

WAYBILL

(NON-NEGOTIABLE)

RECEIVED in apparent external good order and condition except as otherwise noted the total number of Containers or other packages or units enumerated below(*) for transportation from the Place of Receipt to the Place of Delivery subject to the terms and conditions on the face and back hereof and delivery there to the Consignee on production of proof of identity.

In witness whereof, the undersigned, on behalf of Kambara Kisen Co., Ltd. as the Carrier, has signed the number of Waybill(s) stated under, all of this tenor and date.

This Waybill is not to be construed as Bill of Lading or as any other similar document of title as referred to in the International Carriage of Goods by Sea Act of Japan, 1957 as amended 1992 or any other foreign legislation of nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 or the amendments by the Protocol signed at Brussels on February 23, 1968 or the amendments by the Protocol signed at Brussels on December 21, 1979.

(Terms and Conditions of Waybill continued on the back hereof)

Unless otherwise set out on the face and back hereof, the Goods shall be carried subject to:

- (i) the terms and conditions provided for in the Carrier's applicable Bill of Lading, and the terms and conditions of the Carrier's applicable tariff, both of which are available at the Carrier's offices or at those of his authorized agents and every reference therein to the words "Bill(s) of Lading" shall be read and construed as a reference to the words "non-negotiable Waybill(s)" and the terms and conditions thereof shall be read and construed accordingly; and
- (ii) the CMI Uniform Rules for Sea Waybills ("the Rules") excluding only Rule 4(iii), which are available at the Carrier's offices or at those of his authorized agents.

In the event of any inconsistency between the terms and conditions mentioned under (i) above or otherwise set out in this Waybill and the Rules, then the terms and conditions mentioned under (i) above or otherwise set out in this Waybill shall prevail.

In accepting this Waybill, the Shipper both on his own behalf and on behalf of the Consignee and the owners of the Goods, agrees to be bound by all the stipulations, exception, terms and conditions on the face and back of this Waybill and the applicable Bill of Lading or tariff, as referred to above, whether written, typed, stamped or printed, as fully as if signed by the Shipper, the Consignee or the owners of the Goods, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements for and/or in connection with the Carriage of the Goods are superseded by this Waybill.

In the value of the Goods exceeds the limits provided under this Waybill and that value has been inserted in the declared value box overleaf, and ,if applicable, the ad valorem freight has been paid, then the limit of liability shall be the amount so declared in the declared value box. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.