

BE FORWARD PROTECTION SERVICE: Terms and Conditions

G.1700327.837

BE FORWARD PROTECTION SERVICE (hereinafter referred to as “BPS”) is rendered by Be Forward (hereinafter referred to as “Seller”) to its direct Buyer(s) for the protection of the vehicle, purchased from or through Seller, against the losses and/or damages incurred on the vehicle during the shipping and local delivery procedures, destined to mutually agreed delivery point.

**Any and all "Be Forward" or "Seller" below signify Be Forward Co., Ltd., having its principal office in Chofu City, Tokyo, Japan.*

***Any and all "Buyer" below signify a buyer, who directly negotiated the purchase of the vehicle from Seller.*

**** Any and all "FOB" below signify the price of the vehicle alone finally agreed between Seller and Buyer.*

1. Protection Coverage

1.1 BPS Charge Buyer shall be charged US\$100 (US One Hundred Dollars and none) for BPS and Seller, in return, is to render BPS as its services to cover the aforementioned losses and/or damages strictly under the conditions stipulated herein 1.2 or thereafter herein Terms and Conditions. The aforementioned charge for BPS shall be, regardless of the reason, non-refundable once born and paid by Buyer. However, Buyers who subscribes to Seller's City Delivery services by 5 business days prior to the Customs Clearance process immediately after unloading from shipping vessel shall be exempted with this charge.

1.2 Compensation for Missing parts and/or items

1.2.1 Missing parts or items not vital to the driving performance of the vehicle shall be directly reimbursed. The compensation shall be conducted in accordance with a prearranged amount per part/item as per Exhibit A.

1.2.2 Missing parts and/or items vital to the driving performance of the vehicle shall be replaced or shall be reimbursed by cash, of which decision shall be determined by Seller at its sole discretion.

1.2.3 In the event that Buyer requests to receive BPS compensation prior to the actual replacement process, an estimate of the replacement must be turned in to Seller prior to commencing the replacement and after Seller's approval of BPS compensation; provided however 1) the amount written on the estimate must be approved by Seller in writing and 2) the total amount of compensation shall not exceed, regardless of the reason, the total amount originally stipulated in the estimate.

1.2.4 In case of the total loss of the vehicle, as a whole, with the exception of loss arise from shipwreck, original FOB price of the vehicle paid by Buyer to Seller shall be compensated.

1.2.5 Any and all missing items on vehicle arise from any cause or causes beyond the reasonable control of the party affected including but not limited to, act of God; acts of government or governmental authorities, compliance with law, regulations or orders, fire, storm, flood or earthquake; war (declared or not), rebellion, revolution, riots, or act of terror, strike or lockouts, during the transportation of vehicle, whether the transportation is by shipping vessel, railway, car carrier or driving delivery, or by a combination of any and all of the aforementioned, to the import destination are subject to BPS compensation; provided however the vehicle shall be within the transporting process by shipping vessel, railway, car carrier or driving delivery and not in between the each of transporting means.

1.3 Compensation for Damaged vehicle

1.3.1 Damaged vehicle deemed and determined to be repairable by Seller shall be repaired and in the case that the vehicle is determined not repairable by Seller, a replacement vehicle shall be offered to Buyer; provided however any and all parts that are subject to repair(s) or replacement(s) shall be the used parts that are easily obtained by Seller, either in Japan or in local place of repair(s)/replacement(s), and in the case of absence of available used parts, direct reimbursement for the part(s), equivalent amount of the industry's quoting price for the used part(s), shall be offered to Buyer. The evaluation and determination of the damaged vehicle, of the part(s) availability or of the part(s)' quoting price as used part(s) shall be conducted by Seller in its sole discretion. Any and all expenses incurred by repairs and/or diagnosis conducted without Seller's written approval, prior to the conduct of the repairs or the diagnosis, may not be compensated by BPS or by any other means.

1.3.2 Repair methods and materials for the breakdown vehicle shall be evaluated and determined by the decision of Seller, in its sole discretion. The repair cost shall be, however, capped by a maximum limit amount set forth as follows: a) Vehicles with FOB price of USD 1,000 or more: repair cost up to 500% of the original FOB price may be applied for the repair; b) Vehicles with FOB price of less than USD 1,000: repair cost up to 1000% of the original FOB price may be applied for the repair. In case the repair cost exceeds the aforementioned maximum limit, an alternative, determined by Seller, may be offered to Buyer.

1.3.3 In the event that Buyer requests to receive BPS compensation prior to the actual repair process, an estimate of the repair by a professional must be turned in to Seller prior to commencing the repair and after Seller's approval of BPS Compensation; provided however 1) the amount written on the estimate shall not exceed the maximum amount set forth herein 1.3.2 and 2) the total amount of compensation shall not exceed, regardless of the reason, the total amount originally stipulated in the estimate.

1.3.4 Any and all damages on vehicle arise from any cause or causes beyond the reasonable control of the party affected including but not limited to, act of God; acts of government or governmental authorities, compliance with law, regulations or orders, fire, storm, flood or earthquake; war (declared or not), rebellion, revolution, riots, or act of terror, strike or lockouts, during the transportation of vehicle, whether the transportation is by shipping vessel, railway, car carrier or driving delivery, or by a combination of any and all of the aforementioned, to the import destination are subject to BPS compensation; provided however the vehicle shall be within the transporting process by shipping vessel, railway, car carrier or driving delivery and not in between the each of transporting means.

1.4 Performance of Parts Performance of any and all parts of vehicle shall be guaranteed in the case that the description of the parts under "Standard Features" section on Seller's web point of sale is "Highlighted" with distinguished color.

1.5 Exemptions Followings shall be exemptions from BPS compensation:

- a) Rust, corrosion, oxidation and/or discoloration of the body or frame of the vehicle;
- b) What is usually defined as "expendable parts and/or items" in the industry (of which examples shall be as per Exhibit B) except damages on expendable parts or items are incurred when the vehicle was under the conduct of Seller's certified agent(s); provided however, the case shall be assessed and determined by Seller in its sole discretion;
- c) Any and all parts and/or items that are not genuine products of the automobile manufacturer -- Buyer shall ask Seller in this regard prior to their purchase of the vehicle;
- d) Oil or fluid leaks of any kind;
- e) Any and all damages or defects of the vehicle disclosed to Buyer prior to Buyer's purchase decision;
- f) Any and all expenses for Buyer's or his/her designates' stay, including hotel fees, meals and/or travel expenses back and forth, or loss of Buyer's business during the vehicle trouble;
- g) Loss of life or personal injury of any person whomsoever, or for damage to any property whatsoever;
- h) Any and all punitive charges by authorities that arise from Buyer's or Buyer's delegate's failure to perform their role as an importer for the vehicle.

1.6 Buyer shall be deemed to have understood and agreed that the possibility of not all damages of the vehicle are fully photographed before shipment.

1.7 Buyer shall be deemed to have understood and agreed that the purchased vehicle is a USED VEHICLE and, therefore, must not expect: 1) the standards of brand new vehicle quality and 2) the repaired vehicle to meet the standards of brand new vehicle quality.

2. Protection Period and Reporting

2.1 The protection period of the service shall continue to and through: a) 30th (Thirtieth) day from the arrival date of the shipping vessel at the port of unloading, or b) 7th (Seventh) day after the compliance of the vehicle is completed and the vehicle is received by Buyer or the person of their designation, whichever takes place first; provided however Buyer provides to Seller, regardless of the reason, any and all that had been requested by Seller, including but not limited to, photos, various report(s) of issue(s) with detailed descriptions, and estimate(s), within 14 (Fourteen) Seller's business days from the date of Buyer's initial reporting of the issue(s), whether in verbal or in writing, to Seller. Any loss and/or damage claims arising or identified beyond the protection period shall not be subject to BPS coverage, regardless of the reason, and Buyer's claim shall become null and void.

2.2 Any and all reporting, including, but not limited to, complaints with respect to BPS or to issues that involve BPS shall be conducted directly to Seller from Buyer within the aforementioned protection period as per 2.1.

3. Compensation claim To claim for any compensation, Buyer shall turn in the designated reports to Seller upon the discovery of the loss and/or damage. Any delay in reporting to Seller of the loss and/or damage, regardless of the reason, shall result in the claim becoming null and void and, therefore, unpayable.

4. Others

4.1 No failure or delay of Seller to require the performance by Buyer of any provision of this Terms and Conditions shall in any way adversely affect such provision after that. Any waiver by Seller must be expressly made in writing.

4.2 No loan car shall be provided nor compensated for its cost during the troubled period, including but not limited to, repairs.

4.3 For any exceptions to the aforementioned, Seller shall retain all rights to review the issue and to decide its solution by the discussion with the designated insurance company, which may or may not be subject to BPS compensation.

4.4 Any and all matters beyond issues subject to BPS shall be subject to the terms and conditions set forth therein Vehicle Purchase Agreement and any other terms and conditions set forth by Seller.

Exhibit A : LOSS RATE AGREEMENT LIST for the Missing Items

PART	LOSS RATE	PART	LOSS RATE	PART	LOSS RATE	PART	LOSS RATE
Smart Key	US\$300	Wheel Cap (One Price)	US \$10	Rear Spare Tire Cover Hard Type	US\$100	Wiper (One Price)	US \$30
Remote Key	US\$200	Jack	US \$20	Rear Spare Tire Cover Soft Type	US \$30	Power Window Switch	US \$50
Basic Key	US \$50	Wheel Spanner	US \$10	Emblem (One Price)	US \$30	Head Rest (One Price)	US \$30
DVD, TV Stereo	US\$300	Spare Tire	US \$50	Antenna	US \$20	Floor mats	US \$50
CD, Radio Stereo	US\$200	Tire Repair Kit	US \$70	Shift Knob	US \$20	Other Parts and Accessories	US\$ASK

Exhibit B: EXPENDABLE EXEMPTION LIST from coverage/responsibility

OILS AND FLUIDS Engine Oil, Transmission Fluid, Differential Fluid, Brake Fluid, Power Steering Fluid, Radiator Coolant	FILTERS Oil, Fuel, Air, Air Condition	BATTERIES	TIRES	BRAKES Pad, Rotor, Shoe, Drum
SUS-PENSIONS Arm bush, CV boot, Steering rack boot, Ball joint boot	BELTS Fan Belt, Air Condition Belt, Power Steering Belt (excluding Timing Belt)	SPARK PLUGS	BULBS / LAMPS	WIPER BLADE RUBBER