

リーガルフロンティア21

プロジェクトベース

実務・英文契約書講座

第12回 運送業務委託契約

2013年7月31日(水) 午後7:00～9:00

会 場

〒101-0051 東京都千代田区神田神保町3-10 神田第3アメレックスビル7F
株式会社リーガルフロンティア21
セミナールーム

テーマ	トピック	学習目標
⑫運送業務委託契約 2013 年 7 月 31 日（水）	第一種運送業者、第二種運送業者、実運送、利用運送、運送業務委託契約、運送約款	陸上運送については、日本国内での運送業務委託契約を英語化する際の留意事項を中心に、また、航空運送については全世界的に事業を展開している運送業者の利用している運送契約を素材にして、特に日本語の運送業務委託契約を英語化する場合のリサーチの仕方を紹介します。また、ロジスティックサービス一般に用いられる契約書についても検討します。

運送業務委託契約

学習目標

基本となる運送業務委託契約を理解する

応用としての 3PL

ロジスティックサービス

☐ 特別な運送業務－SOP の作成

利用運送業務基本契約書

DODO J a p a n I n c .
東京ロジスティクス株式会社

DODO J a p a n I n c .（以下「甲」という。）と東京ロジスティクス株式会社（以下「乙」という。）とは、乙による甲の貨物の利用運送に関し下記のとおり基本契約を締結する。

第 1 条（定義）

本契約において、利用運送とは運送事業者の行う実運送を利用した貨物の運送をいう。

第 2 条（利用運送契約）

1. 甲は、乙に対し貨物の利用運送を申し込み、乙はこれを引き受ける。
2. 前項の貨物利用運送の申込みは、甲が発行する出荷指示書によって行う。

第 3 条（運行指示）

1. 乙は甲の出荷指示書に基づいて利用運送を行う。
2. 乙は運送区間別に貨物到着指定日を別表のとおり定める。

第 4 条（善管注意義務）

乙は善良なる管理者の注意義務をもって、迅速確実な貨物の運送の実現及び事故防止に努める。

第 5 条（報告）

乙は、甲に対し、貨物の破損・紛失・盗難等及び運送の遅延が発生した場合は、その理由と対策を速やかに報告する。

第 6 条（損害賠償）

1. 乙は、貨物の引き渡し完了までに生じた運送中、保管中の貨物の破損・紛失・盗難及び運送の遅延によって甲に損害を及ぼした時は、甲に対し同損害の賠償の責を負う。但し、乙が、これらの損害が天災地変等不可抗力に基づくことを立証した場合は免責される。
2. 前項の損害賠償金額については、標準貨物自動車利用運送約款（運輸省告知第579号・ 2年11月26日）の定めるところによる。

第 7 条（保険）

乙は、運送事業者と運送契約を締結するに際し、当該運送業者に対し貨物についての賠償責任（国内運送特約）保険を付保させなければならない。

第 8 条（契約期間）

1. 本契約の有効期間は、2011年6月1日から2011年5月末日までの2年間とする。

2. 本契約の満了3ヶ月前までに甲乙いずれからも文書による異議の申し出がないとき、本契約は自動的に2年間更新されるものとし、その後についても同様とする。

第 9 条（契約解除）

1. 甲が次の各号のいずれかに該当する場合には、乙は甲に対し催告その他なんらの手続を要しないで、直ちに本契約を解除することができる。
 - ①運賃、料金その他乙に対する債務の支払を1か月分以上怠ったとき
 - ②差押・仮差押・公売処分・租税滞納処分・その他これに準ずる処分を受けたとき
 - ③破産、民事再生、会社更生、特別清算の申し立てを受け、または自らしたとき
 - ④営業の廃止もしくは変更、または解散の決議をしたとき
 - ⑤手形交換所の取引停止処分を受けたとき
 - ⑥本契約ならびにこれに付随して締結した契約等の各条項のいずれかに違反し、催告を受けても相当期間内に改めないとき
 - ⑦資産・信用または事業等に変更を生じ、本契約を継続しがたい事態になったと乙が認めたとき
 - ⑧前各号に準ずる事由により、甲に本契約を継続させることが困難であると乙が認めたとき
2. 前項により本契約が解除された場合、甲は乙に対する債務一切について期限の利益を喪失し、年14.60%の割合による遅延損害金を付して直ちに支払わなければならないとともに、さらに乙に損害の発生があるときはその損害一切の賠償をしなければならない。

第 10 条（期間内解約）

本契約期間内に本契約を解約しようとするときは、乙または甲は相手方に対し3ヶ月前までに書面によりその旨を予告しなければならない。

第 11 条（料金及び料金改定）

1. 乙の利用運送業務についての運賃は別紙運賃表に定め、取り決めなき事項についての料金は発生の都度甲乙協議の上決定する。
2. 本契約期間中に経済情勢などの著しい変動があった場合は、甲乙協議の上運賃の改定をすることができる。

第 12 条（料金の請求及び支払い）

前条の料金は毎月末締め、翌末日支払とし、甲は乙の指定する銀行口座に振り込んで支払う。但し、支払該当日が祝祭日または休日の場合は前日とする。

第 13 条（不測の事態）

乙は不測の事態が発生し利用運送の履行が不可能になった場合には、直ちに甲に連絡するとともに適切な措置を講じ、甲の業務に支障をきたさないように努める。

第 14 条（合意管轄裁判所）

この契約に関して争いが生じた時は東京地方裁判所をもって合意管轄裁判所とする。

第 15 条（協議）

本契約に定めない事項については標準貨物自動車利用運送約款（運輸省告知第 579 号・ 2 年 11 月 26 日）に従う。また、この契約に関して生じた疑義については、甲乙誠意をもって協議の上決定する。

本契約書の締結の証として本書2通を作成し、甲乙記名捺印の上それぞれ1通を保有する。

2011年 月 日

甲 東京都港区赤坂1丁目12番32号
DODO J a p a n I n c .
ジャパンカンントリーマネージャー

乙 東京都品川区勝島1丁目1番1号
東京ロジスティクス株式会社
代表取締役社長

**Master Agreement for
Carriage of Property
through the Use of Substituted Service**

by and between

**DODO Japan Inc.
("Shipper")**

and

**Global Logistics Co., Ltd.
("Contracting Carrier")**

Master Agreement for Carriage of Property through the Use of Substituted Service

This MASTER AGREEMENT FOR CARRIAGE OF PROPERTY THROUGH THE USE OF SUBSTITUTED SERVICE (hereinafter referred to as the “**Agreement**”) is made and entered into by and between DODO Japan Inc. (hereinafter referred to as “**Shipper**”) and Global Logistics Co., Ltd. (hereinafter referred to as “**Contracting Carrier**”) relating the Carriage of Property through the Use of Substituted Service by Contracting Carrier for shipment of Shipper, as follows:

1. Section 1. Definition.

In this Agreement, the term “Carriage of Property through the Use of Substituted Service (*Riyo Unso*)” refers to the transportation of shipment service provided through the use of Carriage of Property by another Performing Carrier of Property (*Jitsu Unso*).

2. Section 2. Agreement of Carriage of Property through the Use of Substituted Service (*Riyo Unso Keiyaku*).

- 2.1 Shipper offers to Contracting Carrier to arrange the Carriage of Property through the Use of Substituted Service available and Contracting Carrier undertakes to perform such carriage service.
- 2.2 An offer for Carriage of Property through the Use of Substituted Service referred to in the immediately preceding paragraph shall be made by means of a delivery instruction issued by Shipper.

3. Section 3. Instruction for Transportation.

- 3.1 Contracting Carrier shall perform the Carriage of Property through the Use of Substituted Service in accordance with a delivery order issued by Shipper.
- 3.2 Contracting Carrier establish the pre-designated arrival dates of shipment as indicated in the Schedule attached hereto by respective transport intervals.

4. Section 4. Duty of Care as a Good Faith Manager (*Zenkan Chu'i Gimu*).

Contracting Carrier shall endeavor to perform the transport of shipment in expeditious and secure manner and to prevent failures and accidents with due care of a good faith manager (*zenryo naru kanrisha no chu'i*).

5. Section 5. Reporting.

If Contracting Carrier comes to notice that any shipment is lost, stolen, destroyed or otherwise damages or arrival of such shipment is delayed, Contracting Carrier shall forthwith notify Shipper of such incidents with description of the reason and submit the responsive measure to be taken.

6. Section 6. Compensation for Damages.

6.1 If Shipper incurs damages due to destruction, loss or theft of or delay of arrival of shipment during the course of transportation or under custody until the completion of delivery of shipment, Contracting Carrier shall compensate for such damages to Shipper.

Provided, however, that, if Contracting Carrier successfully establishes that such damages were caused by force majeure such as Acts of God or other similar events beyond its control, Contracting Carrier shall be exonerated.

6.2 The liquidated amount of damages referenced in the immediately preceding paragraph shall be assessed in accordance with the “Standard Terms and Conditions for Carriage of Property by Motor Vehicle through the Use of Substituted Service (*Hyojun Kamotsu Jidosha Riyo Unso Yakkan*)” (Public Notice of Ministry of Transportation No. 579 of November 26, 1990).

7. Section 7. Insurance.

At the moment that Contracting Carrier enters into a contract for carriage with a property carrier, Contract Carrier shall cause the said property carrier to purchase cargo and transportation liability insurance (with domestic carriage riders) to cover its liability.

8. Section 8. Term.

8.1 The term of this Agreement shall be for two (2) years from June 1, 2011 to May 31, 2013.

8.2 If neither of the parties notifies its intention to the contrary not later than three (3) months prior to the expiration of the then current term to the other party in writing, this Agreement shall be automatically renewed for additional two (2) years, and the same shall apply thereafter.

9. Section 9. Termination.

9.1 Upon the occurrence of any one or more of the following events on the part of

Shipper, Contracting Carrier may immediately terminate this Agreement without delivering notice to cure to Shipper or taking any other actions:

- (a) If Shipper fails to pay any debt owed to Contracting Carrier such as freight charges and fees in the amount accrued in a given single month or more;
- (b) If seizure or attachment is levied, writ of public auction sale or seizure due to tax arrearage is issued or other similar writ or remedy for creditor is enforced against Shipper;
- (c) If a petition for bankruptcy, civil rehabilitation, corporate reorganization or special liquidation, voluntary or involuntary, is filed by or against Shipper;
- (d) If a corporate resolution to cease or change the scope of its business operation or to resolve a legal entity and liquidate its assets is adopted;
- (e) If Shipper is disqualified from banking transaction as sanctions of a clearing house;
- (f) If Shipper violates any provision of this Agreement or any other agreements or contracts executed ancillary to this Agreement and fails to cure such violation after receipt of notice to demand cure within a reasonable period of time;
- (g) If, in the opinion of Contracting Carrier, relationship under this Agreement is threatened to be continued due to a change in assets, creditworthiness, manner of business operation or otherwise on the part of Shipper; or
- (h) If Contracting Carrier determines that the continuation of affairs of business under this Agreement becomes difficult due to the reason similar to those listed in any of the preceding items.

9.2 If this Agreement is terminated pursuant to the immediately preceding paragraph, any and all obligations owed by Shipper to Contracting Carrier becomes due and payable immediately, Shipper shall pay any debt with late charges accrued in 14.60% p.a. and if Contracting Carrier suffers any loss or damages, Shipper shall be liable to compensate for any and all such damages.

10. Section 10. Early Termination.

If Contracting Carrier or Shipper intends to terminate this Agreement anytime in the Term of this Agreement, Contracting Carrier or Shipper shall notify such intention to the other party

by not later than three (3) months prior written notice to the other party.

11. Section 11. Fees and their Revisions.

11.1 Freight charge for carriage of property through the use of substituted service by Contracting Carrier shall be calculated as set forth in the Appendix to this Agreement "Freight Tariff Table and fees for services and other costs not specifically provided for herein shall be determined in each case by Shipper and Contracting Carrier through mutual consultation as such fees or costs incur.

11.2 If surrounding economic conditions or other environment change dramatically during the Terms of this Agreement and needs to revise freight charges are justified, Shipper and Contracting Carrier may make revision to the freight charges through mutual consultation.

12. Section 12. Invoicing and Payment of Fees.

Cut-off date of the fees referenced in the immediately preceding Section shall be the end of the current month and become payable by the end of the following month, and Shipper shall pay such fees by wire transfer to the bank account designated by Contracting Carrier. *Provided, however,* that, if such due date falls on Saturdays, Sundays or National Holidays, the fees shall be paid on the business day immediately proceeding to such holiday.

13. Section 13. Unforeseen and Supervening Event.

If Contracting Carrier becomes unable to discharge carriage of property through the use of substituted service under this Agreement due to an occurrence of an unforeseen and supervening event, Contracting Carrier shall forthwith notify Shipper to that effect and take effective measures to prevent Shipper from disturbed to operate its business.

14. Section 14. Consent Jurisdiction.

The parties hereto shall consent to subject to the jurisdiction of the District Court of Tokyo on any dispute and controversy arising from this Agreement.

15. Section 15. Consultation.

With respect the matters not specifically provided for herein shall be governed by the "Standard Terms and Conditions for Carriage of Property by Motor Vehicle through the Use of Substituted Service (*Hyojun Kamotsu Jidosha Riyo Unso Yakkan*)" (Public Notice of Ministry of Transportation No. 579 of November 26, 1990). Furthermore, any difference arising from this Agreement shall be settled by Shipper and Contracting Carrier through

good faith consultation between them.

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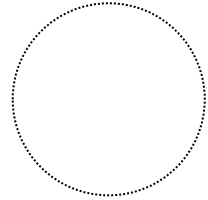
IN WITNESS WHEREOF, Shipper and Contracting Carrier have duly executed this Agreement in duplicate by affixing their signatures or printing their names and affixing their corporate seals hereto, with each party retaining one original.

[_____, 20__]

For Shipper:

DODO Japan Inc.
Ark Mori Building 12th Floor
12-32, Akasaka, 1-chome
Minato-ku
Tokyo, Japan, 107-0052

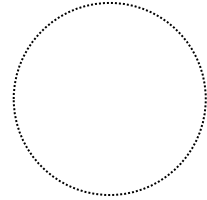
Japan Country Manager



For Contracting Carrier:

Global Logistics Co., Ltd.
1-1-1 Katsushima,
Shinagawa-ku,
Tokyo, Japan, 140-0012

Representative Director and President



業 務 委 託 契 約 書

DODO J a p a n I n c .
東京ロジスティクス株式会社

DODO J a p a n I n c.（以下「甲」という。）と、
東京ロジスティクス株式会社（以下「乙」という。）との間で次のとおり業務委託契約を締結する。

第 1 条（目的）

1. 甲は乙に対し、下記商品（以下「商品」という。）の国際輸送・輸出入通関・入庫・検品・保管・梱包・出庫及び在庫管理の業務を委託し、乙はこれを受託した。
 - ① 美容機器
 - ② 化粧品
2. 乙の受託する上記各業務の詳細は、甲・乙間で別に定める業務運営細則による。
3. 乙は甲の承諾を得た上で、受託した本業務の全部または一部を第三者に再委託することが出来る。

第 2 条（受託業務の場所）

前条に定める乙の受託業務は下記において、これをおこなう。

1. 所在 東京都品川区八潮3丁目2番38号
2. 名称 大井SRC
3. 場所 大井SRC 5階
4. 面積 20坪 (66.6㎡)

第 3 条（運送の委託）

1. 乙は甲の依頼に基づいて、甲・乙協議の上、商品の運送人を選択するものとする。
2. 乙は商品を第2条の受託業務場所において運送人に引き渡す。

第 4 条（期首在庫）

1. 甲および乙は、乙が受託業務を開始するにあたり、甲の商品を入庫する際、期首在庫を書面により確認するものとする。
2. 前項の書面による確認を行わない場合には、当該在庫にかかる紛争が生じた際、乙は甲の損害の賠償を免責されるものとする。

第 5 条（棚卸業務）

1. 商品の在庫管理において、棚卸をする場合は棚卸業務にかかる費用は甲の負担とする。
2. 乙は甲の指示に従って商品の棚卸を実施し、その正確な結果を甲に報告しなければならない。棚卸の実施日・方法・棚卸による実在庫数量と帳簿在庫数量との差異が生じたときの対処等の細則は別途甲・乙の協議により定める。
3. 棚卸の結果、乙の責めにより実在庫の総合計金額が帳簿上の在庫の総合計金額を下回るときは、その差額につき別途甲・乙間で合意した基準に従って乙は甲に対し賠償の責めを負う。尚、実在庫の総合計金額が帳簿上の在庫の総合計金額を上回るときは、その差額につき甲・乙間に債権・債務は発生しないものとする。

第 6 条（業務の遂行）

乙は、次の各号に挙げる事項を遵守するなど、善良な管理者の注意義務をもって受託業務を行なわなければならない。

- ①受託業務を行うにあたり、作業上の疑義が生じた場合または不測の事由が生じた場合等には、直ちにその旨を甲に通知しなければならない。
- ②受託業務を遂行するにあたり、必要と認められる設備・機械等（以下「設備・機械等」という。）を有償の相対価的な双務契約により乙は甲から貸与を受けることができ、その設備・機械等の貸与に関する事項（費用等）は、別途、設備機械等賃貸借契約を締結して定める。
- ③乙は貸与された設備・機械等を善良なる管理者の注意をもって保管管理し、甲の同意を得ない限り、第三者に貸与、譲渡あるいは質入、売却などの処分をしてはならない。
- ④乙または乙の従業員等が、故意または過失によって、甲より保管等の委託を受けた商品を滅失、破損、使用不能等にさせた場合には、直ちにその旨を甲に通知しなければならない。また、その場合の損害額については甲の定めるコスト（仕入値＋該当製品輸入時に発生した費用）で乙に請求することができる。
- ⑤作業に関係の無い乙の従業員等をみだりに甲の事業場内に出入りさせない。

第 7 条（契約業務の履行および指揮命令）

1. 本契約の受託業務の履行にあたり、乙は乙の従業員に対して、直接指揮監督を行うとともに、関係諸法令を守り、誠実にこれを完遂しなければならない。
2. 乙は本契約の受託業務の場所に作業責任者を選任して従業員を直接指揮監督させるとともに、その責任者を甲に通知する。
3. 甲は、乙の従業員に対し、直接指示または業務命令をしてはならず、現場協議や現場注文が必要な場合にも、乙の作業責任者に対し注文者としての指示及び細部注文ならびに協議等を行うものとする。

第 8 条（労働法上の責任）

1. 乙は乙の従業員に対して、労働関係法令上の責任をすべて負い、甲に対して一切の責任および迷惑等を及ぼしてはならない。
2. 乙は本契約に基づく受託業務に従事する従業員に対して免許、資格、技能講習を要する場合、自己の責任で必要な有資格者等を選任しこれらの者に当該業務を行わせなければならない。

第 9 条（受託業務場所の変更及び面積増加）

1. 乙は、甲に何らの負担をかけない限り、大井SRC内において受託業務をおこなう場所を変更することができる。
2. 商品の入庫数量ないしは在庫数量の増加、あるいは受託業務の内容変更等の理由により、乙が当初の条件による受託業務をおこなうことが不可能となったとき、乙は甲に対し、大井SRC内における受託業務場所の面積増加を要求することができる。
3. 乙が前項に従って受託場所の面積の増加を要求したにもかかわらず、右要求の日から30日以内に甲・乙間で協議が調わないときは、乙は再度30日間の猶予をもって催告したうえ、それでも甲がこれを承諾しない場合に、本業務委託契約を解除することができる。

第 10 条（委託業務場所の縮小）

1. 業務委託期間内に本契約の委託業務場所の面積を縮小しようとするとき、甲または乙は相手方に対し6ヶ月前までにこれを申し入れ、その同意を得なければならない。
2. 上記面積の縮小による保管料またはスペース使用料の改定は現行坪単価を維持して算出したものを最低限として甲・乙協議の上これをおこなう。尚、第19条によって差し入れられている保証金の減額はおこなわない。

第 11 条（保管責任）

乙の保管に関する責任について、本契約並びに業務運営細則に定めのない場合は、倉庫寄託約款（10年6月17日旧運輸省届出）の定めるところに従う。

第 12 条（損害保険）

1. 乙は、甲のために損害保険契約を締結する。
2. 前項の損害保険は、乙の責による甲の損害に対し適応する。

第 13 条（業務委託料金）

1. 業務委託料金は、別表 業務委託料金表のとおりとする。
2. 国際輸送、輸出入通関業務料金については、都度、注文書による発注とする。
3. 甲が業務委託料金の支払を遅滞した場合は、乙は甲に対し、遅滞金額の他に年14.60%の遅延損害金を請求する事ができる。
4. 業務委託料金は毎月末日締め、翌月末日支払とし、甲は乙の指定する銀行口座に振り込む。振込手数料は甲の負担とする。

第 14 条（業務委託料金の精算）

期間の満了・解約・解除その他の事由によって業務委託が終了する場合、第13条の規定にかかわらず、甲は乙に対して契約終了の日から一週間以内に未払いの業務委託料金を支払わなければならない。

第 15 条（業務委託料金の変更）

1. 業務運営細則その他本契約締結後の事情の変更などにより、乙が第13条の業務委託料金での受託業務の遂行が不可能となったときは、乙は甲に対し業務委託料金の増額を要求することができる。
2. 乙が前項に従って業務委託料金の増額を要求したにもかかわらず、右要求の日から30日以内に甲・乙間で業務委託料金の増額について協議が調わないときは、乙は再度、料金の増額について30日間の猶予をもって催告した上、それでも甲がこれを承諾しない場合には、本業務委託契約を解除することができる。

第 16 条（費用負担）

1. 乙は、甲の予めの承諾を得た上で、甲の費用をもって、本業務委託契約のために必要な設備・機器・備品等の購入及び受託業務場所の造作の変更をすることができる。
2. 受託業務をおこなうのに前項の購入及び造作の変更が必要な場合には、甲は乙の見積を精査し承諾を与えなければならない。

第 17 条（騒音・振動対策）

1. 受託業務場所に機械・その他の設備を施す際には、甲乙双方が必要と認めた場合、乙は事前に甲の費用をもって騒音・振動対策を講じることができる。
2. また前項にかかわらず、事後に騒音・振動に関する問題が発生した場合についても、乙は甲の費用をもって速やかに対策を講じることができる。

第 18 条（修理）

1. 建物及び付属設備の修理は乙がおこなう。甲が受託業務場所または付属設備について破損・故障等修理を要する箇所を発見した時は、乙に対し速やかにその旨を通知する。
2. 甲の要請に基づく業務委託場所の天井・壁の塗装替え、床の張り替え、照明灯の取り替え等の小修理及び甲の責に帰すべき事由による破損・故障等の修理については、その費用は甲の負担とする。

第 19 条（保証金）

1. 甲は乙に対し、本契約に基づく債務の履行を担保するため、本契約締結と同時に金 958,488 円也を業務委託保証金として無利息で預託する。
2. 甲に本契約に基づく債務の不履行があったときは、乙は何らの催告を要しないで保証金をこれに充当することができる。業務委託保証金を充当してもこれらの金額に満たない時は、甲は乙に対し充当の通知を受けた日から一週間以内に不足額を支払わなければならない。
3. 業務委託期間中、甲は業務委託保証金をもって業務委託料金その他乙に対する一切の債務との相殺を主張する事はできない。
4. 甲が委託業務場所を第 23 条 1 項に定める原状回復を行い明け渡したときは、乙は甲に対して第 1 項の保証金を返還する。但し、甲に未払い業務委託料金その他乙に対する債務があるときは、乙はその相当額を保証金より控除して支払う。
5. 業務委託料金及び保管料またはスペース使用料が増額されたときは、乙は業務委託保証金についてもこれに従って算定基準分相当額まで増額し得るものとし、この場合甲は遅滞なく増額分を補填しなければならない。
6. 甲は、乙の書面による承諾を得ないで業務委託保証金に関する債権を第三者に譲渡しまたは担保の用に供することはできない。

第 20 条（損害の賠償）

乙またはその代理人・使用人・請負人・訪問者その他乙の関係者の故意または過失によって、甲またはその他第三者の身体・財産等に損害を与えた場合は、乙は直ちにその損害の一切を賠償する。

第 21 条（免責）

1. 乙の責に帰することのできない事由による事故または乙がおこなう修理・変更・改造工事により生ずる受託業務の一時的停滞に関しては、乙はその責を負わない。
2. 天災地変・火災、それらに起因の乙の責に帰することのできない事由により甲が被った損害に対して、乙はその責を負わない。

第 22 条（契約解除）

1. 甲が次の各号のいずれかに該当する場合には、乙は甲に対し催告その他何等の手続きを要しないで、直ちに本契約を解除する事ができる。乙がこれに該当する場合も同様とする。
 - ①業務委託料金及びその他の乙に対する債務の支払を1ヶ月分以上怠ったとき。
 - ②差押・仮差押・公売処分・租税滞納処分・その他これに準ずる処分を受け、会社更生手続きの開始、破産もしくは競売の申し立てを受け、または自ら民事再生・会社更生の手続きの開始もしくは破産の申し立てをしたとき。
 - ③営業の廃止もしくは変更、または解散の決議をしたとき。
 - ④手形交換所による取引停止処分を受けたとき。
 - ⑤本契約ならびにこれに付随して締結した契約等の各条項のいずれかに違反し、催告を受けて相当期間内に改めないとき。
 - ⑥乙の書面による承諾を得る事なしに、1ヶ月以上業務を停止したとき。
 - ⑦資産・信用または事業等に重大な変更を生じ、本契約を継続しがたい事態になったと乙が認めたとき。
 - ⑧前各号に準ずる事由により、甲に本契約を継続させる事が困難であると乙が認めたとき。
2. 前項により本契約が解除された場合、甲は乙に対する債務一切について期限の利益を喪失し、年14.60%の遅延損害金を付して直ちに支払わなければならないとともに、さらに乙に損害の発生があるときは、その損害一切の賠償をしなければならない。

第 23 条（契約終了に伴う原状回復）

1. 期間の満了・解約・解除その他の事由によって業務委託が終了する場合、乙は甲の費用をもって、委託業務場所の諸造作・設備を撤去し、同場所またはその付属設備の破損箇所を修復する。
2. 乙は甲の所有物件が期間満了後に残置されているときは、甲がその所有権を放棄したものとみなして任意に処分する事ができる。
3. 乙は業務委託契約終了と同時に前1、2項の原状回復が完了するように、契約期間中といえども合理的な時期に受託業務を中止する事ができる。甲が契約終了までに原状回復を完了することができなかったときは相当額の損害金を乙に支払うことは勿論、原状回復遅滞によって乙の蒙った一切の損害を賠償する。
4. 原状回復にかかる費用については、別表2に記載のとおりとする。

第 24 条（機密の保持）

甲及び乙は、本契約の履行に伴い知り得た機密は、この契約終了後といえども他に漏らしてはならない。

第 25 条（疑義の解決）

本契約に定めのない事項及び解釈上疑義を生じた事項については、法令及び一般業務委託の商慣習に従い、甲・乙が誠意をもって協議解決する。

第 26 条（契約期間）

1. 本契約の有効期間は、2011年6月1日から2013年5月末日までの2年間とする。

2. 本契約の満了3ヶ月前までに甲・乙いずれからも文書による異議の申し出がないとき、本契約は自動的に2年間更新されるものとし、その後についても同様とする。

第 27 条（期間内解約）

業務委託契約期間内に本契約を解約しようとするときは、甲または乙は相手方に対し3ヶ月前までに書面によりその旨を予告しなければならない。但し、甲は予告にかえて過去3ヶ月分の業務委託料金相当額を乙に支払う事により即時解約する事ができる。

第 28 条（管轄裁判所）

本契約に関し、争いが生じた時は、東京地方裁判所を第一審の管轄裁判所とする。

上記契約の成立を証するため本契約書を2通を作成し、当事者それぞれが記名捺印の上、甲・乙各1通を保有する。

2011年 月 日

甲 東京都港区赤坂1丁目12番32号 アーク森ビル12階
DODO J a p a n I n c .
ジャパンカンントリーマネージャー

乙 東京都品川区
東京ロジスティクス株式会社
代表取締役社長

(別表) 業務委託料金表
□1. 国内倉庫業務

内容	単価	単価	備考
◇5. 庫内作業費			
① 在庫保管料	1 P/L	¥1,800 /一期	10 日一期
② デバッキング 20f	1 VAN	¥20,000 /VAN	
③ 入荷検品料(ケース)	1 ケース	¥40 /ケース	アウターカートの破損、品番、数量、LOT#確認
④ 入荷検品料(バラ)	1 ピース	¥10 /ピース	インナーカートの破損、品番、数量、LOT#確認
⑤ 伝票作成	1 件	¥100 /件	百貨店伝票手書き
⑥ ピッキング・検品料	1 レコト	¥20 /レコト	
⑦ ラベル貼り	1 枚	¥6 /枚	
⑧ 2 点セット封入	1 ピース	¥12 /ピース	
⑨ クレンザー抜き出し	1 箱	¥25 /箱	
⑩ 出荷梱包料	1 梱包	¥45 /梱包	
⑪ 出荷手数料	1 ケース	¥30 /ケース	
⑫ 業務管理費	1 件	¥40 /件	
⑬ レギュー作業料	1 人	¥1,500 /時間	
◇6. 資材費			
① 出荷ケース(小)	1,500 枚	¥28 /枚	286*126*250(ミリ)
② 出荷ケース(小)印版	1 式	¥23,000 /式	初回のみ
③ 出荷ケース(中)	700 枚	¥63 /枚	400*280*230(ミリ)
④ 出荷ケース(中)印版	1 式	¥40,000 /式	初回のみ
⑤ 出荷ケース(大)	300 枚	¥111 /枚	600*400*230(ミリ)
⑥ 出荷ケース(大)印版	1 式	¥53,000 /式	初回のみ
⑦ 緩衝ロールペーパー	10 本	¥2,100 /本	530 ミリ*53 トル
⑧ エアキャップ(ハーフカット)	5 本	¥1,400 /本	600 ミリ*2*42 トル
◇7. システム費			
① 初回導入費	1 式	¥390,000 /式	ノーマルパッケージ導入
② 保守料	1 月	¥16,000 /月	
③ システム使用料	1 月	¥16,000 /月	
④ 月額サーバー利用料	1 月	¥5,000 /月	月間出荷件数 100 件/日以内
	1 月	¥24,000 /月	月間出荷件数 101～500 件/日
⑤ カスタマイズ費用	1 式	¥650,190 /式	

□2. 備考/詳細

- ①. 保管料／管理費 新規事業につき取扱数量の予測が困難なため、一時的に完全実績のスペース料金および、業務管理費設定とし、業務開始後、物量の安定化に伴いそれまでの実績を基に各費用項目の固定料金化について両社協議するものと致します。
- ②. 在庫保管料 10日一期 入庫時課金とします。(1～10日、11～20日、21～末日)
- ③. 検査作業 入荷検品後の開梱検品は、別途イレギュラー作業料でのご請求と致します。
- ④. ピッキング／検品料 納品書明細行1行を1レコードとし、t o C・t o B発送共通単価とします。ただし、t o B向けの全体のボリュームおよび、1件1アイテムあたりの出荷ピース数の比率によって、別途t o C・t o B専用単価のお取り決めとさせていただきます。
- ⑤. 出荷梱包料 出荷梱包適用時のみ適用とし、化粧箱セット梱包は別途費用と致します。
- ⑥. 資材発注ロット
- ① 出荷ケース(小) = 1,500枚/LOT
 - ② 出荷ケース(中) = 700枚/LOT
 - ③ 出荷ケース(大) = 300枚/LOT
 - ④ 緩衝ロールペーパー = 10本/LOT
 - ⑤ エアキャップ(ハーフカット) = 5本/LOT
- ⑦. 月額サーバ利用 1日の出荷が501件以上になる場合は、貴社専用サーバの導入をお願い致します。
- ⑧. 棚卸・イレギュラー 棚卸含むその他加工作業は、イレギュラーとして別途人工実績でのご請求と致します。

(別表 2)

受託業務の場所における原状回復費用の負担区分

	費 用 項 目	分 担	
		甲	乙

本区分表に定めのない事項及び解釈に疑義が生じた場合には、甲乙協議の上誠意を持って、処理するものとする。

Logistics Services Agreement

by and between

DODO Japan Inc.

and

Global Logistics Co., Ltd.

This LOGISTICS SERVICES AGREEMENT (hereinafter referred to as the “**Agreement**”) is made and entered into by and between DODO Japan Inc. (hereinafter referred to as “**Client**”) and Global Logistics Co., Ltd. (hereinafter referred to as “**MXL**”) as follows:

※ **Section 1. Purpose.**

1.1 Client offers to retain MXL to provide international transportation, import/export customs clearance, inbound shipments, incoming inspection, storage, packaging, outbound deliveries and inventory control services for the Merchandise listed below (hereinafter referred to as the “**Merchandise**”) and MXL accepts such offer.

(i) Cosmetic Appliance; and

(ii) Cosmetic Products

1.2 Detailed specifications pursuant to which MXL shall provide the services mentioned above (hereinafter referred to as the “**Services**”) shall be prescribed the Services Operation Manual (*Gyomu Unei Saisoku*) separately agreed upon by Client and MXL.

1.3 MXL may subcontract all or any part of the Services, for the provision of which MXL is retained, to a third party with a consent of Client.

※ **Section 2. Services-Dedicated Space**

The Services prescribed in the immediately preceding Section shall be provided at the place in the facility of MXL below (hereinafter referred to as the “**Services-Dedicated Space**”):

1. Address: 2-38, 3-chome, Yashio, Shinagawa-ku, Tokyo
2. Name: Ohi SRC Logistics Services Facility
3. Place: Ohi SRC Logistics Services Facility 5th Floor
4. Acreage: 20 *tsubo* (66.6 m²)

※ **Section 3. Arrangement of Transportation.**

3.1 MXL shall arrange and chose a carrier to transport the Merchandise upon request of Client and through consultation between Client and MXL.

3.2 MXL shall deliver the Merchandise to a carrier at the Services-Dedicated Space referenced in Section 2 above.

※ **Section 4. Beginning Inventory.**

4.1 When MXL starts to provide the Services by receive the inbound shipment of Client, Client and MXL shall take beginning inventory and confirm it in writing.

4.2 If inventory taking and/or written confirmation thereof prescribed in the immediately preceding paragraph is abridged, MXL shall be exculpated from liability to compensate for damages which Client might incur should any dispute occur relating to the said inventory.

※ Section 5. Stocktaking.

5.1 Costs and expenses for stocktaking services as a part of inventory control of the Merchandise shall be borne by Client.

5.2 MXL shall carry out the stocktaking of the Merchandise in pursuance of the instruction of Client and report the exact result therefrom to Client. Specific details of operation such as date(s) of stocktaking, its method, responsive measures to be taken in case of discrepancy between actual quantity of inventory taking and quantity reported in the accounting books and records as inventory and other cases shall be separately agreed upon by Client and MXL through consultation between them.

5.3 As a result of inventory taking, total quantity of actual inventory proves to fall short of the total quantity of inventory reported in the accounting books and records due to reason attributable to MXL, MXL shall be held liable to compensate for liquidated damages assessed in accordance with the guidelines separately agreed upon by MXL and Client with respect to such difference. For the purpose of clarification, if actual quantity of total inventory exceeds the total quantity of the inventory reported in the accounting books and records, Client nor MXL shall be liable to compensate to the other with respect to such discrepancy.

※ Section 6. Provision of Services.

MXL shall provide the Services in compliance with respective items below as well as with due care of a good faith manager (*zenryo na kanrisha no chu'i*):

(i) If MXL becomes unable to render decisive operational decision or encounters an unanticipated event during the course the Services or situated in the similar situation, MXL shall forthwith notify to Client to that effect;

(ii) If MXL is required loan from Client equipment and/or machinery which is deemed to be necessary for providing the Services (hereinafter referred to as the “**Equipment and Machinery**”) for consideration which amount shall be that of the arms-length transaction, the terms and conditions of such loan agreement for the Equipment and Machinery (e.g., costs and expenses, and other terms) shall be agreed upon by a separate loan agreement for the Equipment and Machinery to be executed between them;

(iii) If MXL is loaned the Equipment and Machinery, MXL shall handle and store in custody the Equipment and Machinery with due care of a good faith manager (*zenryo na kanrisha no chu'i*) and, without consent of Client, shall not loan, transfer, pledge, sell or otherwise dispose of them to a third party;

(iv) If MXL or employees, agents or representatives of MXL (hereinafter referred to “**Employees**”) willfully or negligently loses, destroys or otherwise renders unserviceable the Merchandise received and kept in custody from Client, MXL shall forthwith notify Client to that effect. In this case, Client may demand compensation for the damages in the amount specified by Client as costs thereof (purchasing price plus costs and expenses incurred during the importation of such Merchandise) to MXL; and

(v) MXL shall not permit the Employees who do not engage in the work for the Services to enter into **the Services-Dedicated Space** of Client without justifiable reason.

※ Section 7. Line of Report and Command While Performing the Services.

7.1 While performing the Services under this Agreement, MXL shall make the employees of MXL directly report to management of MXL and respect the chain of command in MXL and comply with relevant laws and regulations and perform the Services in faithful and diligent manner.

7.2 MXL shall appoint a foreman responsible for the Services-Dedicated Space under this Agreement and make the employees directly report him and respect the chain of command there. MXL shall notify the name of the foreman to Client.

7.3 Client shall not direct or instruct any employee of MXL directly, and in case that on-site consultation or on-site direction or instruction becomes necessary, Client shall deliver instruction or detailed direction as a client to MXL and request to held a consultation meeting or other opportunities only to the attention of the foreman.

※ Section 8. Employer-Employee Relationship.

8.1 MXL, as an employer, shall owe any and all responsibilities under labor laws and regulations as well as other employment-related laws and regulations to the employees of MXL and hold harmless and indemnify employee from any and all liability or responsibilities under such laws and regulations.

8.2 If a person who engages in the Services under this Agreement is required to obtain a license or qualification or attend or pass technical training course, MXL shall appoint a person who holds required license or otherwise qualified for performing the Service at its own responsibility and assign such person the Services.

※ Section 9. Change in and Additional Services-Dedicated Space

9.1 Insofar as it does not cause inconvenience to Client, MXL may change the location of the Services-Dedicated Space where the Services shall be rendered to anywhere within the same Ohi SRC Logistics Services Facility.

9.2 If in the judgment of MXL, MXL becomes unable to provide the Services as anticipated under the initial terms and conditions due to the increase of quantity of inbound shipment or the volume of the inventory of the Merchandise or change in the requirements of the Services or otherwise, MXL may request to Client the addition of floor space to the Services-Dedicated Space in the same Ohi SRC Logistics Services Facility.

9.3 Notwithstanding that MXL request the addition of floor space to the Services-Dedicated Space in accordance with the immediately preceding paragraph, if Client and MXL cannot reach an agreement through consultation within thirty (30) days from the date of such request, MXL may give thirty (30) days grace period to Client for reconsideration and, if Client still decline to agree on the addition of new floor space, may terminate this Logistics Services Agreement.

※ Section 10. Shrinkage of Services-Dedicated Space.

101 If Client or MXL intends to shrink the Services-Dedicated Space during the **Serviceable Period** within this Agreement, Client or MXL shall, as the case may be, propose such shrinkage to the other party not later than six (6) months and such shrinkage shall take effect with consent of the other party.

10.2 In case that the above-mentioned shrinkage of space takes effect, the storage fee and space rental fee shall be revised taking such shrinkage into account and agreed upon by Client and MXL but the total amount of the new Service Fees shall not fall below the amount calculated by using the current per unit price in *tsubo*. For the avoidance of doubt, Advance Service Deposit to be lodged in accordance with Section 19 shall not be reduced nor refunded.

※ Section 11. Duties and Obligations of Storage.

Duties and obligations of MXL for storage service shall be governed by this Agreement and the Service Operation Manual and, if this Agreement and the Services Operation Manual fail to provide for any operative provision, Terms and Conditions for Warehousing Service (*Soko Kitaku Yakkan*) (filed with a competent ministry formerly known as Ministry of Transportation on June 17, 1998) shall apply.

※ Section 12. Property/Casualty Insurance

12.1 MXL shall purchase and maintain property/casualty insurance on behalf of Client.

12.2 The property/casualty insurance referenced in the immediately preceding paragraph shall cover the liability to compensate for damages inflicted by MXL and incurred by Client which might be owed by MXL to Client.

※ **Section 13. Service Fees.**

13.1 The amount of Service Fees shall be as set forth in Attachment A-2 to this Agreement "Service Fees Table."

13.2 Fees for international transportation, import/export customs clearance service shall be agreed upon on each occasion of issuance of a written order.

13.3 If Client fails to pay the Service Fees when due and payable, MXL may charge to Client late charges calculated by 14.60% p.a. to the defaulted amount.

13.4 Cut-off date of the Service Fees shall be the end of each month and due and payable by the end of the following month and Client shall pay such Service Fees by transfer to the bank account designated by MXL. Bank transfer charge shall be borne by Client.

※ **Section 14. Final Settlement of Service Fees.**

Notwithstanding Section 13 above, if, due to expiration, cancellation or repudiation or any other reason, this Agreement is terminated and the Services are ceased to be provided, Client shall pay the unpaid balance of the Service Fees to MXL within one (1) week from the date of such termination of this Agreement.

※ **Section 15. Revision to Service Fees.**

15.1 If, in the judgment of MXL, MXL may no longer continue to provide the Services for the Service Fees payable under Section 13 hereof due to the change of circumstances which occurs after the execution of this Agreement such as changes to the Services Operation Manual or otherwise, MXL may request the increase of the Service Fees to Client.

15.2 Notwithstanding that MXL request the increase of the Service Fees in accordance with the immediately preceding paragraph, if Client and MXL cannot reach an agreement through consultation within thirty (30) days from the date of such request, MXL may give thirty (30) days grace period to Client for reconsideration and, if Client still decline to agree on the increase, may terminate this Logistics Services Agreement.

※ **Section 16. Share of Costs and Expenses for Equipment, etc.**

16.1 MXL may, with prior approval of Client and at the costs and expenses of Client, purchase equipment, machinery, supplies and supplies and other items necessary for performing the Logistics Services Agreement and make change to the fixtures in the Services-Dedicated Space.

16.2 If MXL determines that purchase or work to the fixtures referenced in the immediately preceding paragraph is necessary for providing the Services, MXL shall prepare and submit the work estimate for examination and approval of Client.

※ **Section 17. Industrial Noise and Vibration Reduction Measures.**

17.1 If Client and MXL unanimously consent that, in case that machinery or equipment is installed in the Services-Dedicated Space, some measures to reduce industrial noise or vibration shall be taken, MXL may proactively take such measures at the costs and expenses of Client.

17.2 In addition to the immediately preceding paragraph, if industrial noise or vibration problem becomes apparent after the installation of machinery or equipment, MXL may forthwith take reduction measures at the costs and expenses of Client.

※ **Section 18. Repair Work.**

18.1 MXL shall be responsible for making repair work to a building or appurtenant equipment. If Client comes to notice of necessity of such repair work or other remedial measures to the Services-Dedicated Space or appurtenant equipment due to breakdown, failure or other reason, Client shall immediately notify MXL to that effect.

18.2 Costs and expenses for minor and routine repair work such as replacement painting work of ceiling or wall, replacement work of floor, replacement of lighting bulb and other items in the Services-Dedicated Space upon request of Client and repair work necessitated to restore breakage, failure or other malfunction caused by the incident attributable to Client shall be borne by Client.

※ **Section 19. Advance Service Deposit.**

19.1 Client shall lodge the money in the amount of 958,488 yen concurrently with the execution of this Agreement as the advance service deposit to MXL to sure the performance of obligations owed by Client under this Agreement (hereinafter referred to as the "**Advance Service Deposit**"). The Advance Service Deposit shall not bear interest.

19.2 If Client fails to discharge any obligations under this Agreement, MXL shall be entitled to apply the Advance Service Deposit for indemnification without delivering notice to demand cure. If, after the Advance Service Deposit was applied for indemnification, outstanding amount still remains unsatisfied, Client shall pay for such

deficiency amount to MXL within one (1) week from the date of receipt of the notice of application.

19.3 During the Serviceable Period, Client may not set off any debt or obligation owed to MXL including the obligation to pay the Service Fees by the claim to request the refund of the Advance Service Deposit.

19.4 When Client removes its belongings and properties from the Services-Dedicated Space and restore it to the original conditions in pursuance of paragraph 1 of Section 23 hereof, MXL shall refund the Advance Service Deposit referenced in paragraph 1 hereof to Client. *Provided, however,* that, if Client owed unpaid debt to MXL such as unpaid Service Fees or otherwise, MXL may deduct such amount form the Advance Service Deposit and refund the remaining balance.

19.5 If the amount of the Service Fees or storage fee or space rental fee is increased, MXL may increase the amount of the Advance Service Deposit by the amount equal to the amount calculated by using unit price per *tsubo* and, in this case, Client shall additionally lodge the difference amount without delay.

19.6 Client may not assign, pledge, encumber or otherwise dispose of the claim to demand the refund of the Advance Service Deposit to a third party without written consent of MXL.

※ Section 20. Compensation for Damages.

If MXL or its agent, employee, subcontractor, invitee or any other person affiliated with MXL willfully or negligently inflicts property damage or physical or financial personal injury on Client or any other third party, MXL shall forthwith compensate for such damages in full.

※ Section 21. Exculpation.

21.1 MXL shall be exculpated from any liability arising from temporary cessation of provision of the Services if such cessation is caused by the incident or accident beyond the control of and not attributable to MXL or repair, refurbishment or improvement work done by MXL.

2 MXL shall be exculpated from any liability if the damage incurred by Client is caused by Act of God, fire or other event arising thereof for which MXL shall not be held culpable.

※ Section 22. Termination.

22.1 Upon the occurrence of any one or more of the following events on the part of

Client, MXL may immediately terminate this Agreement without delivering notice to cure to Client or taking any other actions and this shall *mutatis mutandis* apply to MXL:

- (i) If Client fails to pay any debt owed to MXL such as freight charges and fees in the amount accrued in a given single month or more;
- (ii) If seizure or attachment is levied, writ of public auction sale or seizure due to tax arrearage is issued or other similar writ or remedy for creditor is enforced against Client or a petition for bankruptcy, civil rehabilitation, corporate reorganization or special liquidation, voluntary or involuntary, is filed by or against Client;
- (iii) If a corporate resolution to cease or change the scope of its business operation or to resolve a legal entity and liquidate its assets is adopted by Client;
- (iv) If Client is disqualified from banking transaction as sanctions of a clearing house;
- (v) If Client violates any provision of this Agreement or any other agreements or contracts executed ancillary to this Agreement and fails to cure such violation after receipt of notice to demand cure within a reasonable period of time;
- (vi) If Client ceases to operate its business more than one (1) month without prior written consent of MXL;
- (vii) If, in the opinion of MXL, relationship under this Agreement is threatened to be continued due to a change in assets, creditworthiness, manner of business operation or otherwise on the part of Client; or
- (viii) If MXL determines that the continuation of affairs of business under this Agreement becomes difficult due to the reason similar to those listed in any of the preceding items.

22.2 If this Agreement is terminated pursuant to the immediately preceding paragraph, any and all obligations owed by Client to MXL becomes due and payable immediately, Client shall pay any debt with late charges accrued in 14.60% p.a. and if MXL suffers any loss or damages, Client shall be liable to compensate for any and all such damages.

※ Section 23. Restoration upon Termination.

23.1 Upon termination of this Agreement and cessation of provision of the Services due to expiration, cancellation or repudiation or any other reason, MXL may removed all fixtures and equipment located in the Services-Dedicated Space and breakage and failure spots in the said Space or of the appurtenant equipment at the costs and expenses of Client.

23.2 If any belongings or items owned by Client are left unattended after the expiration

of this Agreement, MXL may dispose of them at its own discretion as if Client abandoned such properties.

23.3 MXL may cease the provision of the Services at the reasonable time well before the expiration or termination of this Agreement in order to orderly complete the restoration work referenced in paragraphs 1 and 2 above concurrently with the expiration or termination date of this Logistics Services Agreement. If Client is prevented to complete the restoration work by the expiration or termination date of this Agreement, Client shall pay for reasonable compensatory damages to MXL and, if applicable, compensate for any and all damages to be incurred by MXL due to the delay of completion of such restoration work.

23.4 Costs and expenses to be incurred for the restoration work shall be shared and borne as prescribed in Attachment 2 to this Agreement.

※ **Section 24. Confidentiality.**

Client and MXL shall not divulge secrecy of the other party which comes to notice during the performance of this Agreement even after the termination or expiration of this Agreement.

※ **Section 25. Resolution of Difference.**

Client and MXL shall settle the questions matter arising from the matters not specifically provided for herein or differences hereunder in accordance with the laws and regulations and usage and customs generally prevailing in the industry of logistics services providers and through good faith consultation between them.

※ **Section 26. Term.**

26.1 The term of this Agreement shall be for two (2) years from June 1, 2011 to May 31, 2013.

26.2 If neither of Client or MXL notifies its intention to the contrary not later than three (3) months prior to the expiration of the then current term to the other party in writing, this Agreement shall be automatically renewed for additional two (2) years, and the same shall apply thereafter.

※ **Section 27. Early Termination.**

If Client or MXL intends to earlier terminate this Agreement during the Term of this Logistics Services Agreement, Client or MXL, as the case may be, shall notify such intention in advance to the other party not later than three (3) months in writing. *Provided, however,* that, Client may this Agreement with immediate effect by paying the amount of money equal to the Services Fees paid during the preceding three (3) months to

MXL without delivering the advance notice.

※ Section 28. Jurisdiction.

The District Court of Tokyo shall have jurisdiction over any dispute and controversy arising from this Agreement as the court of first instance.

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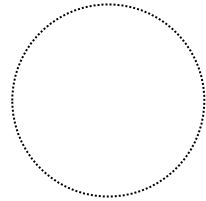
IN WITNESS WHEREOF, Client and MXL have duly executed this Agreement in duplicate by affixing their signatures or printing their names and affixing their corporate seals hereto, with each party retaining one original.

[_____, 20__]

For Client:

DODO Japan Inc.
Ark Mori Building 12th Floor
12-32, Akasaka, 1-chome
Minato-ku
Tokyo, Japan, 107-0052

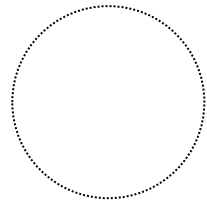
Japan Country Manager



For MXL:

Global Logistics Co., Ltd.
1-1-1 Katsushima,
Shinagawa-ku,
Tokyo, Japan, 140-0012

Representative Director and President



Service Fees Table

1. Domestic Warehousing Service.

Description	Unit Price		Unit Price		Remarks
◇5. Fees for Work in Warehouse					
(i) Merchandise Storage Fee	1	P/L	¥1,800	/Term	10 days Term
(ii) Devanning 20f	1	VAN	¥20,000	/VAN	
(iii) Incoming Shipment Inspection Fee (case)	1	case	¥40	/case	to confirm breakage, product number, quantity, lot # of outer carton
(iv) Incoming Shipment Inspection Fee (bulk)	1	piece	¥10	/piece	to confirm breakage, product number, quantity, lot # of inner carton
(v) Preparation of Shipping Note	1	event	¥100	/event	to prepare shipping note for department store by hand
(vi) Picking/Incoming Inspection Fee	1	record	¥20	/record	
(vii) Label Affixing	1	sheet	¥6	/sheet	
(viii) Insertion of 2 Items Set	1	piece	¥12	/piece	
(ix) Pull out of Cleanser	1	carton	¥25	/carton	
(x) Outbound Delivery Packaging Charge	1	packaging	¥45	/packaging	
(xi) Outbound Delivery Fee	1	case	¥30	/case	
(xii) Administrative Service Fee	1	event	¥40	/event	
(xiii) Extra-Work Fee	1	person	¥1,500	/hour	
◇6. Materials and Supplies Costs					
(i) Shipping Case (small)	1,500	sheet	¥28	/sheet	286*126*250 (mm)

(ii) Shipping Case (small) Lithographic Plate	1	set	¥23,000	/set	upfront fee only
(iii) Shipping Case (medium)	700	sheet	¥63	/sheet	400*280*230 (mm)
(iv) Shipping Case (medium) Lithographic Plate	1	set	¥40,000	/set	upfront fee only
(v) Shipping Case (large)	300	sheet	¥111	/sheet	600*400*230 (mm)
(vi) Shipping Case (large) Lithographic Plate	1	set	¥53,000	/set	upfront fee only
(vii) Shock-absorbing Roll Paper	10	item	¥2,100	/item	530 mm*53 m
(viii) Air Cap (half cut)	5	本	¥1,400	/item	600 mm*2*42 m
◇7. Computer System Costs					
(i) Initial Installation Costs	1	set	¥390,000	/set	Installation of Normal Package
(ii) Maintenance Fee	1	month	¥16,000	/month	
(iii) System Usage Fee	1	month	¥16,000	/month	
(iv) Monthly Server Usage Fee	1	month	¥5,000	/month	number of monthly outbound delivery events: not more than 100 events/day
	1	month	¥24,000	/month	number of monthly outbound delivery events: 101 to 500 events/day
(v) Customize Costs and Expenses	1	set	¥650,190	/set	

2. Remarks/Description.

(i) Storage Fee/Administration Fee	While taking into account that the present project is a completely new venture and the future estimate of volume of merchandise to be handled is difficult, we decide to tentatively adopt and apply the space rental fee and administration service fee based on the past experienced rate at least temporarily, and after the commencement of the Services, once physical quantity becomes stable, based on the actual and experienced activities up to that point, relevant costs and expenses shall be fixed by item and item examination and through consultation between both companies.
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(ii) Merchandise Storage Fee	10 days shall be one term and at the point of inbound shipment fee shall be charged (1st to 10th day, 11 th to 20 th day, 21 st to end date)
(iii) Inspection Work Fee	Fee for open package inspection following the incoming shipment inspection shall be charged separately per irregular work fee.
(iv) Picking / Incoming Inspection Fee	One line of entry in a delivery note shall be counted as 1 record and uniform unit price shall be applied regardless of to C or to B deliveries. Provided, that, taking into account the total volume of to B shipment and ratio of numbers of pieces included in an outbound delivery by 1 event/1 item piece, dedicated unit prices for to C shipment or to B shipment may be arranged separately.
(v) Shipment Packaging Charge	shall be applied during the application of outbound delivery packaging only and for cosmetic carton set packaging, separate costs and expenses shall be applied.
(vi) Materials and Supplies Order Lot	⑥ shipping case (small) = 1,500 sheets/lot ⑦ shipping case (medium) = 700 sheets/lot ⑧ shipping case (large) = 300 sheets/lot ⑨ shock-absorbing roll paper = 10 item/lot ⑩ air cap (half cut) = 5 items/lot
(vii) Monthly Server Usage	If number of outbound delivery per day exceed 500, your Company will be advised to deploy a dedicated server.
(viii) Stocktaking - Irregular	For other processing work including stocktaking, separate fee shall be charged based on actual man process number as irregular work.

Itemized Share Ratio of Costs and Expenses
for Restriction Work to the Services-Dedicated Space

	Itemized Costs and Expenses	Share Ratio	
		Client	MXL

With respect to the matters not included in this Itemized Table and difference thereto shall be settled by Client and MXL through good faith consultation between them.

検体回収・配送業務手順書
(搬送幹線輸送・日本急便)
(Version : 1.00)



日本ロジスティクス株式会社
～営業開発部 医療担当・輸送企画課～

作成・改訂履歴一覧						
制定年月日	2011 年 10 月 10 日					
改訂年月日	章	改訂理由	改訂内容	承認	確認	作成

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10.	連絡先	

第1章 総則

1.1 本書の目的

- ◇ この検体回収・配送業務手順書（以下「手順書」という。）は、**QTL Transnational Japan KK**（以下、**QTL** という）の国内治験検体回収業務および、輸配送業務に関わる、日本ロジスティクス株式会社（**MXL**）と幹線輸送業務を担う日本急便の業務活動を明確にすることを目的としている。

1.2 業務の範囲

- ◇ **QTL** と **MXL** が締結した契約書および標準業務手順書が定める以下の範囲
 - ① 幹線輸送における日本急便集荷店の業務
 - ② 幹線輸送における日本急便着店の業務

1.3 所有権と更新

- ◇ **MXL** が本書の所有権を持ち、更新の必要がある時には、**MXL** の業務責任者が更新案を作成し、**QTL** が承認するものとする。

1.4 管理者

- ◇ 本書は **MXL** の業務責任者が管理する。

1.5 添付書類

- 日本急便送り状
- 航空会社（**JAL**・**ANA**）発送伝票
- 検体持込先拠点一覧
- 到着予定貨物一覧表

第2章 陸便の集荷業務

【路線便】

- 荷受担当 : 各地区日本急便荷受担当者
- 持ち込み : 各地区協力会社の回収業務担当者
- 搬送品 : 検体輸送専用 **BOX**（以下、**CR-BOX** という。）
※凍結用・常温用の2種類

2.1 搬送資材の確認

- ◇ 専用 **BOX**
CR-BOX に使用するタイプは下記の2点としそれ以外は使用しないものとする。
 - 凍結輸送用 外装プラダンケース（100 サイズ）
 - 常温輸送用 外装段ボールケース（80 サイズ）

各日本急便の担当者は、上記の **CR-BOX** が搬入されたら取り扱いに注意を払うようにする事。

2.2 荷受日本急便の対応

◇ 荷物の引き取り

1. 荷受担当者は、回収員が検体を持ち込んだら、集荷依頼システムから出力された専用伝票（送り状）を用意する。
2. 送り状を回収員へ渡し、備考欄の記載事項に間違いがないかを確認させ、送り状を貼付させる。
3. 現物の個数とサイズを確認し、送り状の個数と照合し、汚破損が無いことを確認する。
4. 添付されている貴重品確認書（短冊）の内容を確認する。
5. 送り状へ受領日時・氏名のサインをし、荷送人控えを渡す。
6. PDTにて集荷入力後、貴重品室へ搬送し、貴重品室担当者へ引き渡す。

◇ 荷物の発送

1. 貴重品室担当者は、荷受担当者から受取ったCR-BOXの送り状バーコードをPDTにてスキャンし、貴重品管理用の手板を発行する。
 2. 東京（目黒店）向け発送の貨物として、CR-BOXを保管する。
- ※ 貴重品室は、物の搬出入時以外は施錠をするのと同時に、必ず担当者が常駐する。（交代制で24h常時）
3. 東京向け路線便が着車したら、積み込み担当者と、手板の内容と現物の照合をする。
 4. 問題が無ければ、積み込み担当者へCR-BOXを引き渡す。

第3章 航空便の集荷業務

【航空便】

- 荷受担当 : 各地区空港荷受担当者
- 持ち込み : 各地区の回収担当者
- 搬送品 : CR-BOX（凍結用・常温用2種類）

3.1 搬送資材の確認

◇ 輸送用BOX

CR-BOXに使用するタイプは下記の2点としそれ以外は使用しないものとする。

- ・ 凍結輸送用 外装プラダンケース（100サイズ）
- ・ 常温輸送用 外装段ボールケース（80サイズ）

◇ 発送伝票

- ・ 発送伝票はすべて航空機搭載に必要なBL伝票を使用する。
- ・ BL伝票は、MXL協力会社回収員が持込に来たら、書類を渡して必要項目への記入（送り主名・電話番号・羽田空港止・備考欄）を促し、内容に不備がないか確認して控えを持ち込み業者に渡す。

各空港の担当者は、上記の CR-BOX が搬入されたら取り扱いに注意を払うようにする事。

3.2 荷受空港担当者の対応

- ◇ 各拠点から持ち込みされた空港各店は、下記の対応を行うものとする。
 1. 荷受担当者は、MXL 協力会社回収員が持込に来たら、BL 伝票を渡す
 2. 回収員へ、必要項目(送り主名・電話番号・羽田空港止・備考欄)の記入をさせる。
 3. 内容に不備がないか確認して控えを持ち込み業者に渡す。
 4. 集荷後、即時にPDT入力を行う。
 5. 羽田行き当日便に積み込みするよう、積み込み担当者へ引き渡す。

第4章 到着荷物の集約・引渡し（陸便）

4.1 荷物到着後の荷物の集約・確認作業

- ◇ 荷物到着時の対応
 1. 目黒店へ到着した CR-BOX を所定の場所を集める。
 2. 到着貨物に汚破損が無い事を確認する。
 3. 到着した CR-BOX に貼付されている送り状バーコード（問合 No）を PDT にてスキャンし、専用のカーゴに積載する。
 4. 貴重品室担当者へ CR-BOX を引き渡す。
- ◇ 貴重品室担当者の対応
 1. 貴重品室担当者は、荷受担当者から受取った CR-BOX の送り状バーコードを PDT にてスキャンし、貴重品管理用の手板を発行する。
 2. 特定荷主引取りの貨物として、CR-BOX を保管する。
 3. 貴重品室は、物の搬出入時以外は施錠をするのと同時に、必ず担当者が常駐する。（交代制で 24h 常時）
 4. 配送業者が到着したら、受渡し担当者と手板の内容と現物の照合をする。
 5. 問題が無ければ、受渡し担当者へ CR-BOX を引き渡す。
- ◇ 到着貨物の確認
 1. 朝 7 時の時点で、集約した到着荷物と到着貨物一覧表の貨物を照合する。
 2. 未着の荷物がある場合は、日本急便貨物追跡システムにおいて確認を行う。
 3. 状況を MXL 緊急連絡先へ報告し、指示を仰ぐ。

4.2 CR-BOX の引渡し

◇ 引渡し

目黒店担当者は、配送員と CR-BOX の個数を確認した後に、引き渡す。

1. 受け渡し担当者は、回収員が到着したら、貴重品室担当者より CR-BOX を受け取る。
2. 回収員より、受領書を受け取り、日付を確認する。
3. 受領書と CR-BOX の常温・凍結個数を双方にて照合・確認する。
4. 送り状の問Noを検体回収業務システムにてスキャンし、検体回収業務システムへデータをアップロードする。
5. 引渡し書への日時・担当者のサインをもらう。
6. 積み込み後、日本急便目黒店ホーム・貴重品室に置き忘れがないかを確認し出発させる。

4.3 イレギュラー報告

◇ 日本急便目黒店担当者は、引渡し時にイレギュラーがあった場合は MXL 事務局もしくは MXL 緊急連絡先へ報告する。

- 荷物の外装に異常があった場合の報告
- 個数口物等があっていない場合の報告
- 引渡し業者が荷物を忘れていった場合の報告
- 引き取り車輛に BOX が乗り切らなかった場合の報告

※乗らない場合は MXL から配送業者に増便の指示を行う為、早い時間の内に報告を行う。

- 連絡先 : MXL 事務局 : 03-3768-8508
- 緊急連絡先1 : 岩崎 : 090-9807-7468
緊急連絡先2 : 成川 : 080-4140-9893
緊急連絡先3 : 高木 : 080-1351-0137

第5章 到着荷物の集約・引渡し（航空便）

【航空便】

- 荷受担当 : 日本急便関東航空店羽田営業所担当者
- 引き取り : ラボへ配送する MXL 指定の協力会社の配送員
- 搬送品 : 検体輸送専用 BOX(凍結
用・常温用2種類)

5.1 荷物到着後の荷物の集約・確認作業

◇ 荷物到着時の対応

1. 航空会社から引取ったコンテナを開扉し、CR-BOX を所定の場所に集約する。
2. 到着した CR-BOX に汚破損が無い事を確認する。
3. 到着した CR-BOX に貼付されている送り状バーコード（問合 No）を PDT にてスキャンし、専用のカーゴに積載する。
4. 事務所隣の保管スペースにて、保管する。

5.1 検体 BOX の引渡し

◇ 引渡し

1. 受け渡し担当者は、回収員が到着したら、所定保管場所より CR-BOX を搬送する。
2. 回収員より、受領書を受け取り、日付を確認する。
3. 受領書と CR-BOX の常温・凍結個数を双方にて照合・確認する。
4. 送り状の間Noを検体回収業務システムにてスキャンし、検体回収業務システムへデータをアップロードする。
5. 引渡し書への日時・担当者のサインをもらう。
6. 積み込み後、残荷が無い事を確認し出発させる。

5.3 イレギュラー報告

- ◇ 日本急便関東航空店羽田営業所担当者は、引渡し時にイレギュラーがあった場合は MXL 事務局へ報告する。

- ・ 荷物の外装に異常があった場合の報告
- ・ 個数口物等があっていない場合の報告
- ・ 引渡し業者が荷物を忘れていった場合の報告

連絡先 : MXL 事務局 (03-3768-8508)

第6章 幹線輸送中のイレギュラー対応

6.1 イレギュラー対応時の対処方法

【陸便】

- 担当 : 日本急便目黒店の担当者

◇ 到着が遅れている場合

AM7:00 の時点で到着貨物一覧と到着している荷物の確認をし、未着の荷物がある場合は

その詳細を MXL 緊急連絡先に電話にて報告をする。到着が何時頃になるか分かった場合は、MXL 緊急連絡先に電話にて報告をする。

その後、便が延着した理由を確認し、緊急連絡先へ詳細を報告する。

◇ 幹線輸送中の路線が大幅に遅れている場合

遅れている荷物の遅れの理由といつ到着予定になるかの情報をとり、MXL 事務局へ報告をする。

幹線輸送で大幅な遅れが見込まれる場合は、予め予測される時点にて MXL 事務局へ報告をする。

◇ 荷物の詳細がわからない場合

データ上での貨物の動きがない場合は、発店の日本急便や日本急便中継点等にTELにて確認をし、荷物の情報を明確にする。調査としては、各荷受担当日本急便の現場ホームの再確認とその店から発送して中継を行っている中継点での路線車輛の確認を行う。MXL 緊急連絡先へ電話連絡し、指示を仰ぎ、対応する。

◇ 不明の荷物の詳細が判明した場合

不明の荷物が発見された場合は、即時に MXL 緊急連絡先へ電話連絡し、貨物の状況報告を行う。MXL からの指示があるまでは、その発見場所でセキュリティーのかかっている部屋にて保管する。MXL から指示を受けた場合は、速やかにその指示通りに対応する。

【航空便】

➤ 担当 : 日本急便関東航空店羽田営業所カスタマー担当者

◇ 到着が遅れている場合

基本は回収当日のフライトで羽田に着くので翌朝 5:30 の引き取りに問題は無いが、万が一搭載機のフライト時間が遅れていて、5:30 の引き取りに間に合わない場合は、MXL 緊急連絡先に電話にて報告する。何時まで待つか等の指示を仰ぎ、指示を受けたら、その通りに対応する。また、状況を確認（便が遅延した理由を確認する等）する都度、MXL 緊急連絡先へ詳細を報告する。

◇ 当日の最終便までに搭載出来ない場合

航空機のトラブル及び天候不良等で、回収当日の羽田行きフライトに乗せられなかった場合は、
詳細が分かった時点で MXL 事務局及び MXL 緊急連絡先へ電話にて連絡しその荷物の状況報告を行う。

◇ 当日便に載せられなかった場合の対処

万が一、出発空港で荷物が止まって当日便に搭載できなかった場合は、MXL 事務局へ電話連絡をし、状況を報告する。状況に応じて、翌朝の羽田行きの初便への搭載、陸便で東京へ輸送する等、MXL 事務局からの指示を仰ぐ。その際、航空機の初便や陸便で輸送する場合、翌日の何時に東京へ到着するかの 時間を報告する。

第7章 荷物の保管業務

7.1 荷物の一時保管

【陸便】及び【航空便】

➤ 担当 : ラボ配送協力会社責任者

◇ ラボが休みで配送できない場合定期休暇時

ラボが休みで配送できない場合は、一時的に配送協力会社倉庫にて CR-BOX を保管する。

その場合は、鍵のかかる部屋にて保管する。

この時、凍結においては、正午毎にドライアイスの確認をして追加を行う。

※ ドライアイスの追加は合計 4Kg になるように投入する。

**Standard Operating Procedure for
Clinical Specimens Collection and Delivery
(Linehaul Truckload Route Transport / Nippon Express, Co.,
Ltd.)
(Version: 1.00)**

Column for Approval

Approved by

Dated

_____ [_____, 20__]

Column for Authorization to Implement Reviewed Result

Authorized by

Dated

_____ [_____, 20__]

Transport Planning Division
in charge of Clinical Business
Marketing and Sales Department

Nippon Global Logistics Co., Ltd.

Preparation / Revision Record						
Effective Date	October 10, 2011					
Date of Revision	Section	Reason of Revision	Revised Subject Area	Approved by	Authorized by	Prepared by

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Section 1	General Provisions
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1.1 Purpose of this Standard Operating Procedure

- ◇ The Purpose of this Standard Operating Procedure for Clinical Specimens Collection and Delivery (hereinafter referred to as the "SOP") is to clearly define the Clinical Specimens Collection and Delivery activities and services to be performed by Nippon Global Logistics Co., Ltd. (hereinafter referred to as "MXL") which will engage in the transport and delivery of and by Nippon Express, Co., Ltd. which will engage in the Truckload Route Transport services of clinical specimens taken under domestic clinical trials to QTL Transnational Japan K. K. (hereinafter referred to as "QTL").

1.2 Scope of Services

- ◇ The scope of services covered hereunder shall encompass the followings as prescribed in the agreement(s) and the standard operating procedures executed and adopted by and between QTL and MXL:
 - ① Services rendered at Nippon Express, Co., Ltd. Cargo Originating Branches during the course of Route Transport; and
 - ② Services rendered at Nippon Express, Co., Ltd. Cargo Destination Branches during the course of Route Transport.

1.3 Ownership; Current and Updated SOPs

- ◇ All rights to the current and updated versions of the SOPs shall vest in MXL. All Rights Reserved. If and when updates to the SOPs become necessary, the principal officer in charge of the services at MXL shall prepare and propose a draft update to QTL for its approval.

1.4 Owner of Document

- ◇ The principal officer in charge of the services at MXL shall have control over the SOPs.

1.5 Attachments: Sample Forms and Documents

- Forms of Bills of Lading of Nippon Express, Co., Ltd.;
- Forms of Waybills of Air Freight Carriers (JAL / ANA);
- List of Terminals to which Clinical Specimens shall be carried in; and
- List of Scheduled Arrival Cargoes.

Section 2	Cargo Acceptance and Trucking Transport
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<Truckload Route Linehaul>

- Cargo Acceptance Representatives: Respective Cargo Acceptance Area Staffs of Nippon Express, Co., Ltd.;
- Cargo Carry-in Representatives: Respective Cargo Carry-in Area Staffs of Partner Parcel Carriers;
- Items for Linehaul Transport: Designated Box for Clinical Specimens Transport (hereinafter referred to as the "CR-Box");
 - ★ Two (2) types of C-Boxes are available for Frozen Transport / Controlled Ambient Transport

2.1 Remarks on Shipping Materials

◇ Designated Boxes

Types of CR-Boxes allowed to be used hereunder are limited to the following two (2) types (DO NOT use the boxes other than designated below):

- Corrugated Plastic Outer Packaging Case for Frozen Transport (100 size); and
- Corrugated Fiber Outer Packaging Case for Controlled Ambient Transport (80 size).

Respective Nippon Express, Co., Ltd. Staffs shall handle the above-mentioned CR-Boxes with due care once they are carried in the locations.

2.2 Steps to be Observed by Cargo Acceptance Staffs at Nippon Express, Co., Ltd.

◇ Acceptance of Shipments

7. When a Collection Staff carries in Clinical Specimen(s) to the location, the Cargo Acceptance Representative shall prepare the Designated Voucher (Bill of Lading) printed out by the Collection Requisition System;
8. The Cargo Acceptance Representative shall deliver the Bill of Lading to the Collection Staff and request the Collection Staff to check whether entries made in the Remarks Column are correct and attach the Bill of Lading to the Shipment;
9. The Cargo Acceptance Representative shall confirm the number and sizes of the actual Shipments. The Cargo Acceptance Representative shall cross-check them to the number of items included in the Bill of Lading and check whether any taint or breakage exists;
10. The Cargo Acceptance Representative shall review the entries made in the Special & Valuable Cargo Receipt and Release Ticket (in a form of ticket);

11. The Cargo Acceptance Representative shall write down the date and time of acceptance and its full name and fix its signature in the Bill of Lading and deliver the Shipper Copy thereof; and
12. The Cargo Acceptance Representative shall make entries of Cargo Acceptance by PDT and then transship the Shipment into the Special & Valuable Cargo Room to surrender it to Special & Valuable Cargo Room Staffs custody.

◇ Dispatch of Shipments

5. The Special & Valuable Cargo Room Staff shall scan the barcode on the Bill of Lading attached to the CR-Box received from the Cargo Acceptance Staff by PDT and issue the Vault Ticket for management of Special & Valuable Cargo operation;
6. The Special & Valuable Cargo Room Staff shall store the CR-Box as a part of cargo to be transferred to Tokyo (Meguro Branch);
- ※ The Special & Valuable Cargo Room shall be continually locked except for the time of carry-in into and carry-out from the Special & Valuable Cargo Room and the Staffs must attend around-the-clock (full-time surveillance on the basis of alternate 24 hour shift).
7. The Special & Valuable Cargo Room Staff shall cross-check the entries in the Vault Ticket and the actual Shipment in the face of Loading Staff when a Truckload Route Linehaul for Tokyo arrives; and
8. The Special & Valuable Cargo Room Staff shall deliver the CR-Box to Loading Staff if no deviation is found.

Section 3	Cargo Acceptance and Air Transport
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<Air Freight Route Transport>

- Cargo Acceptance Representatives: Respective Airport Cargo Acceptance Area Staff;
- Cargo Carry-in Representatives: Respective Area Collection Staff; and
- Items for Transport: CR-Box (Two (2) types of C-Boxes are available for Frozen Transport / Controlled Ambient Transport).

3.1 Remarks on Shipping Materials

◇ Boxes for Transport

Types of CR-Boxes allowed to be used hereunder are limited to the following two (2) types (DO NOT use the boxes other than designated below):

- Corrugated Plastic Outer Packaging Case for Frozen Transport (100 size); and

- Corrugated Fiber Outer Packaging Case for Controlled Ambient Transport (80 size).

◇ Voucher for Dispatch

- For Dispatch Voucher, Air Waybills (BL Voucher) necessary to use Air Freight Transport shall be used in every occasions; and
- When a Collection Staff of MXL Partner Parcel Carriers arrives for carry-in, deliver BL Voucher to it and request it fulfill the necessary information to the Form (Name of Shipper / Telephone Number / Picking Up at Haneda Airport / Remarks Column), and check all necessary information is fulfilled, then deliver duplicate copy to the Cargo Carry-in Staff.

Respective Airport Staffs shall handle the above-mentioned CR-Boxes with due care once they are carried in the locations.

3.2 Steps to be Observed by Cargo Acceptance Staffs at Nippon Express, Co., Ltd.

◇ Upon a carry-in from a Terminal, at a respective Airport Branch, the steps below shall be followed:

6. When Collection Staff of MXL Partner Carriers carries in Clinical Specimen(s) to the location, the Cargo Acceptance Representative shall deliver a BL Voucher to it;
7. Request it fulfill the necessary information to the Form (Name of Shipper / Telephone Number / Picking Up at Haneda Airport / Remarks Column);
8. Check all necessary information is fulfilled and then deliver duplicate copy to the Cargo Carry-in Staff.
9. Enter information on PDT immediately after Acceptance; and
10. Deliver shipments to Loading Staff in order to have shipments loaded unto the same day air flight.

Section 4	Consolidation / Release of Arrival Cargo (Trucking Transport)
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4.1 Consolidation and Review Work of Cargo After Cargo Arrival

◇ Steps to be Taken at Cargo Arrival

5. Upon arrival at Meguro Branch, consolidate the CR-Boxes to the prescribed place;
6. Review whether taint or breakage exists in Incoming Shipments;
7. Scan Barcodes (Inquiry Number) printed on the Waybills attached to the CR-Boxes which arrive by PDT, load them to designated cargo boxes; and
8. Deliver the CR-Boxes to Special & Valuable Cargo Room Staff.

◇ Steps to be taken by Special & Valuable Cargo Room Staff

6. The Special & Valuable Cargo Room Staff shall scan the barcode on the Bill of Lading attached to the CR-Box received from the Cargo Acceptance Staff by PDT and issue the Vault Ticket for management of Special & Valuable Cargo operation;
7. Store the CR-Boxes as cargos to be picked up by special Shipper;
8. The Special & Valuable Cargo Room shall be continuously locked except for the time of carry-in into and carry-out from the Special & Valuable Cargo Room and the Staffs must attend around-the-clock (full-time surveillance on the basis of alternate 24 hour shift).
9. Upon arrival of Courier Delivery Staff, The Special & Valuable Cargo Room Staff shall cross-check the entries in the Vault Ticket and the actual Shipment in the face of Release Staff; and
10. The Special & Valuable Cargo Room Staff shall deliver the CR-Box to Release Staff if no deviation is found.

◇ Review of Incoming Shipment

4. At 7:00 am, cross-check the consolidated Arrival Cargo and cargo information on the Incoming Shipment List;
5. If any shipment does not yet arrive, track such shipment by Cargo Tracking System of Nippon Express, Co., Ltd.; and
6. Report then current status to MXL Emergency Contacts for instruction.

4.2 Release of CR-Boxes

◇ Release

Meguro Branch Staff shall confirm the number of the CR-Boxes in the face of Release Staff and release them:

7. Upon arrival of **Courier Delivery Staff**, Release Staff shall have the CR-Boxes delivered from Special & Valuable Cargo Room Staff;
8. Receive the Receipt Form from Courier Delivery Staff and review the dated written down in it;
9. Release Staff and Courier Delivery Staff shall jointly cross-check and review the number of CR-Boxes written down in the Receipt Form by Controlled Ambient / Frozen transfers;
10. Scan Barcodes (Inquiry Number) printed on the Waybills by Clinical Specimens Cargo Acceptance System, upload the data to Clinical Specimens Cargo Acceptance System;
11. Have the date and time written down and the signature of the Staff affixed on the Release Form; and

12. After the completion of loading, make sure that no items left at platform / Special & Valuable Cargo Room in Meguro Branch of Nippon Express, Co., Ltd., and let them start.

4.3 Deviation Report

- ◇ If Meguro Branch Office Staff of Nippon Express, Co., Ltd. notices any Deviations below at the time of Release, it shall submit the reports to that effect to MXL Operations Center or MXL Emergency Contacts:
 - Report of anomaly in Outer Package of Shipments;
 - Report of discrepancy of number of items or shipments, etc.;
 - Report of Shipments left by Courier Delivery Staff; and
 - Report of Cargo not loaded on the delivery vehicle due to shortage of space.
- ※ If any shipments cannot be loaded, report must be submitted as early as possible to enable MXL to deliver instruction to Courier Delivery Carriers to make additional vehicle available.
 - Contacts: MXL Operations Center : 03-3768-8508
 - Primary Emergency Contacts: IWASAKI (Mr) at 090-9807-7468

Secondary Emergency Contacts: NARIKAWA (Mr) at 080-4140-9893

Third Emergency Contacts: TAKAGI (Mr) at 080-1351-0137

Section 5 Consolidation / Release Arrival Cargo (Air Transport)
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<Air Freight Route Transport>

- Cargo Acceptance Representatives: Haneda Office Representative of Kanto Air Freight Transport Branch of Nippon Express, Co., Ltd.
- Pick-up: Delivery Staff of MXL-Designated Partner Parcel Carrier which is responsible for the delivery to the Laboratory
- Items for Transport: CR-Box (Two (2) types of C-Boxes are available for Frozen Transport / Controlled Ambient Transport)

5.1 Consolidation and Review Work of Cargo After Cargo Arrival

- ◇ Steps to be Taken at Cargo Arrival
 5. Open the doors of the container received from the Air Freight Company and consolidate

the CR-Boxes to the prescribed place;

6. Review whether taint or breakage exists in Shipments which arrive;
7. Scan Barcodes (Inquiry Number) printed on the Waybills attached to the CR-Boxes which arrive by PDT, load them to designated cargo boxes; and
8. Store the CR-Boxes at the Storage Space next to the Office.

55.2 Release of Clinical Specimens Box

◇ Release

7. Upon arrival of **Courier Delivery Staff**, Release Staff shall have the CR-Boxes delivered from Special & Valuable Cargo Room Staff;
8. Receive the Receipt Form from Courier Delivery Staff and review the dated written down in it;
9. Release Staff and Courier Delivery Staff shall jointly cross-check and review the number of CR-Boxes written down in the Receipt Form by Controlled Ambient / Frozen transfers;
10. Scan Barcodes (Inquiry Number) printed on the Waybills by Clinical Specimens Cargo Acceptance System, upload the data to Clinical Specimens Cargo Acceptance System;
11. Have the date and time written down and the signature of the Staff affixed on the Release Form; and
12. After the completion of loading, make sure that no items left and let them start.

5.3 Deviation Report

- ◇ If Meguro Branch Office Staff of Nippon Express, Co., Ltd. notices any Deviations below at the time of Release, it shall submit the reports to that effect to MXL Operations Center.

- Report of anomaly in Outer Package of Shipments;
- Report of discrepancy of number of items or shipments, etc.; and
- Report of Shipments left by Courier Delivery Staff;

Contacts : MXL Operations Center (03-3768-8508)

Section 6	Deviation Occurred during Route Transport and Response
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6.1 Steps to be Taken in the Event of Deviation

<Trucking Transport>

- Responsibility: Meguro Branch Staff of Nippon Express, Co., Ltd.

- ◇ Delay in Arrival

At 7:00 am, Cross-check the entries on the Incoming Shipment List and Shipments which actually arrived and, if any Shipments is found not yet arrived, report in detail to MXL Emergency Contacts by telephone. Once the time of arrival is ascertained, report it to MXL Emergency Contacts by telephone

And then, review and report the reason of delay of the in arrival of the freight in detail to Emergency Contacts.

- ◇ Delay in Overall Linehauls of Truckload Route Transport

Gather information about Shipments delayed and the Reason thereof and anticipated time of arrival, and report them to MXL Operations Center.

If significant delay is anticipated in the Truckload Route Transport, at the point on which such delay is anticipated, report it to MXL Operations Center.

- ◇ Missing Information on Whereabouts of Shipments

If move of a certain Shipment is ceased on the level of data, inquire an originating branch of Nippon Express, Co., Ltd. or connecting points of Nippon Express, Co., Ltd., or other points by telephone, clearly locate and identify the whereabouts and other information of the Shipments. For on-site investigation, request the reassurance of platform at Nippon Express, Co., Ltd., by respective Cargo Acceptance Staffs and vehicle started from the origination branch and en route to connection points where transshipments occur.

Report to MXL Emergency Contacts by telephone for instructions and take appropriate measures.

- ◇ Missing Shipments Detected

If whereabouts of missing Shipments is detected, report the situation of the Cargo to MXL Emergency Contacts by telephone immediately. Sore the Shipments in the room near the detected point and where the security measures are implemented until MXL delivers specific Instruction. Upon the receipt of MXL instruction from MXL, follow such instruction expeditiously.

<Air Transport>

- Responsibility: Customer Representative of Kanto Air Freight Transport Branch of Nippon Express, Co., Ltd.

- ◇ Delay in Arrival

In principle, the Shipments will arrive at Haneda by the same day flight of Courier Collection, so that pick-up at 5: 30 of the next morning will be completed without problem. Should departure time of the

freight flight of the Shipment be delayed and not arrive by the pick-up at 5: 30 of the next morning, report to that effect to MXL Emergency Contacts by telephone. Request instruction by what time the pick-up shall be postponed or otherwise, and upon receipt of the instruction, act as instructed. At the same time, as the progress of review (i.e., review of the reason of delay in arrival of flight or otherwise), report to MXL Emergency Contacts in detail.

◇ Unable to Load the Cargo in the Last Flight of the Relevant Day

If trouble occurs to the airplane or due to bad weather or otherwise, the Shipment cannot be loaded to in the last service of the flight to Haneda in the relevant Courier Collection date, report the situation to MXL Operations Center and MXL Emergency Contacts by telephone as the details are made clear and notify the then current conditions of the Shipments.

◇ Response in Case of Unavailability of Same Day Flight Transport

Should the Shipment is stalled at the originating airport due to the unavailability of the same day flight transport, report such event to MXL Operations Center by telephone and notify the then current situation. Request for instruction whether to load the Shipments to the first flight to Haneda in the next morning or transport the Shipment to Tokyo by Trucking Transport, or otherwise, to MXL Operations Center. In this connection, notify the time of the next day by which the Shipment will arrive in Tokyo by means of transport of the first flight or Trucking Transport.

Section 7	Freight Storage Services
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7.1 Temporary Storage of Shipments

<Trucking Transport> and <Air Transport>

➤ Responsibility: Courier Delivery Representative of Partner Parcel Carriers to the Laboratory

◇ Closure of the Laboratory and Inability to Deliver Shipment (Regular holidays or otherwise)

If the Laboratory is on holiday and delivery to the Laboratory is unable to be made, the Partner Parcel Carriers shall store temporarily the CR-Box in its warehouse.

In this case, storage shall be made in the room locked by a key.

In case of Frozen Transport, check the volume of remaining dry ice every noon and add dry ice as necessary.

※ Additional volume of dry ice thrown into shall be the volume by which total weight of dry ice shall remain 4 Kg.