

(Face Clause) RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or the container(s) or package(s) said to contain the cargo herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered unto order or assigns. If required by the Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order. In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the Goods are superseded by this Bill of Lading. In witness whereof, the undersigned, on behalf of Nippon Yusen Kaisha, the Master and the owner of the Vessel, has signed the number of Bill(s) of Lading stated under, all of this tenor and date, one of which being accomplished, the others to stand void. (Terms continued on back hereof)

1. (Definition) The following words both on the face and back hereof have the meaning hereby assigned:

- (a) "Carrier" means **Nippon Yusen Kaisha** and the Vessel and/or her owner;
- (b) "Merchant" includes the shipper, consignor, consignee, owner and receiver of the Goods and the holder of this Bill of Lading;
- (c) "Goods" means the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well;
- (d) "Vessel" includes vessel, ship, craft, lighter or other means of transport which is or shall be substituted, in whole or in part, for the vessel named on the face hereof.
- (e) "Sub-Contractor" includes owners and operators of the Vessel or any other vessel (other than the Carrier), stevedores, terminal operators, warehousemen, road and rail transport operators and any independent contractors employed by the Carrier in performance of the Carriage and any sub-contractor thereof.
- (f) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.
- (g) "Person" includes an individual, group, company, or other entity.

2. (Clause Paramount) (1) This Bill of Lading shall have effect subject to the provisions of the International Carriage of Goods by Sea Act, 1924 of Japan, as amended 3 June, 1992 (hereinafter be called "the Act"), unless it is adjudged that any other legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 23 February, 1968, or the amendments by the Protocol signed at Brussels on 21 December, 1979, including without limitation, the Carriage of Goods by Sea Act, 1936, of the United States (the similar legislation shall hereinafter be called "Hague Rules Legislation"), compulsorily applies to this Bill of Lading, in which case it shall have effect subject to the provisions of such Hague Rules Legislation.

(2) The Act or Hague Rules Legislation shall apply and govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in custody of the Carrier, its agents, servants, representatives and Sub-Contractors of the Carrier.

(3) The Act or Hague Rules Legislation shall be deemed to be incorporated herein. If any provision of this Bill of Lading is held to be repugnant to any extent to the Act or Hague Rules Legislation or to any other laws, statutes or regulations applicable to the contract evidenced by this Bill of Lading, such provision shall be null and void to that extent but no further.

3. (Governing Law and Jurisdiction) (a) The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law except as may be otherwise provided herein, and (b) notwithstanding anything else contained in this Bill of Lading or in any other contract, any and all actions against the Carrier in respect of the Goods or arising out of the Carriage shall be brought before the Tokyo District Court in Japan to the exclusion of the jurisdiction of any other courts whilst any such actions against the Merchant may be brought before the said Court or any other competent court at the Carrier's option.

4. (Carrier's Tariff) The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

5. (Limitation Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any countries.