



Autoterminal Japan Ltd.  
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## **Autoterminal Japan Ltd. General Terms and Conditions**

### **Article 1: Terms**

Autoterminal Japan Limited ("ATJ") provides its services in accordance with the General Terms and Conditions set out below (the "Agreement"), All service provision, contracts, agreements and other transactions between the Company and the Customer are governed by the Agreement, and when placing an order for services, The Customer is deemed to have accepted this Agreement. All requests from the Customer shall be in writing and shall be confirmed in writing by ATJ.

### **Article 2: Changes to Terms and Conditions**

ATJ may change these Terms and Conditions without the Customer's consent when ATJ deems it necessary.

In this case, the terms and conditions of use of ATJ services shall be based on the amended Terms and Conditions. Changes to these Terms and Conditions will be published on the website or in a manner separately determined by ATJ from time to time. The amended Terms and Conditions shall become effective from the time of publication by ATJ.

### **Article 3: Services**

The services provided by ATJ are provided with all reasonable care, skill, impartiality and professional responsibility. Any changes to the subject matter of the services provided under these terms and conditions must be agreed in writing between the parties.

ATJ is an independent inspection company engaged in services relating to the pre-export inspection, verification, treatment and certification of vehicles. ATJ shall, in principle, provide the following services:

1. Used vehicle biosecurity inspection, odometer inspection, vehicle appraisal inspection, structural inspection, radiation inspection, export certificates authentication and heat treatment in Japan.
2. Roadworthiness inspection of used motor vehicles in Japan and overseas.
3. Preparation, issue of certificates and reports relating to the above.

#### **Article 4: Prices and Payment**

Service prices shall be notified by ATJ in writing form on a time-to-time basis; ATJ reserves the right to revise the service prices at any time based on market circumstances and/or regulatory demands. The service price shall be the price at the time the service is performed for the customer.

If the ATJ has issued a quotation for the services to be provided and the price of the services is stated, the quotation shall be valid from the date of its issue until the end of the current month.

For pricing of roadworthiness inspections, the average exchange rate of the previous two months shall be used for setting the Japanese yen price.

The customer agrees that all stated prices may be subject to applicable taxes and public charges.

Any additional costs shall be borne by the customer and ATJ shall invoice the customer for such additional costs, providing ATJ has received substantiated claims for such additional costs.

Unless otherwise agreed in writing, the customer shall pay the price of the service together with its associated costs and taxes to ATJ by 15:00 on the business day prior to receiving the Services. Payment shall be made in full amount without any deductions or set-offs and shall be made by bank transfer unless otherwise instructed by ATJ.

ATJ may suspend performance of the Services while the Customer is in default and shall not be liable to the Customer for any loss or damage suffered by the Customer in exercising its rights under this Article.

The customer shall pay ATJ for any costs, disbursements and legal fees owed by ATJ in exercising its rights contained in the agreement, including reasonable solicitor's fees or debt collection agency fees.

If unforeseen problems or costs arise in the course of providing the services, ATJ shall serve to inform the customer and shall be entitled to charge a reasonable additional fee to compensate for the additional time and costs incurred in completing the provision of the services.

#### **Article 5: Customer Obligations**

The customer shall do all necessary things to enable ATJ to fulfil its obligations under the agreement, including:

1. Provide all necessary and required documentation and information in a timely manner, including access to locations and inspection facilities deemed necessary by ATJ
2. Ensure a safe and secure working environment for ATJ employees, including notification and mitigation of all known and reasonably foreseeable hazards

**Article 6: Liability and Indemnity**

ATJ shall carry out its services with due care and skills ATJ shall only be liable for failure to fulfil such obligations if such care and skill is not accompanied and if ATJ's negligence is proven. ATJ's liability for claims for losses or costs arising in connection with a breach of contract and/or failure to exercise due skill and care shall in any case not exceed ten times the fee for the provision of the service agreed between ATJ and the customer. The ATJ's liability shall in any case not exceed 10 times the fee for the provision of the service agreed between the ATJ and the customer.

The customer must give written notice to ATJ within thirty (30) days from the time of discovery of the facts alleged to justify the aforementioned claim. Otherwise, the claim shall be deemed waived. ATJ, its affiliates, agents, and subcontractors and each of its other officers and employees shall be indemnified and held harmless from all claims, including loss, damage, or expense, unless an action is brought within six (6) months from the date ATJ provided the services or, if the services were allegedly not provided, from the date the services would have been completed.

Except to the extent that ATJ is liable for the Customer's loss, damage, or expense under any provision of these Terms and Conditions, the Customer shall indemnify ATJ, ATJ's affiliates, agents and subcontractors and their respective officers and employees against all legal costs and expenses and other things of that nature from third parties and against all claims (or threatened claims) relating to the provision or non-performance of services giving rise to the claim.

ATJ, ATJ's affiliates, agents and subcontractors, and their respective officers and employees shall not be liable for indirect, consequential, or punitive damages (including but not limited to lost profits, lost business opportunities, lost goodwill, product recall costs and/or contract termination).

ATJ shall not be responsible for the results of the investigation if the work areas relating to the agreed scope of services are physically or substantially invisible and/or inaccessible despite reasonable attempts by the inspectors involved and/or the parties involved.

In the event of force majeure (including but not limited to: natural disasters (e.g. floods, earthquakes, tsunamis), war or conflict situations (including terrorism), riots, fires, embargoes, government regulations, strikes or other labour disturbances, system malfunction, communication environment failure or any other cause beyond ATJ's reasonable control), directly or ATJ, ATJ's affiliates, agents and subcontractors, and the officers and employees acting on their behalf, shall not be liable to the Customer for any delay, failure or interruption in the provision of the Services and/or any other obligation directly or indirectly caused by any cause beyond ATJ's reasonable control, if ATJ gives the Customer immediate written notice in its sole discretion of the occurrence of such force majeure. ATJ, ATJ's affiliates, agents and subcontractors, and the officers and employees representing them, shall not be liable or deemed in default to the Customer.

**Article 7: Inspection Certificates/Reports**

In accordance with the customer's instructions, and ATJ's regulatory approvals, ATJ shall issue inspection certificates and/or reports within the scope of the instructions received and/or based on the scope of services agreed by the parties. The ATJ shall not be obliged to refer to or report on the customer's instructions and/or the scope of services.

Unless otherwise agreed, any certificate or report prepared by ATJ is for the exclusive use of the customer only and may not be used by any other person or entity.

If the customer requests the ATJ to send the certificate or report to a third party, that third party may not assert any rights arising from the certificate or report against the ATJ or its agents, subcontractors, officers and employees.

The customer shall not amend, reproduce, or use extracts from the aforementioned certificates and/or reports without prior approval signed by the ATJ.

If the Customer requests ATJ to transmit certificates, reports or inspection results via a dedicated website or email, ATJ may transmit copies of them in accordance with its instructions. In this case, the Customer acknowledges and accepts all possible risks or existent dangers in connection with the foregoing and ATJ shall not be liable, directly or indirectly, for any damage or loss caused or alleged to have been caused in connection with the use of or reliance on the means or methods mentioned above.

### **Article 8: Confidentiality**

Each party shall maintain all confidential and other secret or proprietary information relating to trade and commerce ("Confidential Information") derived from the contractual relationship under these Terms and Conditions, and shall not, without the prior written consent of the other party, except as necessary to fulfil the purpose of the contractual relationship under these Terms and Conditions, The Confidential Information shall not be disclosed or used by third parties.

Confidential information shall not include information that:

- (i) information that is publicly known or accessible, disclosed or received by the receiving party from a third party without breach of confidentiality obligations; and
- (ii) information required to be disclosed to an accredited body for the purpose of the accredited body's assessment or in accordance with any legal or regulatory requirements to which the party receiving the information is subject.

In addition, the ATJ may disclose information to its affiliates, agents or subcontractors in order to fulfil its obligations in relation to customer orders.

### **Article 9: Anti-Social Forces**

The Customer represents and warrants that the Customer and its affiliates and their directors, officers and employees do not and will not fall into any of the following categories:

1. Antisocial forces (organized crime groups, gang members, quasi-gangs, quasi-gangster members, affiliated companies or groups of organized crime groups, corporate racketeers, and other antisocial forces)
2. Individuals or organisations that have a relationship with antisocial forces that indicates substantial involvement of antisocial forces in their activities or management.
3. Individuals or organisations whose activities show a certain level of transactions with antisocial forces or the use of antisocial forces.

4. Individuals or organisations that provide funds or other similar cooperation to anti-social forces for the purpose of maintaining and managing anti-social forces.
5. Individuals or organisations that have socially reprehensible relations with anti-social forces.

If the customer is found to be in breach of the representations and warranties in this clause, ATJ may terminate the agreement without notice and claim damages arising from such breach, and all duties and other obligations owed by the customer to ATJ should be repaid immediately.

#### **Article 10: Intellectual Property**

All copyright and intellectual property in the ATJ services purchased by the Customer shall be fully retained by ATJ. This includes materials, documents, reports, records, publications, procedures, techniques, methods and methodologies, know-how, software, user interfaces and screen designs and all other types of results produced by ATJ in the course of the performance of ATJ services. If the intellectual property rights in the materials, etc. belong to the customer at the initial stage, the customer hereby assigns such rights to ATJ in full and such rights shall become effective immediately.

No use of ATJ's or its affiliates' names, logos or registered trademarks for any purpose is permitted without ATJ's written consent.

This Article 10 shall survive termination or expiration of the Agreement.

#### **Article 11: Miscellaneous Provisions**

The agreement shall comply with the laws of Japan and the parties agree that the Japanese courts shall have exclusive jurisdiction to try any dispute brought under the agreement.