



# TERMS & CONDITIONS

日和合同会社（下稱「受託人」）於日本長野縣北安曇郡白馬村北城3020-962（下稱「保管地」）提供寄放雪具之服務並收取年費，訂立條款如下：

1. 年費金額按日和合同会社網站（網址：WWW.SUNSHINEHAKUBA.JP，下稱「店鋪網站」）內的公告為準，並依委託時之公告金額計價。及後每年續寄託合約時亦同，寄託人應隨時留意店鋪網站內的公告，受託人沒有通知年費調整的義務。
2. 受託人應盡善良管理人之注意義務保管寄託品，亦得使第三人以相同之注意義務代為保管寄託品。
3. 寄放寄託品前，寄託人應確保寄託品均已乾燥完畢，如有發霉變色等情況，受託人概不負責。
4. 寄託人若於寄託期間屆滿前取回寄託品，不得要求退還年費。寄託人需於寄託期間屆滿前 30 天內繳付下一年度之年費，寄託人按店鋪網站內公告之價格繳付次年度之年費後，則視以相同條件下繼續雙方之寄託關係1年。
5. 若寄託人於寄託期間屆滿後不續約，而未有於寄託期間屆滿後 30 天內告知受託人寄託品寄還之地點及繳付相應之運費，寄託人需於取回寄託品前繳付相當於當時年費之金額作為違約金及支付相應之運費。
6. 若寄託人於寄託期間屆滿後30日內仍未有繳付來年度之年費及未有知會受託人欲取回寄託品的意願，即視作寄託人放棄寄託品的所有權。在上述的情況下，受託人會自行處置寄託品，寄託人不得作事後追討。
7. 受託人可在知會寄託人後隨時終止寄託服務。寄託人需於服務終止後30天內取回寄託品，並按實際寄放天數比例繳付年費。
8. 寄託人不得置放危險物品、違禁品、易爆易燃品、有礙公共安全或衛生物品、潮濕有異味與容易腐敗變質之物品或其他雙方約定以外的物品於保管地。寄託人如有違反而導致損害保管地、第三人之寄託物或造成其他損害，或因而導致受託人需向第三人負上賠償責任，寄託人需賠償受託人因此所造成之損害。
9. 為安全起見及避免紛爭，寄託人同意受託人或經受託人授權之第三人於事前通知寄託人的情況下，開啟寄託品檢查並拍照存證。如遇上緊急情況、司法或警察機關依法搜查、扣押等無法作出事前通知的情況下，受託人需於事後通知寄託人。
10. 如因不可歸責於受託人之事由而導致寄託品有損毀，交託人概不負責及賠償。受託人在本契約下之賠償責任上限為每件寄存雪具2萬日元。
11. 寄託人了解並同意保管地僅供寄放雪具，寄託人之金錢、有價證券、珠寶或其他貴重物品不得寄放於保管地。如有毀損或遺失，受託人概不負責。
12. 寄託人若於寄託期間內請求受託人代為寄送雪具至保管地以外的地方，寄託人均以黑貓宅急便作為運送人，運費於年費外另計。寄託人了解並同意受託人僅是代寄託人寄送，若於運送途中出現毀損及遺失或其他情況，受託人概不負責。若寄託人要求以「來回件」方式寄送寄託品時，應自行保管回程運單，如中途寄託人決定不寄回寄託品回保管地，寄託人不得請求受託人退還回程運費。
13. 受託人為提供服務所收集之寄託人資訊，將作妥善管理並僅使用於保管、管理、代寄、代為運送寄託物等目的，不會作其他用途。

如有任何爭議，本公司保留最終決定權。

中英日版本之內容如有歧義，概以中文版本為準。

SUNSHINE HAKUBA LLC IS LOCATED AT 3020-962, HOKUJO, HAKUBA MURA, KITA AZUMI GUN, NAGANO, JAPAN (HEREINAFTER REFERRED TO AS THE "STORAGE PLACE"), PROVIDES SERVICES FOR STORING SNOWBOARD AND SKI EQUIPMENT WITH AN ANNUAL FEE CHARGED.

THE TERMS AND CONDITIONS ARE AS FOLLOWS:

1. THE AMOUNT OF THE ANNUAL FEE IS BASED ON THE ANNOUNCEMENT ON THE WEBSITE OF SUNSHINE HAKUBA LLC (WEBSITE: WWW.SUNSHINEHAKUBA.JP, HEREINAFTER REFERRED TO AS THE "SHOP WEBSITE"). PAID AMOUNT IS BASED ON THE AMOUNT ANNOUNCED AT THE TIME OF ENTRUSTMENT. THE SAME ALSO APPLY WHEN RENEWING THE CONSIGNMENT CONTRACT EVERY YEAR. THE CONSIGNOR SHOULD PAY ATTENTION TO THE ANNOUNCEMENT ON THE SHOP WEBSITE AT ANY TIME. SUNSHINE HAKUBA LLC IS NOT OBLIGED TO NOTIFY THE ADJUSTMENT OF THE ANNUAL FEE.
2. SUNSHINE HAKUBA LLC SHALL KEEP THE CONSIGNMENT UNDER THE DUTY OF GOOD CARE, AND ALSO MAKE SURE THE THIRD ASSIGNED PARTY TAKE CARE OF THE CONSIGNMENT WITH THE SAME DUTY OF CARE.
3. BEFORE THE PLACEMENT OF CONSIGNMENT, THE CONSIGNOR SHOULD ENSURE THAT THE CONSIGNMENT IS IN DRIED CONDITION. SUNSHINE HAKUBA LLC IS NOT RESPONSIBLE FOR ANY MOLDY DISCOLORATION.
4. IF THE CONSIGNOR TAKES BACK THE CONSIGNMENT BEFORE THE EXPIRY OF THE CONSIGNMENT PERIOD, CONSIGNOR SHALL NOT ASK FOR A REFUND OF THE ANNUAL FEE. THE CONSIGNOR SHALL PAY THE ANNUAL FEE FOR THE NEXT CONSIGNMENT CONTACT YEAR WITHIN 30 DAYS BEFORE THE EXPIRY OF THE CONSIGNMENT PERIOD. AFTER THE CONSIGNOR PAYS THE ANNUAL FEE FOR THE NEXT YEAR AT THE PRICE ANNOUNCED ON THE SHOP WEBSITE, THE CONSIGNMENT RELATIONSHIP BETWEEN THE TWO PARTIES SHALL CONTINUE UNDER THE SAME CONDITIONS FOR 1 YEAR.
5. IF THE CONSIGNOR SHALL NOT RENEW THE CONTRACT AFTER THE EXPIRY OF THE CONSIGNMENT PERIOD, AND FAILS TO INFORM SUNSHINE HAKUBA LLC OF THE PLACE TO RETURN THE CONSIGNMENT AND PAY THE CORRESPONDING SHIPPING FEE WITHIN 30 DAYS AFTER THE EXPIRY OF THE CONSIGNMENT PERIOD, THE CONSIGNOR NEEDS TO PAID THE AMOUNT EQUIVALENT TO THE CURRENT ANNUAL FEE AS THE LATE CHARGE AND THE CORRESPONDING SHIPPING FEE BEFORE THE COLLECTION OF THE CONSIGNMENT.
6. IF THE CONSIGNOR FAILS TO PAY THE ANNUAL FEE FOR THE NEXT CONSIGNMENT CONTACT YEAR WITHIN 30 DAYS AFTER THE EXPIRY OF THE CONSIGNMENT PERIOD AND FAILS TO NOTIFY SUNSHINE HAKUBA LLC OF THE INTENTION TO TAKE BACK THE CONSIGNMENT, THE CONSIGNOR SHALL BE DEEMED TO HAVE GIVEN UP THE OWNERSHIP OF THE CONSIGNMENT. IN THE ABOVE-MENTIONED CIRCUMSTANCES, THE SUNSHINE HAKUBA LLC WILL DISPOSE OF THE CONSIGNMENT BY ITSELF, AND THE CONSIGNOR SHALL NOT MAKE ANY SUBSEQUENT CLAIM.
7. SUNSHINE HAKUBA LLC MAY TERMINATE THE CONSIGNMENT CONTRACT AT ANY TIME AFTER NOTIFYING THE CONSIGNOR. THE CONSIGNOR NEEDS TO RETRIEVE THE CONSIGNMENT WITHIN 30 DAYS AFTER THE SERVICE IS TERMINATED, AND PAY THE ANNUAL FEE IN PROPORTION TO THE ACTUAL NUMBER OF DAYS OF CONSIGNMENT CONTRACT.
8. THE CONSIGNOR SHALL NOT PLACE DANGEROUS ITEMS, CONTRABAND ITEMS, EXPLOSIVE AND INFLAMMABLE ITEMS, ITEMS THAT IMPEDE PUBLIC SAFETY OR HYGIENE, WET ITEMS WITH PECULIAR SMELLS AND EASILY PERISHABLE ITEMS, OR ITEMS OTHER THAN AGREEMENT BY BOTH PARTIES IN THE STORAGE PLACE. IF THE CONSIGNOR VIOLATES THE TERMS, WHICH LEADS TO DAMAGE TO THE STORAGE PLACE, THE CONSIGNMENT OF A THIRD PARTY, OR CAUSES OTHER DAMAGES, OR SUNSHINE HAKUBA LLC IS LIABLE TO THE THIRD PARTY FOR COMPENSATION, THE CONSIGNOR SHALL COMPENSATES SUNSHINE HAKUBA LLC FOR THE DAMAGE CAUSED THEREBY.
9. FOR THE SAKE OF SAFETY AND TO AVOID DISPUTES, THE CONSIGNOR AGREES THAT THE SUNSHINE HAKUBA LLC OR A THIRD PERSON AUTHORIZED BY SUNSHINE HAKUBA LLC SHALL INSPECT THE CONSIGNMENT AND TAKE PHOTOS AFTER NOTIFYING THE CONSIGNOR IN ADVANCE. IN THE EVENT OF AN EMERGENCY, OR IN THE EVENT THAT A JUDICIAL OR POLICE INVESTIGATION OR SEIZURE WHICH NOTIFICATION CANNOT BE MADE IN ADVANCE, SUNSHINE HAKUBA LLC SHALL NOTIFY THE CONSIGNER AFTER THE INSPECTION.
10. IF THE CONSIGNMENT IS DAMAGED DUE TO REASONS NOT ATTRIBUTABLE TO SUNSHINE HAKUBA LLC, THE CONSIGNOR SHALL NOT CLAIM SUNSHINE HAKUBA LLC AND REQUEST FOR COMPENSATION. SUNSHINE HAKUBA LLC'S LIABILITY FOR COMPENSATION UNDER THIS CONTRACT IS CAPPED AT 20,000 YEN PER PIECE OF STORED SNOWBOARD OR SKI EQUIPMENT.
11. THE CONSIGNOR UNDERSTANDS AND AGREES THAT THE CONSIGNMENT SERVICE IS ONLY FOR SNOWBOARD AND SKI EQUIPMENT STORAGE, CONSIGNOR SHALL NOT PLACE OTHER ITEMS SUCH AS MONEY, SECURITIES, PEARLS OR OTHER VALUABLES IN THE STORAGE PLACE. SUNSHINE HAKUBA LLC IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ITEMS OTHER THAN STORED SNOWBOARD AND SKI EQUIPMENT.
12. IF THE CONSIGNOR REQUESTS SUNSHINE HAKUBA LLC TO SEND THE CONSIGNMENT TO A PLACE OTHER THAN THE STORAGE PLACE DURING THE CONSIGNMENT PERIOD, PRESIDENT TRANSNET CORP WILL BE APPOINTED AS THE COURIER, THE CONSIGNOR IS RESPONSIBLE FOR THE CORRESPONDING SHIPPING FEE. THE CONSIGNOR UNDERSTANDS AND AGREES THAT SUNSHINE HAKUBA LLC IS ONLY SENDING THE CONSIGNMENT ON BEHALF OF THE CONSIGNOR, AND SUNSHINE HAKUBA LLC SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS DURING THE TRANSIT. IF THE CONSIGNOR REQUESTS TO SEND THE CONSIGNMENT BY "ROUND-TRIP", CONSIGNOR SHOULD KEEP THE RETURN WAYBILL BY ITSELF. IF THE CONSIGNOR DECIDES NOT TO SEND THE CONSIGNMENT BACK TO THE PLACE OF STORAGE, THE CONSIGNOR SHALL NOT REQUEST SUNSHINE HAKUBA LLC TO REFUND THE SHIPPING FEE.
13. THE CONSIGNOR'S INFORMATION COLLECTED BY SUNSHINE HAKUBA LLC FOR THE PROVISION OF SERVICES WILL BE PROPERLY MANAGED AND USED ONLY FOR THE PURPOSES OF CUSTODY, MANAGEMENT, CONSIGNMENT, AND CONSIGNMENT TRANSPORTATION, AND WILL NOT BE USED FOR OTHER PURPOSES.

SUNSHINE HAKUBA LLC RESERVES THE RIGHT OF FINAL DECISION FOR ANY DISPUTES.