

## Sell/Buy Contract

SHIBAYAMA SHOP (hereinafter referred to as the “Corporation”) is willing to sell vehicles to overseas and the Buyer is willing to buy vehicles from Japan, and a sell/buy contract (hereinafter referred to as the “Contract”) has been concluded as follows:

### Section 1 (Effective date of the Contract)

The Contract shall become effective on the day when the Buyer has received the Contract.

### Section 2 (Modification of this contract)

The Corporation may modify the Contract by sending a notice in advance to the Buyer by fax or e-mail. In this case, the conditions including prices shall be as set forth in the modified contract.

### Section 3 (Invoice and payment)

1. The Corporation shall examine purchase offers submitted by the Buyer as needed. When the Corporation decides that a purchase offer is eligible, the Corporation shall supply the Buyer with an invoice (hereinafter referred as the “Invoice”) that includes the details of the cars subject to sell/buy (hereinafter referred as the “Products”), such as the price of the Products.
2. Upon receipt of the Invoice, the Buyer shall wire transfer 100% of the Invoice amount to the bank account designated by the Corporation. The bank handling charges shall be born by the Buyer.
3. Upon confirmation of receipt of money from the Buyer, the Corporation shall arrange shipping to the port designated by the Buyer.
4. Unless there is a fault on the Corporation side, the Corporation shall not be obliged to refund, for any reason, the Invoice amount received in accordance with Section 3.

### Section 4 (Matter of compliance)

1. The Buyer can not cancel the purchase offer once the Corporation has issued the Invoice.
2. After arrival of the Products at the port designated by the Buyer, the Buyer shall inspect the Products. If there are any problems with the Products, Buyer shall notify the Corporation by e-mail.
3. The Buyer can not notify any problem, if the price of the Products is below USD 5,000.
4. The Buyer has to recognize statutes pertaining to importation of the Products. The Corporation shall not bear any responsibility for claims so far as the Products is delivered within the bounds of the statutes.
5. Any person under the age of 18 may not serve as the Buyer.

### Section 5 (Provision of the support duties)

The Buyer may make inquiry by e-mail at the support center of the Corporation when necessity arises. Office hours and email address of the support center are as follows:

Office hours: 10:00-18:00 Japan standard time (Monday through Friday, except end of the year and New Year holidays, Saturday and Sunday, and other holidays)

E-mail address: [HELP@SHIBAYAMA-SHOP.COM](mailto:HELP@SHIBAYAMA-SHOP.COM)

### Section 6 (Indemnification)

The Buyer recognizes that damages may be incurred by the Buyer attributable to the following matters, and the Buyer shall indemnify the Corporation from such damages.

1. The expenses and damages that may arise during import and custom clearance done by the Buyer.

2. Liability based on nonperformance when the performance of the duties set forth in the Contract is impeded due to a natural disaster, act of God, or other Force Majeure.

Section 7 (Damages)

1. If either of the Corporation or the Buyer is damaged by the other party in connection with the performance of the obligations under the Contract, the damaging party shall indemnify the suffering party against the said damages.
2. In the event that the Buyer delayed in the payment of the Invoice amount etc., the Buyer shall pay a late payment charge at the rate of 14.6% per annum from the due date of payment until the completion of the payment to the Corporation.

Section 8 (Prohibition of the transfer of rights)

The Corporation and the Buyer may not transfer the rights or obligations arising from the Contract to any third party, or give them as security.

Section 9 (Prohibition of re-consignment)

The Buyer may not re-consign the business activities that shall be exercised based on the Contract to any third party.

Section 10 (Court of competent jurisdiction)

The Contract shall be governed by the laws of Japan. Any disputes arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court as the court of first instance.

The Contract has been issued:

On Aug 15th, 2013

SHIBAYAMA SHOP

By: 

Name: HIDEKI SHIBAYAMA

Title: President