

## Agreement on Terms and Conditions for BE FORWARD City Delivery Services

This Agreement is in relation to the vehicle purchased from Seller below, of which purchase details are as set forth herein in its ““Vehicle Purchase Agreement,”” attached herewith to the same email as this document, and to be delivered by BE FORWARD’s program, City Delivery, to BL consignee or to BE FORWARD’S Buyer.

### Agreement Between:

Buyer:

As set forth herein in

“Vehicle Purchase Agreement”

And

Seller:

BE FORWARD Co., Ltd.

1-32-2 Kojimacho, Chofu City,

Tokyo 182-0026 Japan

### WITNESSETH:

WHEREAS, Seller desires to sell used vehicle(s) from its online inventory list and export it/them to overseas buyers, including delivery of such vehicles to the designated point of delivery, appointed by Buyer, by engaging appointed delivery agent(s), (Hereinafter referred to as “city Delivery”); and,

WHEREAS Buyer is willing to purchase such (a) vehicle(s) from Seller at the mutually agreed price, including the price for the vehicle, shipping cost, and any and all other expenses that had previously been agreed by both parties, including City Delivery but not including any or all duty payment and taxes.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

- 1) Buyer had agreed to utilize aforementioned agent(s)’s City Delivery service at the mutually agrees price as well as arrangements and had paid the full amount for such service to seller, Who is entitled to collect the City Delivery charge on behalf of the agent(s), Prior to the commencement of such delivery service. No City Delivery package, Seller’s unique package of the sale and delivery of the vehicle collected in one (1) payment, shall be subject to cancellation whatsoever, regardless of the reason, after Buyer’s remittance of the payment for the vehicle, whether in whole or in part
- 2) Seller’s appointed delivery agent may perform the following activities, including but not limited to, on Buyer’s behalf in order to provide its service: (1) Submission of the require document to the relevant authorities, facilitating amendment of document if necessary, and pay any duties, taxes or penalties required under applicable laws and regulations. (2) Facilitate all customs, port, and border clearance processes that are required under the buyer’s selected country’s applicable laws and regulations where the vehicle will be registered and imported to, hand over the documents or vehicle to Buyer’s clearing and delivery Agent, or other address upon request by any person who Buyer believes in its reasonable opinion to be authorized;
- 3) Buyer is deemed to have understood that vehicle(s) will not necessarily be delivered to the Buyer’s requested address but to the area or city which Buyer has selected. If the vehicle’s Buyer cannot be reasonably identified or found; or if the Buyer in the event is refusing to pay other miscellaneous fees such as penalties, or duty payment which are not included in the City Delivery fee, Seller may dispose of, or sell the vehicle without any liability to the Buyer or any third party;
- 4) The Buyer shall agree to all routes, mode of transportation either being driven by a driver or carried on a carrier and any changes that Be Forward has selected, including the possibility of transporting via a transit point;
- 5) Seller’s City Delivery price are calculated based charges by the relevant authorities or institutions where the vehicle(s) is being imported. The Buyer shall pay or compensate for any clearing and delivery charges that the Seller or Seller appointed agent will pay on behalf of the Buyer. Any other intermittent penalties, claims, damages, fines and costs which was caused by the Buyer or other relevant authorities and institutions related to the clearance and/or delivery apart from the Seller and its appointed Agents shall also be paid by the Buyer;
- 6) Seller will use all reasonable efforts to deliver the cargo in accordance with the Seller’s normal delivery schedule. However, the delivery schedule is not binding and does not form part of any contract of city delivery. Seller will not be liable for any damage or loss due to delay in carriage. Buyer shall be deemed to have understood and agreed that the deliver(ies) is solely of the Seller’s Agent(s) liability;
- 7) Buyer may choose to engage Seller’s Agent(s) customs clearing and delivery service after Buyer’s payment for the vehicle; provided however such late engagement of Seller’s Agent(s) for customs clearing and local delivery services may not be defined as City Delivery. Any and all the issues arising out of or in relation to Seller’s delivery, whether City Delivery or not, shall be issues strictly between seller’s Agent(s) and Buyer and Seller shall not be held liable for the issues in any ways; provided however in the event that the issued(s) arose when the vehicle was in custody of a third party that are not seller’s agent(s), the liability shall lie in the third party, not in Seller nor Seller’s Agent(s).
- 8) Buyer is deemed to have understood that the City Delivery does not include “Be Forward Warranty” and that “Be Forward Warranty” is an option which Buyer can choose to add for an additional fee during purchase. In order for Buyer to claim for “Be Forward Warranty” Buyer must declare any and all missing part(s), damage(s) and/or defect(s) on vehicle(s) within two (2) days from the date of receiving the vehicle. Missing part(s), damage(s) and/or defect(s) that had already been disclosed to Buyer, whether in visual images, in writing or verbally, prior to Buyer’s act of payment for the vehicle shall not be subject to Be Forward Warranty and, therefore neither shall Seller nor delivery agent(s) be held liable to compensate to Buyer for such missing part(s), damage(s) and/or defect(s);
- 9) Buyer is deemed to have understood that the vehicle(s) purchased from Seller are “used” and are not in perfect condition. Any defect(s) will be investigated and will be subject to “Be Forward Warranty” if the Buyer has opted to purchase Be Forward Warranty service. Buyer who has not include “Be Forward Warranty” during purchase shall not be subject to any Warranty service regardless if City Delivery was purchased, thus neither shall Seller nor delivery agent(s) be held liable to compensate to Buyer for such defect(s);
- 10) Buyer who did not include “Be Forward Warranty” is deemed to have understood that any missing part(s), damage(s) and/or defect(s) will not be subject to any type of reimbursement by the Seller nor by the appointed delivery agent(s), unless the appointed delivery agent(s) is proven to be the cause of any missing part(s), damage(s) and /or defect(s) of the vehicle. Seller may dispose of, or sell the vehicle without any liability to the Buyer or any third party if the Buyer rejects or ignores any type of communication by phone and/or e-mail, whether intentionally or unintentional, to receive the vehicle or pay for any necessary repairs performed on the vehicle that was reported to the Buyer by the appointed Agent.
- 11) Seller has the right to inspect, fix, or repair any damage(s) and/or defect(s) found on the vehicle(s) without notice for safety, security, customs or other regulatory reasons;
- 12) Seller nor appointed delivery Agent shall not be liable for any loss or damage to any cargo caused by reasons beyond its control. Events beyond Seller’s control include, but are not limited to (1) Due to negligence or omission by Buyer’s employees or persons other than those entrusted by Seller (including shippers, consignees, other third parties, postal and customs authorities, and other public servants). (2) Force majeure such as earthquakes, typhoons, storms, floods, dense fog, wars, crashes, bans on entering and leaving ports, riots, internal conflicts, and strikes;
- 13) Seller nor delivery agent(s) shall not be liable, regardless of the reason, for (1) providing any temporary vehicle(s) as an alternative means of transporting, (2) providing any transportation fee, as an alternative means to temporarily leave the point of delivery, nor (3) providing any accommodation fee, to stay at the point of delivery, during the time of “Be Forward Warranty” services to Buyer,
- 14) The invalidity or unenforceability of any agreement stated above shall not affect any other part of these Terms and Conditions.
- 15) Buyer who did include “Be Forward Warranty” and his vehicle had road accident while the delivery, the damage repairs would be covered within the warranty limits (based on BFW terms and conditions), therefore Seller do recommend the Buyer to arrange local insurance for more protection by himself. since the Buyer has NO right to claim the Seller or the Seller appointed agent more than the warranty limits. The buyer who cannot arrange the local insurance by himself has to approach the appointed agent requesting for assistance based on his preferences.

Upon remitting any payment for “City Delivery” service whether in whole or in part, for the vehicle purchased from Seller, Buyer shall be deemed to have understood and agreed to any and all conditions contained herein this Agreement, whether this attachment is opened or not, which shall be deemed to enter into force as a legally binding commercial agreement between Buyer and Seller.