

TERMS AND CONDITIONS

As Sinto Auto, our goal is to facilitate our customers in purchasing vehicles from vehicle auctions in Japan.

The websites www.sintousedcar.com - www.auctions.exportcarjapan.com and www.exportcarjapan.com belong to Sinto Auto Dış Ticaret Anonim Şirketi. Please be careful of fake websites. If you have any doubts, please contact us via email or WhatsApp.

Please read these Terms and Conditions carefully and if you have any questions, please contact us so that we can assist you.

1. Terms and Conditions

These Terms and Conditions (hereinafter "Terms") cover all business transactions between Sinto Auto Dış Ticaret Anonim Şirketi, established in Istanbul, Turkey (hereinafter "Seller") and the individual or legal entity who has signed the application form and has agreed to be bound by these Terms (hereinafter "Customer"). These Terms are the complete and exclusive expression of all rights and obligations that exist between the Seller and the Customer.

2. Changes to Terms and Conditions

The Seller may make changes to these Terms. However, if changes are made, the Seller will notify the Customer via email before the changes come into effect. If the Customer continues to do business with the Seller on or after the date the changes come into effect, this will mean that the Customer has fully accepted and agrees to be bound by these revised Terms. The Customer has no right to make changes to these Terms. However, the Seller may consider making changes based on the Customer's suggestions.

3. The Customer

The Customer may be an individual or a legal entity such as a company. When an individual or legal entity registers on the www.auctions.exportcarjapan.com website, they warrant that they have the legal capacity to purchase a vehicle and the Customer agrees to comply with and be bound by these Terms.

Individuals or legal entities become customers when they register on the www.auctions.exportcarjapan.com website or pay a deposit and are accepted as a Customer by the Seller. The Seller may reject any registration at its sole discretion. Seller may, at its sole discretion, discontinue doing business with the Customer at any time. In such event (assuming that the Customer has not breached any of these Terms), Seller will complete the operation of the vehicles and refund the positive balance in the Customer's account less any bank transfer fees.

4. Information Provided by the Customer

The Customer must ensure that it has provided the Seller with the correct information required to do business. Failure to do so may result in loss or additional charges. Seller is not responsible for any loss or damage resulting from such failure. These are the sole responsibility of the Customer.

5. Deposit

The purpose of the deposit is for Seller to ensure that the Customer is a serious individual or legal entity intent on fulfilling these Terms.

- Seller will not consider proxy bids from the Customer unless it has received a deposit from the Customer.
- Customer must pay a deposit determined by the target auction price before Seller can bid on a vehicle on behalf of the Customer.
- If the customer wishes to cancel the membership, the deposit will be refunded in full, provided the customer has not breached these Terms.
- If the customer breaches these Terms, no refund will be made while the breach is ongoing.
- The deposit refund can be processed using a bank transfer or by transferring this amount to the payment due for a vehicle.
- If the customer chooses for the Seller to make the refund using a bank transfer, the cost of the bank transfer will be deducted from the amount sent. The Seller will also not cover any intermediary bank fees or recipient bank fees. In some cases, this may result in the final amount received being less than the amount of the deposit sent.
- If the customer is not in breach of these Terms and is entitled to a refund of this deposit, the refund will be sent within 14 days of receipt of this request in writing.
- The Customer must ensure that the Seller has provided the correct bank details required for the refund.

6. Website and Online Auction System

- Seller will use all reasonable efforts to ensure that the website (sintousedcar.com – auctions.exportcarjapan.com) and associated online vehicle auction system are operational and accessible to the Customer.
- It is the Customer's responsibility to ensure that they have a suitable computer and internet connection to access and use these websites.
- Customer may only use Seller's online auction system to purchase vehicles for export from Seller.
- All Customers are strictly prohibited from re-using auction data and images obtained from Seller's online auction system and from disclosing them to unspecified persons via Customer's social media accounts or websites.
- Customer is responsible for the security of login and password details. Seller cannot see or know the password set by the Customer. In case of forgotten password, the Customer is responsible.



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- When the Seller's online websites are accessed with the Customer's username and password, this will be considered as an action taken by the Customer himself and the Customer will be solely responsible for the consequences of these actions. Therefore, it is vital that you keep your password and username safe and confidential.

- The Seller conducts its business online and therefore the Customer must ensure that it regularly accesses these facilities to receive and enter new information.

- Before making an offer for a vehicle, everything regarding specific proxy offers must be made through the Seller's online system or other means such as e-mail or WhatsApp and must be in writing.

7. Fees

For approximate CFR prices for delivery to your desired country, please ask the Seller before participating in the auction.

FOB costs for Passenger Cars, Pickups, SUVs, Minibuses, Light Commercial Vehicles, Pickups include:

- 1- Auction House Fee
- 2- Successful Bid Fee
- 3- Japan Sales Tax
- 4- Recycling Fee
- 5- Japan transportation cost to bring the vehicle from the auction to the site or port.
- 8- Japan customs cost of the vehicle (customs fee and customs broker fee)
- 9- Seller's service fee.
- 10- Japan parking fee for the first 1 month after the purchase of the vehicle/vehicles

FOB costs do not include:

- 1- The raw purchase price of the vehicle at the auction.
- 2- Loading onto a Container ship for any reason other than a RoRo ship.
- 3- Bargaining fee (Only for vehicles purchased through bargaining)
- 4- International Shipping Fee by RoRo or Container
- 5- International Shipping Insurance by RoRo or Container
- 6- Any extra inspection and certificate (JEVIC, JAAI etc...)
- 7- Extra parking cost in case the vehicle/vehicles stay in Japan for more than 1 month.



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The customer must ask the Seller before participating in the auction whether there is a RoRo trip to the port of the country you want the vehicle and the costs that will occur in case of loading by container if there is no RoRo ship transportation and the approximate international shipping costs.

If you wish, you can also get a price quote from the Seller for the delivery conditions (CFR - C&F) of the desired port, excluding international shipping insurance. Please definitely state to the Seller before participating in the auction that you want to receive an offer in FOB or CFR terms.

International Shipping Fee by RoRo or Container is included in the CFR Delivery conditions, the costs specified in the 6 items that are not included in other FOB costs are not included.

In some cases or to export vehicles to certain countries, additional work may be required in addition to standard export. For example, some countries require a JEVIC or JAAI certificate to import a vehicle. These certificates are subject to an additional fee.

Vehicles that cannot be driven themselves, damaged vehicles, vehicles with fuel or engine oil leaks cannot be loaded onto a RoRo ship and cannot be transported by a RoRo ship. Such vehicles can only be transported by containers.

Larger vehicles such as Trucks-Buses-Tractors have higher FOB costs, ask the Seller about these costs before participating in the auction.

It is the Customer's responsibility to ask the Seller about all documents required for vehicle purchases and whether additional information about specific fees is required before the auction.

As a standard, the Customer is provided with a Commercial Invoice, Bill of Lading and a Japan Customs Document for the vehicle purchased by the Seller. If there are any other documents requested other than these documents, the Customer must definitely inform the Seller about these documents before participating in the auction.

8. Purchasing

The Customer uses the Seller's online vehicle auction system (www.auctions.exportcarjapan.com) to search for vehicles to purchase, obtain information about these vehicles and bid on them. The Seller or Seller's subcontractors bid live at vehicle auctions throughout Japan, attempting to obtain the vehicle at the best price within the Customer's maximum bid.

By placing a proxy bid, the Customer undertakes to pay the full amount due for the vehicle itself and all related expenses if the Customer manages to win the auction. The Seller may set a deadline for this proxy bid request at its discretion, the deadline for proxy bids is 24 hours prior to the auction time.

The Customer may cancel the proxy bid by sending a text message to the Seller's online vehicle auction system or WhatsApp number or Email, clearly stating that the proxy bid must be cancelled. The Customer must enter this message 24 hours prior to the live auction taking place Japan time for the proxy bid cancellation to be valid. The Customer is responsible for all purchases made due to cancellation requests made within 24 hours prior to the auction time, and the cancellation will



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not be processed at the time. The Seller will make every effort to maintain the Customer's bid maximum. However, the nature of vehicle auction bids in Japan may require the Customer to cancel the maximum bid. Bidding close to the candlestick can sometimes result in vehicles being purchased for slightly more than the Customer's limit. However, in these cases, the Seller will deduct from their commission the amount by which the purchased price exceeds the Customer's maximum bid, so that the Customer does not exceed their budget.

“Japanese business day” refers to a weekday that is not a public holiday in Japan and does not fall within the traditional Japanese New Year (late December and early January) or Golden Week (late April and early May) or Obon (mid-August).

9. Making Payments

After the Customer sends the money to the Seller's bank account in Turkey, the payment is deemed to have been made when it arrives in the Seller's bank account.

The Customer should be aware that there is usually a delay of several days from the time the money is sent until it reaches the Seller's bank account.

The amount deposited into the Customer's account is the final amount that arrives in the Seller's bank account after all sender, intermediary and recipient bank fees are deducted.

All sender, intermediary and recipient bank fees are to be paid by the Customer.

The deposit can only be paid by bank transfer, if the vehicle has been purchased, the remaining balance can be paid by bank transfer or by Irrevocable Letter of Credit or Confirmed Letter of Credit, depending on the Customer's request. For payment by Letter of Credit, only Irrevocable Letter of Credit or Confirmed Letter of Credit is accepted by the Seller. If the Customer wishes to pay the remaining payment other than the deposit by Letter of Credit, an extra Letter of Credit fee will be added to the Proforma Invoice. Vehicles purchased by the Seller from the Auction on behalf of the Customer are reserved for shipment to the country and port requested by the Customer and loaded onto a suitable ship after 100% of the proforma invoice sent by the Seller to the Customer reaches the Seller's bank account or after the Customer opens a Letter of Credit in accordance with the terms requested by the Seller. Vehicles purchased before the full payment reaches the Seller's bank account or before the Letter of Credit is opened in accordance with the terms requested by the Seller are never loaded onto a ship. In purchases with a letter of credit, the Customer must send the Seller a draft of the Letter of Credit before opening the Letter of Credit. The Seller has the discretion to accept or reject the Letter of Credit, and the Seller is not obliged to accept the Letter of Credit.

If the period until the Letter of Credit is opened exceeds 1 week, the Seller will charge the Customer an additional vehicle storage fee for each day that has passed. The Seller will not load the vehicle on the ship until this additional storage fee is paid to the Seller by the Customer.

10. Vehicle Ownership



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Vehicles purchased on behalf of the Customer are the sole property of the Seller until the Customer pays the full FOB or CFR price of the vehicle and all other relevant fees.

11. Cancellation of Purchase Transactions

The Customer may withdraw his/her bid and refrain from purchasing the vehicle up to 24 hours before the auction of the vehicle he/she bid on. In order to withdraw his/her bid, the Customer must notify the Seller in writing through the www.auctions.exportcarjapan.com system or via WhatsApp or E-mail. In this case, the deposit paid will be refunded after deducting bank charges. The Customer will pay all bank charges that may occur in money transfers. The entire amount, excluding bank charges, will be sent to the Customer's account by the Seller within 14 days.

If the bid cannot be withdrawn 24 hours before the auction and the vehicle is purchased by the Seller at the auction, the Customer must pay the full price of the purchased vehicle and all costs that will occur. If the price of the vehicle purchased by the Seller at the auction and all other costs that will occur are not paid by the Customer within 2 business days from the date of purchase of the vehicle, the Seller will not refund the deposit received from the Customer, will put the vehicle up for sale at the auction again, and when the vehicle is sold at the auction again, the resale price of the vehicle and the deposit will be deducted from all costs that will occur as a result of the vehicle being brought back to the auction house and sold, and the Customer must pay the remaining costs to the Seller within 2 business days.

12. Vehicle Descriptions

Data, photographs and images of vehicles at auctions in Japan are taken from the auctions and displayed on the Seller's website. This information is displayed as is and therefore the Seller makes no warranty, express or implied, that this information reflects the actual condition of the vehicles.

13. Auction Page Translations

Customers may request a translation of the auction form (auction inspector's report) into English or Turkish for vehicles they are seriously considering bidding on.

Translations are provided to Customers free of charge. However, the Seller reserves the right to decline to provide a translation if no suitable translator is available at the time or may not be able to provide one. The Customer may then decide to proceed without a translation or to cancel the proxy bid.

The translation shall be made in accordance with the information written by the inspector on the auction form in Japanese and may affect the Customer's decision whether or not to place a proxy bid. It will include comments on both negative and positive features.

Here are some things that the translation will not include:



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• Anything in the data about the vehicle displayed in the online car auction system. (For example, the data usually shows information like "air conditioning", "power windows", etc., which the translator will not enter into the translation.)

• Anything written in Roman letters and Arabic numerals on the auction page.

(For example, if the auction page says "2WD" (two-wheel drive), the translator will not enter into the translation.)

• Anything written in Roman letters and Arabic numerals on the "car map" (diagram on the auction page showing the exterior condition of the car). However, anything written in Japanese on the car map will be entered into the translation. The Seller will provide information to help the Customer decipher the information written in letters and numbers on the car map.

14. Language of Communication

The Seller will communicate with the Customer in English or Turkish. The Seller will make every effort to communicate clearly in written and spoken English or Turkish, using standard, internationally accepted business English/Turkish wherever possible.

The Customer is responsible for understanding the Seller's communications. The Seller will not be responsible for the Customer's failure to understand these communications.

Similarly, it is the Customer's responsibility to ensure that its communications with the Seller are in clear, standard, internationally accepted business English or Turkish. We strongly advise Customers to avoid slang and other non-standard expressions. The Seller will not accept any liability for its failure to understand and act on non-standard English/Turkish used by the Customer.

(For example, if you wish to cancel a power of attorney offer, you should enter a message such as "Please cancel this power of attorney offer." In the same case, you should not enter a message such as "Forget it" and hope that we understand that you genuinely wish to cancel.)

15. Advice

The Seller may sometimes offer advice to the Customer. This advice will be given honestly and in good faith. However, it is the Customer's responsibility to evaluate and weigh this advice. The final decision is solely the responsibility of the Customer. Seller shall not be liable for any direct or indirect losses that may arise as a result of Customer relying on this advice.

16. Maintenance

Customer shall perform absolute maintenance upon receipt of the vehicles. Seller recommends that the vehicles be fully serviced and that perishable parts such as oil, oil filters, brake pads, tires, batteries, etc. be replaced.

17. Liability for Damages and Defects



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Seller makes every effort to do business with reputable and conscientious subcontractors and suppliers and makes every effort to be careful and conscientious in his work.

Seller shall be liable for any valid damage or defects that occur while the vehicles are in the possession of Seller or its subcontractors until they pass through customs in Japan.

Seller shall not be liable for any damage or defects caused by third parties before or after the vehicle passes into the possession of Seller or its subcontractors. Seller shall also not be liable for any damage or defects that are not disclosed by third parties prior to Seller winning the vehicle at auction.

For damages that may occur during International Sea Transportation, the Customer must have International Sea Transportation Insurance / Commodity Transportation Insurance for the vehicle given as proxy after it is purchased by the Seller.

18. How to Make Damage Claims

The Customer accepts the vehicles as they are by seeing the pictures in the auction house and agrees to purchase them according to their own wishes and decisions. The Seller's duty in this purchase is to support the Customer in this contract and to mediate the purchase. The Seller cannot give any guarantees and cannot take responsibility for the condition of the vehicles.

The Customer will apply to the insurance company with which it has agreed and has taken out the transportation insurance for all problems that may occur during transportation.

19. Transportation

The Seller will arrange transportation on board as soon as possible when the Customer makes full payment or opens a Letter of Credit. The Seller will allow the Customer to postpone shipping a vehicle provided that there is a suitable area for storage and that the Customer pays all applicable storage fees and other expenses related to storage. The Customer must provide the Seller with correct transportation information (port, recipient information, etc.) when making the deposit payment. Failure to do so may result in delays and potentially additional costs to the Customer. There will be no storage costs for 1 month after the Vehicle is purchased by the Seller, and any additional storage costs incurred in Japan for more than 1 month will be paid by the Customer. In cases where shipping costs are to be paid in Japan (i.e. Freight Prepaid), the Seller will provide the Customer with a proforma invoice issued by the Seller based on the invoice provided by the shipping company as soon as possible and the Customer shall pay the full amount invoiced within 2 days. No official documents will be sent to the Customer until full payment is received.

In case container transportation is required, the Seller shall arrange the loading using the loading companies. All additional costs related to container transportation (loading fee or unloading/handling fee at the destination, etc.) shall be borne by the Customer and the Customer shall be charged the applicable rates.

20. Documents to be Provided

The following basic set of documents shall be provided to the Customer with each purchase:

1. Initial Bill of Lading (hereinafter "BL") or electronic copy of the Delivery Note.
2. Certificate of deregistration (Japanese)
3. Commercial Invoice

If additional documents are required for import, the Customer is solely responsible for informing the Seller prior to making the deposit payment prior to the purchase of the vehicle at auction. Any delays that result in the documents becoming unavailable shall be the sole responsibility of the Customer.

The documents shall be sent to the Customer in a single package by air cargo or courier. There will be no charge for this.

However, if the Customer requests a different method of sending the documents (such as EMS etc.) or if the Customer requests multiple packages for the same vehicle, there may be additional charges.

The Customer may request changes to the bill of lading. However, the Seller cannot guarantee that the shipping company will make these changes. In such case, the Seller cannot be held responsible for this failure. Unless the requested changes are due to an error on the part of the Seller or its suppliers, an additional charge will be charged to the Customer for any changes made at the Customer's request, regardless of their scope.

21. Import Regulations

It is the Customer's responsibility to comply with the import and other regulations of the country into which the Vehicle is imported or unloaded in transit by land to a third country, and to be familiar with these import regulations and requirements. The Seller strongly recommends its customers to use professional local service providers (Customs companies) to ensure compliance with import procedures.

If specific documents are required for import or related procedures, the Customer must notify the Seller of these documents before making a deposit.

22. Expenses After Departure from Japan

A vehicle is deemed to have departed Japan the moment it passes through customs in Japan and all fees/charges incurred after that point are the sole responsibility of the Customer.

23. Payment Terms

For all FOB, CFR and other charges, the Seller must pay the Seller's account within 2 days of the purchase of the vehicle and if a bank transfer is made, the SWIFT Message must be sent by the Customer to the Seller via email. If payment is to be made by letter of credit, the Letter of Credit Draft must be sent by the Customer to the Seller via email.

All amounts due are stated in Japanese Yen. The Customer's sole responsibility is to ensure that the Seller receives the correct Japanese Yen amount at the correct time. The Customer must cover all bank charges and intermediary bank charges on both sides, so that the Seller can deposit the correct final amount into the Seller's bank account.

24. Payment

Payments for vehicles must be made via bank transfer or Confirmed or Irrevocable Letter of Credit. It is the Seller's responsibility to provide the Customer with current and accurate bank information for the account to which the payment will be sent.

The Customer will pay the Seller in Japanese Yen.

If the Customer wishes to pay the Seller in a currency other than Japanese Yen, the Customer may pay in US Dollars or Euros. When such payments reach the Seller's bank account, they will be converted into Japanese Yen by the Seller's bank and if an exchange rate difference occurs, the Customer must immediately pay the difference to the Seller. If the Customer does not wish to pay any exchange rate difference, the Customer must pay the payment to the Seller's account in Japanese Yen.

25. Late Payment and Non-Payment Penalties

If the Customer is late in making a payment under these Terms, the Seller may take any or all of the following actions at its sole discretion:

1. Suspend the Customer's access to the online auction system.
2. Cease operation of the shipping vehicles acquired for the Customer.
3. Retain documentation related to the shipping vehicles.
4. Offer the vehicles acquired for the Customer for sale to other parties at any price determined by the Seller for the sole purpose of collecting the overdue amount.
5. Not take any legal action or other action open to it to collect the overdue amount.
6. Not collect a late payment penalty for each day the payment is overdue. This daily amount is equivalent to 1% of the FOB value of the vehicle on which the payment is overdue.

26. Violation of these Terms

In addition to the penalties set forth above, Seller may, at its sole discretion, suspend the Customer's access to the online auction system and related online systems if the Customer violates any of these Terms. If the Customer violates these Terms and the breach is not resolved and the breach is subsequently corrected, Seller may decide to cease doing business with Customer at its sole discretion.

27. Dispute Resolution



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Seller and Customer agree to resolve any disputes that may arise pursuant to the provisions of these Terms of Business through mutual negotiations in good faith. If reasonable negotiation efforts fail and one or both parties decide to take legal action, such legal action shall be the jurisdiction of the Istanbul Courts of Turkey for dispute resolution under Turkish law. (The application of the CISG is excluded from this contract).