

○ **Standard Motor Truck Transportation Contract**

Notification No.321, 2019 (Latest Version)

by Ministry of Land, Infrastructure, Transport and Tourism

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Chapter1 General Provisions

(Description of our business)

Article 1 We run transportation business using general motor trucks.

2 We carry out business incidental to the business of the preceding paragraph.

3 We carry out special assorted freight transportation.

4 We run transportation business using freight cars.

(Scope)

Article 2 Our transportation business using general motor trucks shall be compliant to this transportation contract and matters not set forth in this contract shall be governed by laws and general practice of the industry.

2 Notwithstanding the preceding paragraph, we may grant a special provision as long as not inconsistent with the laws and regulations.

Chapter2 Transportation Operations

Section 1 General Rules

(Freight acceptance)

Article 3 We will decide the days and hours for freight acceptance and indicate it at our shop.

2 When we change the days and hours in the preceding paragraph, we will post it in advance at our shop.

(Order of transportation)

Article 4 We shall transport freights in the order of acceptance of transportation applications, unless the freights are easy to decay and changeable in quality.

(Delivery period)

Article 5 Our delivery period shall be calculated by summing up the following.

- (a) Shipping period Two days including the date of freight acceptance.
- (b) Transportation Period One day per 70km of transportation distance which is the base of the calculation of Fares and Charges. Fractions less than a day shall be considered to be a day.
- (c) Collection and delivery period When we collect and deliver freight, one day for each.

2 When a freight is delivered after the expiration of the delivery period in the preceding paragraph, this shall be deemed as a delayed delivery.

Section2 Acceptance

(Confirmation of nature of freights)

Article 6 We, when ordered a freight transportation, may require the applicant to inform us of the kind and nature of the said freight.

2 In the case of the preceding paragraph, when we have any doubt about what is informed us by the applicant in relation to the kind and nature of the freight, we may check ,with the consent of the applicant, the kind and nature of the freight by ourselves in the presence of the applicant.

3 In the case of the check pursuant to the provision of the preceding paragraph, when the result is not different from what the applicant informed us of in relation to the kind and nature of the freight, we shall compensate to the applicant for the damage arising from or in relation to this check.

4 In the case of the check pursuant to the provision of the 2nd paragraph, when the

result is different from what the applicant informed us of in relation to the kind and nature of the freight, we shall require the applicant to bear the cost needed for the check.

(Rejection)

Article 7 We may reject the acceptance of freights in any of the following cases.

- (a) When the transportation offer is not based upon this transportation contract.
- (b) When the applicant does not inform us as provided by the 1st paragraph of the preceding Article, or does not give us the consent to the check as provided by the 2nd paragraph of the preceding Article.
- (c) When there is not a suitable equipment for the said transportation.
- (d) When the applicant requires us for the special burden in relation to the said transportation.
- (e) When the said transportation is not consistent with the laws and regulations, public order or morality.
- (f) in the case of any unavoidable reason such as natural disaster.

(Invoices)

Article 8 A shipper shall deliver a invoice containing following information for each shipment, unless we acknowledges, when an individual natural person is a shipper (other than the individual natural person as a party of the transportation contract as a business or for the sake of the business, the same can be said in the 2nd paragraph of Article 30), this delivery of a invoice is not necessary.

- (a) The name of a freight, quality and weight or volume as well as the kind of packing and quantity of freights.
- (b) The location of collection and the location of delivery, or the location of shipping and the location of delivery (including name of the building and telephone number as well when the location is a housing complex, an apartment house or any other high-rise building).
- (c) The kind of transportation handling
- (d) The price and the method of payment in relation to Fare and Charge (Loading Fee and Unloading Fee as provided in Article 32, Waiting-time Fee as provided in Article 33, Ancillary Operation Fee as provided in the 1st paragraph of Article 60 and others), fuel surcharge, toll road usage fee, out-of-pocket expenses and other expenses (hereinafter referred to as "Fares and Charges")
- (e) The names or trade names as well as the addresses and the telephone numbers of the shipper and the consignee.

- (f) The kind and the value of any expensive goods.
 - (g) Any entrust of loading or unloading of the freight.
 - (h) Any ancillary operation as provided in the 1st paragraph of Article 60.
 - (i) Any entrust in relation to transportation insurance.
 - (j) Any other matter necessary for the transportation of the freight.
2. The shipper may, with the consent by the carrier, provide what shall be contained, in the invoice by electromagnetic means instead of an invoice and which shall be deemed to be the delivery of the invoice by the shipper.
- 3 The shipper, when we approve the delivery of an invoice as provided in the 1st paragraph is not necessary, shall inform us as for what is provided in each item of the 1st paragraph.

(Expensive goods and valuables)

Article 9 In this transportation contract, Valuables shall mean as follows:

- (a) Currencies, bills, bank notes, stamps, postal stamps, and public bonds, stock certificates, gift certificates, and any other security, as well as gold, silver, platinum and any other precious metals, iridium, tungsten and any other rare metals, diamond, ruby, beryl, amber, pearl, and any other jewel; ivory, tortoiseshell, coral and any product made from each.
 - (b) Fine arts and antiques.
 - (c) any freight (other than an animal) whose value per 1 kg (including values of its container and packing) is higher than 20,000JPY.
- 2 The value per kilogram as set forth in item 3 of the preceding paragraph shall be calculated per one packing.
- 3 In this transportation contract, valuables shall be what are listed in item 1 and 2 of the 1st paragraph.

(No information on handling transportation)

Article 10 When the shipper does not express the kind of transportation handling and other matters necessary for freight transportation in application for the transportation, we will transport the said freight by the method most favorable for the shipper.

(Packing)

Article 11 The shipper shall pack the freight by the way suitable for transportation in accordance with the nature, weight, volume, freight distance, the kind of transportation handling, and others.

2 We will require the shipper to finish necessary packing, when the packing is not adequate.

3 We may accept the transportation of the freight whose packing is not adequate, when we approve such transportation will not damage other freights, and the shipper approves, in writing, that the shipper shall burden any damage arising from or in relation to the inadequate packing.

(Items to be indicated on wrapping)

Article 12 The shipper shall indicate the matters as follows on the wrapping of the freight in an easily recognizable manner, except for the matter whose indication, we approve, is not necessary.

- (a) The names or trade names and addresses of the shipper and the consignee.
- (b) The name of the freight
- (c) The quantity of the freight
- (d) Any other matter necessary for the handling of the transportation.

2 The shipper may, when we approve, indicate by the tag containing what is set forth in each item of the preceding paragraph, instead of the indication on wrapping provided in the preceding paragraph.

(Transportation of animals)

Article 13 We may require the shipper or the consignee to do as follows when we accept the transportation of the freight such as an animal which requires special care.

- (a) We shall specify the date of collection, bringing in or receiving.
- (b) An attendant shall attend the transportation of the said freight.

(Special provision on dangerous goods)

Article 14 The shipper, in relation to the freight which might explode, ignite or present a risk for transportation in any other way, shall indicate this on the surface of the said freight in an easily recognizable way, and shall, at the same time, inform us, in advance, of such, and the name, nature of the freight and any other information necessary for the safe transportation of the said freight.

(Contact transportation or use transportation)

Article 15 We may, as long as it does not damage the merit of the shipper, transport the freight we accept by contacting with any other transportation company or by using the

transportation run by any other motor truck transportation company or any other transportation company.

Section 3 Stowing, Loading, or Unloading

(Stowing, loading or unloading)

Article 16 We shall, at our risk, stow the freight.

2 We shall, when we accept loading or unloading of the freight, do such at our risk.

3 The shipper or the consignee shall burden sheets, ropes, building trees, rootstock, filling and other items necessary for stowing except for the items truck carriers usually have.

Section 4 Acceptance and Delivery of the freight

(Locations of acceptance and delivery)

Article 17 We will accept the freight from the shipper or a person specified by the shipper at the location of collection or the location of shipping as specified in the invoice or informed us, and will deliver the freight to the consignee or the person specified by the consignee at the location of delivery or the destination as indicated in the invoice or informed us.

(Delivery to substitutes)

Article 18 In the cases listed in each of the following items, we shall consider the delivery of the freight to the substitute person listed in each item as the delivery to the consignee.

- (a) when the consignee is not present at the delivery location, the housemate, the employee, or anyone equivalent to each.
- (b) when the delivery location is a ship, a dormitory, an inn or others, a manager or anyone equivalent to this.

(Exercise of detention right)

Article 19 We shall not deliver the freight until we receive Fares and Charges or the prices for goods owing to us in relation to such freight.

2. When the shipper who is a merchant does not pay Fares and Charges by the scheduled date in relation to the transportation contract agreed with us for its business, we may not deliver the freight owned by the shipper and occupied by us pursuant to the transportation contract between us and the said shipper until we receive the payment

owing to us.

(Request of instructions)

Article 20 When we cannot confirm the consignee, we may demand the shipper to give us an instruction in relation to the disposal of the freight without delay in a reasonable period of time.

2. When the consignee refuses to accept the delivery of the freight, or cannot accept this for any other reason, we may demand the shipper for the reception of the freight without delay in a reasonable period of time, and after the expiration of such period, we may, additionally, give to the shipper the demand as provided in the preceding paragraph.

(Entrust of undeliverable freight)

Article 21 When we cannot confirm the consignee or in the case of the 2nd paragraph of the preceding Article, we may entrust the freight to any warehouse company at the consignee's cost.

2 When we entrust the freight pursuant to the provision of the preceding paragraph, we will, without delay, inform the shipper or the consignee of the entrust.

3 When we entrust the freight pursuant to the provision of the 1st paragraph, and we have the warehouse receipt provided, we may deliver the said receipt instead of the delivery of the freight.

4 When we are demanded to deliver the freight we entrust pursuant to the provision of the 1st paragraph and we have the warehouse receipt provided, we may exercise the detention right for the said receipt until Fares and Charges as well as the cost required for the entrust are paid to us.

(Deposit of undeliverable freight)

Article 22 When we confirm the consignee or in the case of the 2nd paragraph of Article 20, we may deposit the said freight.

2 When we deposit the freight pursuant to the preceding paragraph, we will, without delay, inform the shipper or the consignee of the deposit.

(Auction for undeliverable freight)

Article 23 When we demand the shipper for an instruction pursuant to the provision of Article 20, if the shipper does not direct us, we may auction the said freight.

2 Notwithstanding the preceding provision, in the case of the freight whose price may decline for the damage or other reason, we may auction the said freight without the

demand provided in Article 20.

3 When we auction the freight pursuant to the preceding two paragraphs, we will, without delay, inform the shipper or the consignee of such auction.

4 When we auction the freight pursuant to the provision of the 1st or 2nd paragraph, all or the part of the price for it shall be appropriated for Fares and Charges as well as the cost required for the demand for an instruction and for the auction, and when the price is not enough for this, we shall demand the consignee to pay the remaining amount, and when there is surplus, we shall pay this to the consignee or deposit this.

(Voluntary sale of undeliverable freight)

Article 24 When we cannot confirm the consignee or in the case of the 2nd paragraph of Article 20, if the freight is easy to decay or change in quality and there is no time to take step provided in Article 20, we may, instead of taking this step, sell the freight in the presence of a fair third party.

2 The provisions of the 3rd and 4th paragraph of the preceding Article shall be applied mutatis mutandis to the sale pursuant to the provision of the preceding paragraph.

Section 5 Instructions

(Right to dispose a freight)

Article 25 The shipper may direct to us in relation to the cancellation of the transportation, return, transfer or others of the freight.

2 The right of the consignee as provided in the preceding paragraph cannot be exercised when the freight arrives at the destination and the consignee demand for the delivery of the freight or claim for damages.

3 when directing as provided in the 1st paragraph, when we demand, we shall provide an instruction in writing.

(Case of not following the instruction)

Article 26 When we think there will be a problem, we may not follow the instruction set forth in the 1st paragraph of the preceding Article.

2 When we do not follow the instruction pursuant to the preceding paragraph, we will inform the consignee of such without delay.

Section6 Accidents

(Measures in case of accidents)

Article 27 When any of the following occurs, we shall, without delay, request the consignee to provide instruction about disposal of the said freight within a reasonable period of time.

- (a) we find the significant loss, damage and any equitable of the freight.
- (b) we cannot use the route and method of transportation which we initially plan to take.
- (c) we cannot help suspending the said transportation for a considerable period of time.

2 We, in each case of the preceding items, when we have no time to wait for the instruction, or when we do not receive any instruction within the period we decide upon, we may, for the merit of the consignee, at our discretion, cancel the transportation, or return the freight or change the route or method of transportation or do any other appropriate measure.

3 The provision of the preceding Article shall be applied mutatis mutandis to the instruction provided in the 1st paragraph.

(Disposal of dangerous goods)

Article 28 In relation to the freight which may explode, catch fire or present a risk in any other way for the transportation and as for which we do not receive any notification or specification of this, we may, at any time, when necessary, unload, destroy of the freight or do anything necessary for the removal of the danger for transportation. In case that we receive the notification and specification as provided in the said Article, if the freight come to cause damage other freights, we may do the same.

2 The consignee shall burden any cost required for the disposal as provided in the first part of the preceding paragraph.

3 When we dispose the freight as provided in the 1st paragraph, we will inform the consignee of such.

(Provision of an accident certificate)

Article 29 When we are demanded to submit the proof of total loss of the freight, we will provide an accident certificate only within 1 month from the expiration of the delivery period of the said freight.

2 When we are demanded to submit the proof of the amount, state, or the date and time of delivery in relation to the partial loss, damage or delayed delivery of the freight, we will provide an accident certificate only on the date of delivery of the said freight. However, if there are special circumstances, we may provide an accident certificate even after the date of delivery of the said freight.

Section 7 Fares and Charges

(Fares and charges)

Article 30 Fares and Charges as well as the method of applying shall be pursuant to the price list we provide separately.

2 Fares and Charges as well as the method of applying for an individual natural person shall be posted at our sales offices or any other office of us.

(The Method of receiving fares and charges)

Article 31 We will receive Fares and Charges from the shipper by the acceptance of the freight.

2 In the case of the preceding paragraph, when Fares and Charges are not fixed, we will receive the approximate amount in advance, and after Fares and Charges are fixed, we will pay or charge the exceeded or deficient amount.

3 Notwithstanding the provision of the 1st paragraph, we may approve we shall receive Fares and Charges by the delivery of the freight.

(Loading fee and unloading fee)

Article 32 We, when we accept the loading or the unloading the freight, we will receive the price we provide separately or the actual cost and expense.

(Waiting-time fee)

Article 33 We will receive the fee we provided separately, according to the time of waiting arising from the faults of the shipper or the consignee (including the waiting time in the case of freight loading or unloading by the shipper or the consignee or in case of the ancillary operation as provided in the 1st paragraph of Article 60), after the vehicle arrives at the shipping location or the destination.

(Late fee)

Article 34 When the shipper or the consignee does not pay Fares and Charges by the delivery of the freight, we may demand for the payment of late fee at the annual rate of 14.5% from the next day of the freight delivery till the receipt of Fares and Charges.

(Fare claim right)

Article 35 When all or the part of the freight is lost or damaged to a significant degree

due to natural disaster or other unavoidable reason, or due to the reason we are responsible for, we shall not claim Fares and Charges in relation to the lost or damaged freight. In this case, when we have already received all or a part of Fares and Charges, we will repay this.

2 When all or a part of the freight is lost due to the nature or defect of the freight, or due to the reason the shipper is responsible for, we will receive all amount of Fares and Charges.

(Fares and charges in case of accident)

Article 36 When we dispose the freight pursuant to the provisions of Article 25 and Article 27, we will, according to the disposal, or the proportion of the transportation we have done, receive Fares and Charges. However, when we have already received all or a part of Fares and Charges in relation to the said freight, we will pay or charge the exceeded or deficient amount.

(Cancellation fee)

Article 37 When we follow the instruction of canceling the transportation, we may claim cancellation fee unless it is due to the cause the shipper is not responsible for, provided, however, the shipper has not canceled the transportation by the previous day when the loading of the freight is to be done.

2 Cancellation Fee provided in the preceding paragraph shall be as follows.

- (a) In the case of stacked freight forwarding, 500JPY per 1 transportation contract.
- (b) In the case of chartered freight forwarding, when the vehicle to be used is a normal car, 3,500JPY per a car, when the vehicle to be used is a small car, 2,500JPY per a car.

Section8 Responsibility

(Beginning of responsibility)

Article 38 Our responsibility in relation to the loss or damage of the freight shall begin in the acceptance of the freight by the shipper.

(Responsibility and proof)

Article 39 When the freight is lost or damaged, or when the cause of such loss or damage occurs, between the acceptance of such and the delivery of such or when the freight arrives in delay, we are liable for the damages arising from or in relation to this, unless

we prove we or our employees or any other we use for the acceptance, transportation, storage and delivery of the freight have been careful.

(Responsibility for container freight)

Article 40 Notwithstanding the provision of the preceding Article, anyone who will claim to us damages in relation to the loss or the damage of the freight in a container whose unloading method is either (a) or (b) below, should prove that the damage is caused by willful misconduct or negligence of us or our employees or anyone whom we used for the transportation.

- (a) when the shipper packed the freight in a container.
- (b) when the freight arrives without anything wrong with the sealing of the container.

(Responsibility to transport freights required for special cares.)

Article 41 As for transportation of animals or any freights that require special care, when an attendant is arranged pursuant to the provision of item 2 of Article 13, we shall not be responsible for the special care for the said freight.

(Responsibility of declarations by the shipper)

Article 42 In relation to the freight whose content we cannot easily know, when the name, quality, weight, volume or the value of the freight is contained in an invoice or when such is written down on a consignment of carriage, a freight shipping notice and any other according to the declaration by the shipper, we shall not be responsible for the description of such.

(Responsibility for the description on invoices without integrity)

Article 43 We shall not be responsible for the damage arising because the descriptions on an invoice, a wrapping or any other are false or without integrity.

2 In the case of the preceding paragraph, when we are damaged, the shipper shall be liable for the damage.

(Disclaimer)

Article 44 We shall not be liable for damages in relation to the loss, damage, delayed delivery and any other damage arising due to the following.

- (a) Defect of the said freight, wear and tear, insect damage or mouse damage.
- (b) Ignition, explosion, stuffiness, mold, decay, discoloration, rust and any other equivalent to each.

- (c) Strike, go-slow strike, social turmoil and any other incident and robbery.
- (d) Fire due to force majeure.
- (e) Earthquake, tsunami, storm surge, flood, storm, landslide, crumbling and any other natural disaster.
- (f) Injunction of transportation, unsealing, forfeit, seizure, or extradition to any third party by laws and regulations or by public authorities.
- (g) Willful misconduct or negligence by the shipper or the consignee.

(Special rules for valuables)

Article 45 In relation to Valuables, in applying for the transportation by the shipper, unless the kind and the value of such is not noticed to us, we shall not be liable for damages in relation to the loss, damage or the delayed delivery of Valuables.

2 The provisions of the preceding paragraph shall not be applied to the following cases.

- (a) When we have known that the freight is valuable in the execution of the transportation contract.
- (b) When the loss, damage, or the delayed delivery of the Valuables arises due to the willful misconduct or serious negligence on the part of us.

(Special causes for disappearance of responsibilities)

Article 46 The responsibility of us in relation to partial loss or damage of the freight shall disappear when the consignee accepts the freights without reservation, unless, in the case of any damage or partial loss of the freight not immediately found, we are notified of such within two weeks from the freight delivery date.

2 The provision of the preceding paragraph shall not be applied to, when we have known the freight has partial loss or damage at the time of the freight delivery.

3 In the case of transportation of the freight which the shipper is entrusted to transport by any third party, when the shipper is notified of any damage or partial loss of the freight not immediately found, the period in relation to to our responsibility to the shipper provided in the 1st paragraph proviso shall be deemed to be extended till the day when two weeks have passed since the receipt by the shipper of the said notification.

(Amount of damages)

Article 47 The amount of damages in the case of the total loss of the freight shall be decided upon based upon the value of the freight at the location and time to be delivered.

2 The amount of damages in the case of the partial loss or damage of the freight shall be decided upon the difference between the value of the actually delivered freight at the

location and time to be delivered and the value of the freight without such partial loss nor damage.

3 Pursuant to the provision of the 1st paragraph of Article 35, Fares and Charges not required the shipper to pay due to the loss or damage of the freight shall be deducted from the damages provided in the preceding two paragraphs.

4 In the case of the 1st and 2nd paragraphs, when there is any dispute in relation to the value of the freight or the amount of damages, the value or amount shall be decided upon by the appraisal or evaluation by any fair third party.

5 The amount of damages in case of the delayed delivery of the freight shall be limited up to the amount of Fares and Charges.

Article 48 Notwithstanding the provision of the preceding Article, when the loss, damage, or the delayed delivery is caused by the malice or serious negligence on our part, we shall be liable for any damage arising from or in relation to that.

(Exclusion period)

Article 49 Our liability shall disappear when there is no judicial claims within one year from the freight delivery date (the date to be delivered in the case of the total loss of the freight).

2 The period provided in the preceding paragraph may be extended only after the damage due to the loss of the freight and others arises by the mutual agreement.

3 In the case of delivering the freight which the shipper is entrusted to transport by any third party, when the shipper compensate for the damages or is claimed judicially within the period provided by the 1st paragraph, the period in relation to our liability to the shipper provided by the same paragraph shall be deemed to be extended till the day when three months have passed since the shipper compensate for the damages or since the shipper is claimed judicially.

(The responsibility in the case of use transportation)

Article 50 In the case when we transport by using the transportation services by other motor truck transportation companies or other transportation, we shall burden the responsibility for our transportation pursuant to this contract.

(Acquisition of the right based on the compensation)

Article 51 When we compensate for all amount of the freight value, we shall acquire any and all right in relation to the said freight.

Section9 Contact Transportation

(Invoices)

Article 52 When we accept the transportation of the freight in relation to contact transportation, and we do the first transportation (hereinafter in this Section referred to as “the case of contact transportation), the shipper shall provide us with all the invoices in relation to all the related transportations upon our demand for such.

(Receipt of fares and charges)

Article 53 In the case of contact transportation, we will receive Fares and Charges in relation to all the related transportations by the acceptance of the freight.

2 Notwithstanding the provision of the preceding paragraph, we may approve we shall receive Fares and Charges in relation to all the related transportations by the time when the last transporting company deliver the freight.

3 In the case of the 1st paragraph, when Fares and Charges are not fixed, the provision of the 2nd paragraph of Article 31 shall be applied mutatis mutandis to.

(The right of intermediate carriers)

Article 54 In the case of contact transportation, the transporting companies after we transport the freight shall exercise our right on behalf of us.

(Liability principle)

Article 55 In the case of contact transportation, we shall be liable for the damages jointly with the other related transportation companies in relation to the loss, damage or the delayed delivery of the freight.

(Application of transportation contracts)

Article 56 In the case of contact transformation, the transportation by another transportation company shall be pursuant to its transportation contract and the provision of its rules in relation to transportation. When the loss, damage or delayed delivery of the freight arises and the company liable for such is not identified, the claim for damages shall be pursuant to the provisions of this transportation contract.

(Delivery period)

Article 57 The delivery period in relation to contact transportation shall be calculated by

summing up the delivery periods based upon each transportation contract or the provisions in relation to transportation or the equivalent to such for each transportation company plus one day.

(The Process of compensation for damages)

Article 58 In the case of contact transportation, in relation to the compensation for damages caused by the loss, damage or the delayed delivery of the freight, the claimed transportation company shall investigate the damage level, decide upon the amount of damages, and pay such.

(Reservation of the right to claim damages)

Article 59 The reservation or the notification provided in the 1st paragraph of Article 46, in the case of contact transportation, may be provided for any of the related transportation companies.

Chapter 3 Ancillary Operations

(Ancillary operations and ancillary operation fee)

Article 60 When we undertake to collect the price for any goods, pay out-of-pocket freight installment, pack the freight, classify the freight, store, accept and inspect, do horizontal and vertical transportation, shelving, labeling, bulk loading and any other operation taking time, and requiring a certain skill and machinery in relation to motor truck transportation business (hereinafter referred to as "Ancillary Operations"), we will receive either the amount we provide separately or the actual cost and expense required, and do Ancillary Operations at our own risk.

2 In relation to ancillary operations, unless provided otherwise, as long as the nature allows, the provision of Chapter 2 shall be applied mutatis mutandis to.

(Collection of the price for goods)

Article 61 We shall grant the addition or change in relation to the collection of the price for goods only before the shipping of the relevant freight.

2 We shall not repay the collection fee in relation to the said price for goods, if the shipper cancel the entrust of the collection or if the collection becomes impossible due to the reasons which the shipper or the consignee shall be blamed for, after shipping the freight in relation to which we are entrusted to collect the price for goods.

(Insurance)

Article 62 In application for the transportation, when the shipper approves our offer, we shall undertake to execute transportation insurance at the cost of the shipper.

2 We will post at our shop premium rates and any other matter in relation to transportation insurance.