

JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION, INC. (JIFFA)
TERMS AND CONDITIONS OF NON-NEGOTIABLE WAYBILL (1994)

1. This Waybill shall have effect subject to the “CMI Uniform Rules for Sea Waybills”, which are deemed to be incorporated herein.
2. Unless otherwise set out on the face and back hereof, the Goods are to be carried subject to the terms and conditions provided for in the Carrier’s applicable Multimodal Transport Bill of Lading incorporating the Terms and Conditions (1993) governing the JIFFA Multimodal Transport Bill of Lading and tariff which both may be inspected on request at the Carrier’s office or at those of its authorized agent’s office. Every reference in the Multimodal Transport Bill of Lading as to the word “Bill of Lading” shall be read and construed as a reference to the words “Non-Negotiable Waybill” and the terms and conditions thereof shall be read and construed accordingly.
3. In accepting this Waybill, the Shipper agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof and of the Carrier’s applicable Multimodal Transport Bill of Lading and of the applicable tariff, whether written, typed, stamped or printed, as fully as if signed by the Shipper, 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and agrees that all agreements or freight engagements for and in connection with the carriage of the Goods are superseded by this Waybill. Moreover, the Shipper accepts the said stipulations, exceptions, terms and conditions not only on his own behalf but on behalf of the Consignee and the Owner of the Goods and the Shipper warrants that he has the authority to do so.
4. Except as otherwise specifically provided in this Waybill, delivery of the Goods will be made only to the Consignee named on the face hereof, or his authorized agent, on production of proof of identity at the Port of Discharge or the Place of Delivery. The Consignee by presenting this Waybill and/or requesting delivery of the Goods, however, undertakes all liabilities of the Shipper hereunder. The benefit of the contract evidenced by this Waybill shall thereby be transferred to the Consignee or other person presenting this Waybill.
5. In the case of carriage to or from the United States of America, the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936 (U.S. COGSA) shall apply to this Waybill as if it were a Bill of Lading. Where U.S. COGSA applies, the contract evidenced by this Waybill is to be governed by United States law and the Carrier, its Servants and Agents or any other person of whose service the Carrier makes use for the performance of the carriage evidenced by this Waybill will not be liable for any amount in excess of U.S. \$500 per package or customary freight unit, unless the nature and value of the Goods have been declared to the Carrier before shipment and inserted on the face hereof.