

PROVISIONS FOR ARTICLES IN CUSTODY

Article 1-Period of Custody

- 1.1 The period of custody shall run from the day upon which an article is delivered into the custody of this Hotel until the designated date of claim.
- 1.2 The designated date of claim shall be within one (1) month from the day upon which the article was delivered into the custody of this Hotel.
- 1.3 If no such designation of date is made, the period of custody shall run for one (1) month beginning on the day the article was put into custody.

Article 2-Claimant

The claimant of the article in custody shall be either the person who requested custody or a third person appointed as the claimant by him.

Article 3-Confirmation of Claimant

The claimant shall submit the Claim Certificate to the clerk of this Hotel in charge of the article in custody at the time he claims the return of the article. In the event that the claimant is a third party appointed by the person who requested custody, submission of the Claim Certificate will not be necessary. However, this Hotel may require him to submit proof that he is the correct claimant. The clerk shall exercise reasonable care to confirm the identity of the person claiming the article prior to returning it. This Hotel shall thereafter have no further responsibility with respect to the article claimed.

Article 4-Compensation for Damage

- 4.1 Any loss, destruction, deterioration or other damage to the article in custody which has occurred by reason of force majeure as the term is commonly defined shall not be the responsibility of this Hotel.
- 4.2 Any person using the custody service shall have a duty to compensate for any damage which this Hotel and/or any third party suffers if such damage is due to the destruction or deterioration of the article in custody or any other reasons for which the said person is responsible.

Article 5-Disposition of Article in Custody

- 5.1 If the claimant does not claim the article in custody within one (1) week after the period of custody, this Hotel shall keep said article separately from those in normal custody and may dispose of it by the method, at the price, which is generally deemed appropriate at that time. If such disposition is difficult, this Hotel may discard said article.
- 5.2 The cost of the disposition described in the paragraph immediately above shall be borne by the person who requested custody, provided that the proceeds of said disposition shall be off-set against the costs of disposition.

Article 6-Emergency Steps

- 6.1 This Hotel may take emergency steps which are appropriate under the circumstances in the following events:
 - (a) Demand by legal authorities that the article in custody be opened or otherwise disposed of;
 - (b) Fire, abnormality in the condition of the article or other exigent circumstances.
- 6.2 In the event of the occurrence of any of the above-mentioned circumstances, this Hotel shall bear no responsibility for damage caused to the article in custody.

Article 7-Governing Language

These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall Prevail in all respects.

Article 8-Jurisdiction and Applicable Laws

Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of this Hotel and resolved in accordance with applicable Japanese laws.