

Transportation Terms and Conditions for Home Delivery Services
(Kansai Airport Baggage Service Transportation Terms and Conditions)

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Chapter 1 General Provisions

(Scope of Application)

Article 1 These transportation terms and conditions apply to home delivery cargo.

1-2 Matters not provided for in these transportation terms and conditions shall be governed by laws and regulations or generally accepted customs.

1-3 Notwithstanding the preceding two paragraphs, Konoike Airport Services Co., Ltd. (hereinafter the “Company”) may accept requests for special agreements provided that they do not violate laws or regulations.

Chapter 2 Acceptance of Transportation

(Reception Hours)

Article 2 The Company shall set reception hours and post them at the counters of its branch offices and other business locations.

2-2 If the reception hours stated in the preceding paragraph are changed, the Company shall post notice in advance at the counters of its branches and other business locations.

(Shipping Label)

Article 3 When accepting cargo for transportation, the Company shall issue a shipping label for each individual item, containing the following information. In this case, items (1) through (5) shall be completed by the consignor, and items (6) through (15) shall be completed by the Company. However, item (10) may not be entered in some cases. In addition, at the request of the consignor, the Company may complete items (1) through (5) of the shipping label on the consignor’s behalf.

- (1) The consignor’s name or company name, address, and telephone number
- (2) The consignee’s name or company name, delivery address, and telephone number
- (3) A brief description of the cargo
- (4) The method of payment for freight charges and fees
- (5) Special precautions for transportation (classifications of the nature of the cargo, such as fragile items, items prone to deterioration or spoilage, and other necessary information)
- (6) The home delivery service name
- (7) The Company’s name, address, and telephone number
- (8) The name of the branch office or other business location that accepted the cargo
- (9) The cargo acceptance date
- (10) The scheduled cargo delivery date
- (11) Segmentation by weight and volume
- (12) The amount of freight charges and other transportation-related costs

- (13) The liability limit (¥300,000 per item of cargo (consumption tax included))
- (14) Inquiry contact telephone number
- (15) Other matters necessary for the transportation of the cargo

(Confirmation of Cargo Contents)

Article 4 If the Company has doubts regarding the brief description of the cargo or special precautions for transportation stated on the shipping label, it may, with the consignor's consent and in the consignor's presence, inspect the cargo.

4-2 When an inspection is conducted as stipulated under the preceding paragraph, and the brief description of the cargo or special precautions for transportation are found to match the consignor's description, the Company shall compensate for any damage arising from the inspection.

4-3 When an inspection is conducted as stipulated under paragraph 1, and the brief description of the cargo or special precautions for transportation differ from the consignor's description, the costs required for the inspection shall be borne by the consignor.

(Packaging)

Article 5 The consignor must package the cargo appropriately for transportation, in accordance with its nature, weight, volume, and other characteristics.

5-2 If the Company determines that the cargo packaging is unsuitable for transportation, it may require the consignor to package the cargo appropriately or perform the necessary packaging at the consignor's expense.

(Refusal of Acceptance)

Article 6 The Company may refuse to accept transportation if the case falls under any of the following items.

- (1) When the application for transportation does not comply with these transportation terms and conditions
- (2) When the consignor fails to enter required information on the shipping label, or does not consent to inspection under Article 4, paragraph 1
- (3) When the packaging is unsuitable for transportation
- (4) When the consignor demands special burdens in relation to transportation
- (5) When transportation of the item violates laws or regulations, public order, or good morals
- (6) When the cargo falls under any of the following categories:
 - (i) Explosives, other hazardous materials, unsanitary items, or items that may damage other cargo
 - (ii) Other items specifically designated and indicated by the Company
- (7) When natural disasters or other unavoidable circumstances exist

(Cargo Subject to Acceptance Restrictions)

Article 7 The Company will not accept cargo that falls under any of the following items, cargo for which acceptance is restricted by airlines, or cargo subject to commodity classification freight rates.

- (1) Valuables
 - (i) Platinum, gold, silver, other precious metals, and products made thereof
 - (ii) Iridium, tungsten, other rare minerals, and products made thereof
 - (iii) Currency (banknotes and coins) and gift certificates
 - (iv) Share certificates, bonds, prepaid cards, other securities, unused postage stamps, and

- revenue stamps (v) Diamonds, rubies, sapphires, amber, pearls, other gemstones, and products made thereof
- (vi) Works of art and antiques
- (vii) Credit cards, cash cards, and similar cards (viii) Passports and other certificates that are difficult to reissue
- (ix) Manuscripts, tapes, films, and similar items that cannot be reproduced
- (2) Live animals (including fish)
- (3) Human remains and cremated remains
- (4) Dangerous goods
 - Explosives, high-pressure gases, corrosive liquids, flammable liquids, combustible liquids, flammable solids, oxidizing substances, poisons, radioactive substances, magnetic materials, other hazardous items and items adhering thereto, or firearms and bladed weapons, and other items prohibited from being transported under Article 194 of Regulations for Enforcement of the Civil Aeronautics Act, including items excluded under paragraph 2 of the same article but for which airlines specify acceptance conditions
- (5) In addition to the preceding item, items whose transportation is prohibited or restricted under the Civil Aeronautics Act, other laws or regulations, or orders, rules, or requests of governmental authorities
- (6) Items with inadequate packaging, items easily damaged, items prone to spoilage or deterioration, items emitting odors, or other items the Company deems likely to cause inconvenience
- (7) Items the Company deems likely to harm persons, loaded articles, or aircraft
- (8) Items for which the Company determines that declarations regarding shipping label entries are false
- (9) Other items the Company deems inappropriate from an aviation security standpoint 7-2 Cargo whose price per item exceeds ¥300,000

(Exterior Labeling)

Article 8 At the time of cargo acceptance, the Company shall affix to the exterior of the cargo a document stating the matters listed in Article 3, paragraph 1, items 1 through 3, items 5 through 9, item 10, item 11 (excluding cases where not entered), items 13, 14, and 15, as well as other necessary information.

8-2 If the Company determines that labeling under the preceding paragraph is inappropriate due to the quality or shape of the cargo, it may display the information by other means.

(Collection of Freight Charges)

Article 9 When receiving cargo, the Company shall collect freight charges, fees, and other transportation-related costs (hereinafter referred to as “freight charges”).

9-2 Notwithstanding the preceding paragraph, the Company may allow freight charges to be collected from the consignee at the time of delivery.

9-3 Freight charges and their application methods shall be governed by the freight rate table separately established by the Company. 9-4 Freight charges and their application methods shall be posted at the counters of branch offices and other business locations.

9-5 The Company will not refund any collected freight charges.

(Interline or Subcontracted Transportation)

Article 10 To the extent that the consignor’s interests are not harmed, the Company may transport accepted cargo in coordination with other transportation organizations, or by using transportation performed by other freight motor carriers or other transportation

organizations.

Chapter 3 Delivery of Cargo

(Delivery Date)

Article 11 The Company shall deliver cargo by the following scheduled delivery dates. However, due to traffic or other conditions, delivery may be delayed to the day after the scheduled delivery date.

- (1) When a scheduled delivery date is stated on the shipping label, the stated date
- (2) When no scheduled delivery date is stated on the shipping label, the date obtained by adding the number of days calculated as follows, based on the transportation distance, to the cargo acceptance date stated on the shipping label (when the acceptance location or delivery destination is a remote island, mountainous area, or similar area designated by the Company, the date shall be after a reasonable number of days have elapsed from the acceptance date)
 - (i) The first 400 kilometers, two days
 - (ii) For each additional 400 kilometers beyond the first 400 kilometers, one day

11-2 Notwithstanding the preceding paragraph, if the Company accepts transportation with the cargo's intended use and delivery date and time stated on the shipping label, it shall deliver the cargo by the delivery date and time stated on the shipping label.

(Delivery of Cargo at the Airport)

Article 12 When delivering entrusted cargo to the consignee at an airport, the Company shall deliver it in exchange for a cargo claim ticket. However, in this case, the Company is not obligated to verify whether the bearer of the cargo claim ticket is the rightful recipient.

12-2 Delivery of entrusted cargo under the preceding paragraph shall be conducted at the Company's cargo delivery counter.

(Delivery of Cargo at the Designated Location)

Article 13 When delivering entrusted cargo to the consignee at the designated delivery address, the Company shall deliver it in exchange for the consignee's receipt. In this case, the Company may request proof that the recipient is the rightful consignee.

(Delivery to Persons Other Than the Consignee)

Article 14 Delivery of cargo to any person stated in the following items shall be deemed delivery to the consignee.

- (1) When the delivery address is a residence, a cohabitant at the delivery address or a person equivalent thereto
- (2) When the delivery address is other than described in the preceding item, the manager of the premises or a person equivalent thereto

(Measures When the Consignee is Absent)

Article 15 If delivery cannot be made due to the absence of the consignee or a person specified in the preceding article, the Company shall notify the consignee by means of a written notice stating that fact, the date and time delivery was attempted, the Company's name, inquiry contact telephone number, and other information necessary for delivery (hereinafter referred to as "attempted delivery notice"), and shall store the cargo at a branch office or other business location.

15-2 Notwithstanding the preceding paragraph, with the consent of the consignee's neighbor (including the building manager when the consignee resides in a multi-unit residence), the Company may entrust that neighbor with delivery of the cargo to the consignee. In this case, the Company shall state the name of the neighbor entrusted

with delivery on the attempted delivery notice.

(Measures When Delivery Cannot be Made)

Article 16 If the Company cannot confirm the presence of the consignee, if the consignee or related parties neglect or refuse to receive the cargo, or if the cargo cannot be received for any other reason, the Company shall promptly request instructions from the consignor regarding the disposition of the cargo, specifying a reasonable period.

16-2 The consignor shall bear the costs required for the request for instructions described in the preceding paragraph, the disposition carried out in accordance with those instructions, and any uncollected freight charges.

(Disposition of Cargo that Cannot be Delivered)

Article 17 If no instructions as provided in Article 16, paragraph 1 are received within a reasonable period, the Company may, after giving prior notice to the consignor, store the cargo until the date three months after the date on which it requested those instructions, and then, with an impartial third party present, sell the cargo or otherwise dispose of it. However, if the cargo is prone to deterioration or spoilage and no instructions are received within a reasonable period, the Company may, after giving prior notice to the consignor, immediately sell the cargo or otherwise dispose of it.

17-2 When the Company disposes of cargo as stipulated under the preceding paragraph, it shall promptly notify the consignor to that effect. 17-3 When the Company disposes of cargo as stipulated under paragraph 1, it shall apply the proceeds to any uncollected freight charges, and to the costs for requesting instructions, as well as the costs required for storing and disposing of the cargo. If there is a shortfall in funds from such proceeds, the Company shall request payment from the consignor, and if there is a surplus, it shall return the surplus to the consignor.

Chapter 4 Instructions

(Instructions)

Article 18 The consignor may give the Company instructions regarding suspension of transportation, return shipment, forwarding, or other disposition of the cargo.

18-2 The consignor's rights provided in the preceding paragraph shall terminate when the cargo is delivered to the consignee.

18-3 The consignor shall bear the costs required for any disposition carried out in accordance with the instructions set forth in paragraph 1.

(Cases Where Instructions Cannot be Followed)

Article 19 If the Company determines that following the consignor's instructions may cause impediments to transportation, it may decline to follow those instructions.

19-2 If the Company declines to follow instructions as stipulated under the preceding paragraph, it shall promptly notify the consignor to that effect.

Chapter 5 Accidents

(Measures in the Event of an Accident)

Article 20 If the Company discovers loss of the cargo, it shall promptly notify the consignor to that effect.

20-2 If the Company discovers significant damage to the cargo or determines that delivery will be significantly delayed beyond the scheduled delivery date, it shall promptly

request instructions from the consignor regarding the disposition of the cargo, specifying a reasonable period.

20-3 In the circumstances described in the preceding paragraph, if there is no time to wait for instructions, or if no instructions are received within the period set by the Company, the Company shall, for the consignor's benefit, suspend transportation of the cargo, return it, or take other appropriate measures.

20-4 When the Company takes measures as stipulated under the preceding paragraph, it shall promptly notify the consignor to that effect.

20-5 Notwithstanding paragraph 2, if the Company determines that impediments to transportation will arise, it may decline to follow the consignor's instructions.

20-6 If the Company declines to follow instructions as stipulated under the preceding paragraph, it shall promptly notify the consignor to that effect. 20-7 The costs required for the request for instructions described in paragraph 2, and for measures taken in accordance with those instructions, or for measures taken under paragraph 3, shall be borne by the consignor if the damage to or delay of the cargo is due to reasons attributable to the consignor's responsibility or due to the nature or defects of the cargo, and in other cases shall be borne by the Company.

(Disposition of Dangerous Goods, etc.)

Article 21 If, in the course of handling or transporting the cargo, the Company learns that the cargo falls under Article 6, item 6(i), it shall unload the cargo and take other measures necessary to prevent transportation-related damage.

21-2 The consignor shall bear the costs required for the measures described in the preceding paragraph.

21-3 When the Company takes measures as stipulated under paragraph 1, it shall promptly notify the consignor to that effect.

(Issuance of Accident Certificate)

Article 22 If a request is made for certification regarding loss of cargo, the Company shall issue an accident certificate, limited to requests made within one year from the scheduled delivery date.

22-2 If a request is made for certification regarding cargo damage or delay, the Company shall issue an accident certificate, limited to requests made within 14 days from the date the cargo was delivered.

Chapter 6 Liability

(Commencement of Liability)

Article 23 The Company's liability for loss or damage to cargo begins when it receives the cargo from the consignor.

(Liability and Burden of Proof)

Article 24 Unless the Company proves that it, its employees, or other persons used for transportation did not fail to exercise due care in receiving, delivering, storing, and transporting the cargo, the Company shall be liable for damages for loss of, damage to, or delay of the cargo.

(Exemption from Liability)

Article 25 The Company shall not be liable for damage arising from loss of, damage to, or delay of the cargo due to any of the following causes.

- (1) Defects in the cargo, or natural wear and tear
- (2) Ignition, explosion, stuffiness, mold, spoilage, discoloration, rust, or other similar causes attributable to the nature of the cargo
- (3) Strikes or slowdowns, civil disturbances or other incidents, or robbery
- (4) Fire due to force majeure
- (5) Unforeseeable and extraordinary traffic disruptions
- (6) Earthquakes, tsunamis, storm surges, floods, severe storms, landslides, mountain collapses, or other natural disasters
- (7) Suspension of transportation, opening, confiscation, seizure, or delivery to the third party due to laws or regulations or the exercise of public authority
- (8) Errors in entries that the consignor should make on the shipping label, or other intentional acts or negligence of the consignor or consignee

(Special Provisions on Cargo Subject to Acceptance Restrictions, etc.)

Article 26 With respect to cargo falling under Article 6, item 5, the Company shall not be liable for damages for loss of, damage to, or delay of such cargo.

26-2 With respect to cargo falling under Article 6 item 6, if the Company accepted transportation without knowing the cargo fell under such stipulations, the Company shall not be liable for damages for the loss of, damage to, or delay of the cargo.

26-3 With respect to cargo requiring special care in transportation, such as fragile items or items prone to deterioration or spoilage, if the consignor does not state that fact on the shipping label and the Company did not know to that effect, the Company shall not be liable for damages for loss of or damage to the cargo arising from a failure to exercise special care in transportation.

(Special Grounds for Extinguishment of Liability)

Article 27 The Company's liability for cargo damage shall be extinguished unless notice is sent within 14 days from the date the cargo was delivered.

27-2 The preceding paragraph shall not apply if the Company delivered the cargo while knowing of the damage.

(Amount of Damages)

Article 28 For damages due to loss of cargo, the Company shall compensate the cargo's price (meaning the cargo's price at the place of shipment; the same shall apply hereinafter) within the scope of the liability limit stated on the shipping label (hereinafter referred to as the "limit").

28-2 For damages due to cargo damage, the Company shall compensate within the scope of the limit, based on the cargo's price and in accordance with the degree of damage.

28-3 If compensation is to be paid as stipulated under the preceding two paragraphs, and it is determined to be clearly evident that significant damage will arise to the consignor or consignee, then, notwithstanding the preceding two paragraphs, the Company shall compensate within the scope of the limit.

28-4 For damages due to the delay of the cargo, the Company shall compensate as follows.

- (1) In the case of Article 11, paragraph 1, except where notice by attempted delivery notice under Article 15 is provided by the day after the delivery date, the Company shall compensate, within the scope of freight charges, for damages to property arising from failure to deliver the cargo by the day after the scheduled delivery date.
- (2) In the case of Article 11, paragraph 2, the Company shall compensate, within the

scope of the limit, for damages to property arising from the inability to use the cargo at that specific date and time.

28-5 If damages due to loss of or damage to the cargo and damages due to delay arise simultaneously, the Company shall compensate within the scope of the limit for the total amount of damages as stipulated under paragraphs 1, 2, or 3 and the preceding paragraph.

28-6 Notwithstanding the preceding five paragraphs, if loss of, damage to, or delay of the cargo arises due to the Company's intent or gross negligence, the Company shall compensate for all damages arising thereby.

(Refund of Freight Charges, etc.)

Article 29 If loss of cargo, significant damage, or delay (limited to the case of Article 11, paragraph 2) occurs due to natural disasters or other unavoidable circumstances, or due to reasons attributable to the Company's responsibility, the Company shall refund the freight charges. In this case, if the Company has not collected freight charges, it shall not request payment thereof.

(Statute of Limitations)

Article 30 The Company's liability shall be extinguished by statute of limitations when one year has elapsed from the date the consignee received the cargo.

30-2 In the case of cargo loss, the period in the preceding paragraph shall be calculated starting from the scheduled delivery date. 30-3 The preceding two paragraphs shall not apply if the Company knew of the damage.

(Liability in Cases of Interline or Subcontracted Transportation)

Article 31 Even when the Company transports cargo in coordination with other transportation organizations, or by using transportation performed by other freight motor carriers or other transportation organizations, the Company shall bear transportation liability under these transportation terms and conditions.

(Consignor's Liability for Damages)

Article 32 The consignor shall be liable to compensate for damages caused to the Company due to defects in or the nature of the cargo. However, this shall not apply if the consignor did not know of the defect or nature without negligence, or if the Company knew of it.

Chapter 7 Ancillary Work

(Ancillary Work)

Article 33 If the Company accepts collection of product charges, advance payment of cargo charges, cargo packaging, sorting, storage, or other work ancillary to the home delivery business (hereinafter referred to as "ancillary work"), it shall collect the fees posted at the counters of its branch offices and other business locations, or the actual costs thereof.

33-2 With respect to ancillary work, unless otherwise provided, the provisions of Chapter 2 shall apply mutatis mutandis to the extent permitted by their nature.