inspected, confiscated, seized or handed over to a third party.
  - (10) Shipper is deemed to have inadequately or falsely represented any information required in the Cargo declaration, for which Shipper is responsible, or Shipper or Consignee has engaged in any other intentional or negligent acts resulting in damage.
3. In respect of damages for delay in delivery of Cargo resulting from delay in carriage of Cargo or in the performance of other business performed by ANA CARGO EXPRESS ancillary to the same to which Montreal Protocol No.4 applies, ANA CARGO EXPRESS shall only be liable for those damages that occur during carriage. However, the liability to make payment for damages resulting from delay in delivery shall be limited to fees, charges etc. paid for that Cargo. Also, if ANA CARGO EXPRESS is able to prove that ANA CARGO EXPRESS, its servants or its agents have taken all necessary measures that would be considered reasonable to limit the damage, or that it was impossible to take such measures, ANA CARGO EXPRESS shall not be liable.
  4. In respect of damages for loss, damage or destruction of Cargo resulting from carriage of Cargo or in the performance of other business performed by ANA CARGO EXPRESS ancillary to the same to which Montreal Protocol No.4 applies, ANA CARGO EXPRESS shall only be liable for those damages that occur during carriage. However, ANA CARGO EXPRESS shall not be liable for damages that can be proven to arise from any one (1) of the following circumstances:
    - (1) inherently defective quality or vice of that Cargo
    - (2) defective packing of Cargo performed by a party other than ANA CARGO EXPRESS, its servants or agent
    - (3) an act of war or armed conflict
    - (4) an act of a public authority carried out in connection with the import, export or customs clearance of Cargo
  5. In respect of damages for delay in delivery of Cargo resulting from delay in carriage of Cargo or in the performance of other business performed by ANA CARGO EXPRESS ancillary to the same to which Montreal Convention applies, ANA CARGO EXPRESS shall only be liable for those damages that occur during carriage. However, the liability to make payment for damages resulting from delay in delivery shall be limited to fees, charges, etc. paid for that Cargo. Also, if ANA CARGO EXPRESS is able to prove that ANA CARGO EXPRESS, its servants or its agents have taken all necessary measures that would be considered reasonable to limit the damage, or that it was impossible to take such measures, ANA CARGO EXPRESS shall not be liable.
  6. In respect of damages for loss, damage or destruction of Cargo resulting from carriage of Cargo or in the performance of other business performed by ANA CARGO EXPRESS ancillary to the same to which Montreal Convention applies, ANA CARGO EXPRESS shall only be liable for those

damages that occur during carriage. However, ANA CARGO EXPRESS shall not be liable for damages that can be proven to arise from any one (1) of the following circumstances

- (1) inherently defective quality or vice of that Cargo
  - (2) defective packing of Cargo performed by a party other than ANA CARGO EXPRESS, its servants or agent.
  - (3) an act of war or armed conflict
  - (4) an act of a public authority carried out in connection with the import, export or customs clearance of Cargo
7. The liability of ANA CARGO EXPRESS for Cargo damage, unless Clause 8 of this Article applies, shall be limited to 19 SDRs per one (1) kilogram or 100 USD per Cargo whichever is greater. However, in respect of the carriage of Cargo to which Warsaw Convention or Amended Warsaw Convention applies, there shall be no limit on the liability of ANA CARGO EXPRESS for damage caused by an intentional act or omission or the gross negligence of ANA CARGO EXPRESS or its agents.
  8. Notwithstanding Clause 7 of this Article, ANA CARGO EXPRESS shall pay compensation for loss or damage to Cargo up to the value of that Cargo as specified in the concerned Waybill, provided that Shipper has paid the necessary extra fees, charges, etc. at the time of Cargo receipt and declared its value on the concerned Waybill.
  9. Where a claim is made against ANA CARGO EXPRESS for compensation for damages due to the application of Clause 7 or Clause 8 above, if the purchase price of goods in Cargo or the normal price of similar goods is not available. ANA CARGO EXPRESS shall only be liable to provide compensation for the reasonably determined value of that Cargo together with the fees, charges, etc. for carriage of the same.
  10. ANA CARGO EXPRESS shall not be liable for any consequential damages arising from delay in delivery of Cargo other than direct damages caused by the delay. ANA CARGO EXPRESS shall only be liable for direct physical damage to Cargo, and shall not be liable for any other damages arising from any loss of, damage to or delay in delivery of Cargo or its shipment including but not limited to pure economic loss, loss of profits, loss of business opportunities or loss of revenue or interest resulting from loss of use of the same.
  11. The foreign exchange rate used for liability claims where a lawsuit is filed shall be the exchange rate on the date that final oral proceedings conclude, or where no lawsuit has been filed the exchange rate on the date that damages were finalized in out of court proceedings.

#### **Article 17. (Risk Aversion Measures and Compensation for Damages)**

Regardless of the circumstances, Shipper and Consignee shall be jointly and severally liable to ANA CARGO EXPRESS for all losses and expenses resulting from the handling of Cargo carried by ANA CARGO EXPRESS that causes damage to any other Cargo accompanying said Cargo or ANA CARGO EXPRESS assets. ANA CARGO EXPRESS reserves the right to, without prior notice, discard or destroy any Cargo that it deems may harm an aircraft, persons or other goods and shall not be in any way liable for discarding or destroying the same.

#### **Article 18. (Time Limitation on Claims for Damages and Commencement of Suit)**

1. Cargo that is accepted without complaint by a party who is entitled to accept Cargo, shall be deemed to have been delivered in good condition and in accordance with the concerned contract of carriage.
2. Claims against ANA CARGO EXPRESS for compensation for Cargo damage must be made against ANA CARGO EXPRESS within the time limits specified below. Cargo damage claims made after the expiration of these time limits shall not be accepted by ANA CARGO EXPRESS.
  - (1) In the case of damage or destruction within 14 days of delivery.
  - (2) In the case of delay in delivery of Cargo, within 21 days from the date upon which Consignee has been able to dispose of that Cargo.
  - (3) In the case of destruction or loss of Cargo within 120 days from the issuance of the concerned Waybill.

**Article 19. (Time Limitation on Claim for Damages)**

The Statute of Limitations in respect of the liability of ANA CARGO EXPRESS shall expire two (2) years from the date upon which Consignee has received Cargo at the destination, or the day on which delivery of Cargo was scheduled or the day that carriage of Cargo was cancelled.

**Article 20. (Jurisdiction of the Court)**

1. Actions against ANA CARGO EXPRESS shall be filed in a court with jurisdiction over the location in which ANA CARGO EXPRESS has its registered address in the departure country, its head office, or the location of ANA CARGO EXPRESS in which the concerned agreement was entered into between ANA CARGO EXPRESS and the contracting party.
2. Legal proceedings against ANA CARGO EXPRESS shall be governed by the laws of the country from where the Cargo was sent.

**Article 21. (Application of these Terms and Conditions and Governing Laws)**

These Terms of Conditions shall apply to the fullest extent permitted by applicable conventions, laws, governmental ordinances, orders and requests. Where any part of these Terms and Conditions are rendered null and void or otherwise deemed unenforceable, these shall be severed from these Terms and Conditions and the remainder shall remain in force and effect.

(January, 2017)