

GENERAL TERMS AND CONDITIONS GOVERNING THE USE OF OCEAN NETWORK EXPRESS LTD (ONE) EQUIPMENT

PREAMBLE

These general terms and conditions govern the use of this website and determine the rights and obligations of **OCEAN NETWORK EXPRESS PTE LTD,**

c/o OCEAN NETWORK EXPRESS (JAPAN) LTD.

W Building, 1-8-15 Kohnan

Minato-ku, Tokyo, 108-0075, Japan

(hereinafter named “**ONE**”)

and of the party using this website

(hereinafter named “**requesting party**”).

By using this website, the “requesting party” accepts these general terms and conditions in full.

PURPOSE AND SCOPE

Under certain conditions and subject to their express approval, ONE can grant to the “requesting party”, making a request via this website:

- the request to change the original drop-off location or the original pick-up location

ONE is at liberty to approve or decline these requests – with or without cause – and to impose certain conditions, or to limit the requests to a specific type/size of containers.

LIABILITIES

Provided ONE has approved the request to the “requesting party”, the “requesting party” becomes fully and solely liable for the internal and external condition of the ONE equipment.

By consequence the “requesting party” confirms to be solely liable for the condition of the ONE equipment and to hold harmless and indemnify ONE for all costs and consequences in case that the equipment would be refused at the load premises of the supplier or in case the cargo would appear to have suffered damage as a result of the condition of the ONE equipment.

DEPOTX FEE IN CASE OF AUTHORIZED CHANGE

The “requesting party” accepts to pay to ONE a depotX fee – corresponding to the location chosen and agreed upon between the “requesting party” and ONE and resulting from the authorization for a change given by ONE.

UNAUTHORIZED USE OF THE ONE EQUIPMENT

Changing the standard drop-off location or pick-up location by the “requesting party” without previous express acceptance by ONE will constitute unlawful and unauthorized use and will give rise to a penalty/fine of JPY 100,000,- (one hundred thousand) to be charged directly by ONE to the “requesting party”.

All conditions – applicable in case of an authorized change of drop-off or pick-up location - will of course remain valid and binding the “requesting party” in case of unauthorized reuse.

LAW AND JURISDICTION

Failing amicable settlement, any disputes regarding the contents and/or interpretation of subject general terms and conditions will be submitted to the jurisdiction of *Tokyo District Court in Japan*, with *Japanese law* to be applied.

DISCLAIMER

Whilst ONE endeavor to ensure that the information on this website is correct, ONE does not warrant its completeness or accuracy, nor does ONE commit ensuring that the website remains available or that the material on this website is kept up to date.

ONE cannot be held liable for incompleteness and/or incorrectness of the contents of this website and for the information available on this website.

ONE will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with this website, except for liability which cannot be excluded under applicable law.