



Terms and Conditions

1. Agreement

- 1.1 These Terms and Conditions are the entire Agreement between Japan Export Vehicle Inspection Center Company Limited (**JEVIC**), the customer (**Customer**), and the guarantors (if any) (**Guarantors**) for the supply of services (**Services**) to the Customer (**Agreement**).
- 1.2 All other implied terms and conditions do not form part of this Agreement.
- 1.3 This Agreement applies to every purchase of Services made by or on behalf of the Customer.
- 1.4 On placing an order for Services the Customer will be deemed to have accepted these terms and conditions. All orders from the Customer are to be made in writing and will be confirmed in writing by JEVIC.

2. Price

- 2.1 The price of the Services will be as advised in writing by JEVIC from time to time (**Price**). JEVIC reserves the right to alter the Price at any time. The Price shall be the price as at the time the Services are performed for the Customer.
- 2.2 Where a quotation is given by JEVIC for Services to be supplied and stating the Price for those Services (**Quotation**), the Quotation is valid for one month from the date of issue.
- 2.3 The Customer agrees that all Prices specified are plus taxes and duties which may be applicable and any insurance/freight/handling charges.
- 2.4 Any additional charges will be at the expense of the Customer, and JEVIC will invoice the Customer for such additional charges, providing any supporting invoices received in relation to the charges.

3. Services

- 3.1 Any Services provided by JEVIC will be supplied with all reasonable care, skill, diligence and professional responsibility.
- 3.2 Any change in the scope of Services supplied under this Agreement must be agreed in writing between the parties.

4. Customer's Obligations

- 4.1 The Customer will do all things necessary to enable JEVIC to perform its obligations under this Agreement including:
 - (a) Provide all necessary and requested documentation and information, including access to locations and equipment deemed necessary by JEVIC;
 - (b) Ensure a safe and secure working environment for JEVIC's employees, including advice and mitigation of all known and reasonably expected hazards;
 - (c) Provide personnel as requested by JEVIC from time to time.



5. Payment

- 5.1 Unless otherwise agreed in writing, the Customer must pay the price of the Services, together with any other associated charges and taxes, to JEVIC by the last day of the month following the date of invoice for those Services (**Due Date**). All payments are to be made in full without any deduction or set-off and paid by bank transfer unless otherwise instructed by JEVIC.
- 5.2 All overdue accounts are to bear interest at JEVIC's sole discretion. If charged, interest is payable at the rate of 8.5% per annum calculated on a daily basis from the due date until the time of actual payment but without prejudice to JEVIC's other rights and remedies in respect of any default.
- 5.3 JEVIC may suspend performance of Services while the Customer is in default and JEVIC shall not be liable to the Customer for any loss or damage suffered by the Customer in exercising its rights under this clause.
- 5.4 The Customer is to pay to JEVIC any expenses, disbursements and legal costs incurred by JEVIC in the enforcement of any rights contained in this Agreement, including any reasonable solicitor's fees or debt collection agency fees.

6. Reservation of Title/Lien

- 6.1 Ownership and title of all services and products (if any) remains with JEVIC until the Customer has paid all monies owed to JEVIC under this Agreement.
- 6.2 In addition to JEVIC's rights under clause 5, if any Services remain unpaid by the Customer following the Due Date, JEVIC shall be entitled to enforce a worker's lien over such of the Customer's chattels in JEVIC's possession for which the Services remain unpaid.

7. Credit Limit

- 7.1 JEVIC may impose a credit limit on the Customer's account and may change that credit limit from time to time without prior notice.

8. Services Expectations

- 8.1 If the Customer believes that they have been supplied with services over their vehicles that do not meet the stated JEVIC inspection scope, then the Customer must advise JEVIC within 7 days of the Vehicles being delivered to the Customer. JEVIC will then collect the Vehicles or arrange for their collection from the Customer and will assess the Vehicles and determine whether the Services performed were outside our stated operational scope.
- 8.2 If in the opinion of JEVIC or its agent that the Services performed were outside the intended scope then JEVIC will at its option re-perform the Services or pay or credit compensation to the Customer or its account an amount not exceeding the Price of the Services.
- 8.3 JEVIC shall have no responsibility in respect of any inspection scope variances if any information about the Vehicles was misrepresented to JEVIC, or any of the Customer's obligations under clause 4 were breached.



- 8.4 If JEVIC elects to re-perform the Services then the Customer shall be responsible for the costs of return of the Vehicles to such location as JEVIC may reasonably specify.

9. Limitation of Liability

- 9.1 Except as provided in this Agreement, JEVIC is not to be liable in any way (including liability for negligence or otherwise in tort or in equity) to the Customer or to any person in connection with the Services supplied or not supplied or the exercise of JEVIC's rights under this Agreement.
- 9.2 In particular, but without limitation, JEVIC (and its agents) will not be liable for any loss of income, profits, savings or goodwill or for any indirect or consequential loss or damages. JEVIC is not liable for delay or failure to perform its obligations under this Agreement if the cause of that delay is beyond its control. In the event that JEVIC is found liable, its liability will not exceed the value of the Services complained of.
- 9.3 The Customer agrees to indemnify JEVIC against any claim brought by any person arising out of JEVIC's supply of any Services under this Agreement.
- 9.4 Both parties warrant that they hold and will continue to hold adequate liability insurance.

10. Assignment and Subcontracting

- 10.1 Neither the Customer nor the Guarantors may transfer any rights, obligations or benefit under this Agreement.
- 10.2 JEVIC may transfer, assign or subcontract its rights and obligations under this Agreement including the right to exercise its security interests, recover unpaid Goods from the Customer's premises and collect outstanding payments from the Customer.

11. Intellectual Property

- 11.1 JEVIC shall retain in full all copyright and intellectual property rights in the Services purchased by the Customer. This includes but is not limited to any materials, documents, reports, records, presentations, procedures, techniques, models, methods and methodologies, know-how, software, user interfaces and screen designs, or any other work of any kind whatsoever created by JEVIC in the course of performing the Services (**Materials**). In the event that any intellectual property rights in the Materials initially vests in the Customer, the Customer hereby fully assigns such rights to JEVIC with immediate effect.
- 11.2 The use of JEVIC's or any associated company's name, logo and/or registered marks for any purpose is not permitted unless agreed to in writing by JEVIC.
- 11.3 This clause 11 shall survive the termination or expiry of this Agreement.

12. Termination

- 12.1 JEVIC may terminate this Agreement at any time and for any reason by giving the Customer notice of that intention in writing.
- 12.2 Unless previously agreed in writing between the parties, the Customer may terminate this Agreement by providing 60 days' notice in writing. The Customer may terminate this Agreement immediately by providing notice in writing where JEVIC becomes insolvent,



enters receivership or administration, or ceases or threatens to cease carrying on business.

- 12.3 Upon termination of the Agreement, all indebtedness of the Customer to JEVIC is immediately due and payable and the Customer is to return (or allow collection of) all property belonging to JEVIC.

13. Anti-Social Forces

- 13.1 **Anti-Social Forces** means:

- (a) An organised crime group;
- (b) A member of an organised crime group;
- (c) A quasi-member of an organised crime group;
- (d) A related company or association of an organised crime group;
- (e) A corporate racketeer; and
- (f) Any other equivalent person of any category listed in clause 13.1.

- 13.2 The Customer represents and warrants that the Customer, its affiliates, their directors, officers and employees do not fall into any of the categories set out below, nor will they fall into any such category in the future:

- (a) Anti-Social Forces;
- (b) A person and/or company having such relationship with the Anti-Social Forces that shows the Anti-Social Forces' substantial involvement in its conduct and/or management;
- (c) A person and/or company whose conduct shows certain dealings with and the use of the Anti-Social Forces;
- (d) A person and/or company who provides financing to and other similar co-operation with the Anti-Social Forces for the purpose of maintaining and managing the Anti-Social Forces; or
- (e) A person and/or company who is engaged in a socially condemnable relationship with the Anti-Social Forces.

- 13.3 If the Customer is found to be in breach of the representations and warranties in this clause 13, JEVIC is entitled to terminate this Agreement and make a request for any damages caused by such a breach without notice, and any and all debts and other obligations of the Customer owed to JEVIC shall become immediately due and payable.

14. Information

- 14.1 The Customer irrevocably authorises JEVIC to obtain from or to provide to any third party any information about the Customer as may be required by JEVIC in connection with its lawful commercial purposes including, without limitation, in determining whether to extend credit to the Customer.

- 14.2 JEVIC will hold any commercially and personally sensitive information gained through the supply of Services confidential, unless it is required to release such information in order to fulfil its legal obligations. This does not include holding confidential any information that is already in the public domain or has been disclosed by the Customer non-confidentially to any third party.



15. Guarantee

- 15.1 In consideration of JEVIC supplying the Services to the Customer, the Guarantor jointly and severally, irrevocably and unconditionally guarantee the punctual payment of all amounts payable by the Customer to JEVIC and the punctual performance of all the Customer's obligations to JEVIC.
- 15.2 The Guarantors acknowledge that they have been advised to obtain independent legal advice prior to signing this Agreement and have been given a reasonable time to do so.

16. Notices

- 16.1 All notices by the Customer are to be served by notice in writing to JEVIC at:
15 Daikoku-Futo
Tsurumi-Ku
Yokohama City
Kanagawa Prefecture 231-0054
Japan
- 16.2 All notices by JEVIC are to be served by notice in writing to the Customer at:
Customer Name
Address 1
Address 2
City Postcode
Country
- 16.3 Notices served by JEVIC may, unless superseded, be served via JEVIC's website.

17. Dispute Resolution

- 17.1 The parties shall meet and discuss in good faith any dispute between them arising out of this Agreement.
- 17.2 If the discussions referred to in clause 17.1 fail to resolve the relevant dispute, either party may (by written notice to the other party) require that the dispute be submitted for arbitration by a single arbitrator. In the event of any such submission to arbitration:
- (a) The arbitrator shall determine the procedure and timetable for the arbitration.
 - (b) The cost of the arbitration shall be shared equally between the parties.
 - (c) The arbitration will take place in Yokohama City, Kanagawa Prefecture, Japan.
- 17.3 Neither party may issue any legal proceedings (other than for urgent interlocutory relief) in respect of any such dispute, unless that party as first taken all reasonable steps to comply with clauses 17.1 and 17.2.

18. Miscellaneous

- 18.1 JEVIC may in its absolute discretion change any of these Terms and Conditions at any time by sending at least 30 days' notice in writing of the change to the Customer's last known address.
- 18.2 JEVIC shall not be deemed to have waived any right to do anything unless that waiver is in writing and signed by an authorised manager of JEVIC.
- 18.3 The illegality, invalidity or unenforceability of any term of this Agreement is not to affect the legality, validity or enforceability of any other term.



- 18.4 JEVIC will not be liable for any delay or failure in the performance of any of the obligations imposed by this Agreement due to circumstances beyond its reasonably control including, without limitation, acts of God, fire, explosions, floods, strikes, work stoppages, slowdowns or other industrial disputes, acts of government or acts of war, terrorism, natural disasters and manmade disasters.
- 18.5 Any electronic copy of this Agreement may be relied upon by the other party as though it were an original copy.
- 18.6 This Agreement shall be governed by the laws of Japan and the parties agree that the Japan courts shall have exclusive jurisdiction to determine any disputes brought under this Agreement.
- 18.7 This Agreement is prepared in English and Japanese, both of which are equally authentic. Should there be any discrepancies between these versions, the English version shall prevail.