SAKURA MOTORS
IMPORT AUT Z JAPONII

VEHICLE IMPORT COMMISSION AGREEMENT

Concluded on ……. in Warsaw (Poland),
between
Karol Paszkiewicz,
residing at ul. Wczasowa 10, 05-270 Marki (Poland),
PESEL No. 90090109594,
conducting business under the business name:
IMPORT USA – AUTO HANDEL KAROL PASZKIEWICZ
ul. Górczewska 30, 01-147 Warszawa (Poland)
NIP No. 125-15-34-107, REGON No. 367834637
hereinafter referred to as the **"Intermediary",**
and

Full name / Company name	
Residential address / Registered office address	
PESEL No. / NIP No.	
Person authorised to represent the company (if applicable)	
Telephone No.	
E-mail	

hereinafter referred to as the **"Purchaser",**

jointly referred to as the **"Parties"**, as follows:

§ 1.

1. The subject matter of this Agreement is intermediation in the purchase of a vehicle in Japan, carried out in accordance with the Purchaser's order.
2. Vehicle covered by this Agreement:
a) Make, model, year according to the auction documentation:
b) VIN No.:
3. The purpose of this Agreement is to transparently define the terms of cooperation in carrying out the process of purchasing a vehicle abroad, with due regard to the interests of both Parties.
4. The Intermediary may provide the Purchaser with information materials presenting the vehicle import process from Japan. Such materials are for information purposes only and do not form part of this Agreement.
5. If the vehicle covered by this Agreement is not successfully purchased at auction and the deposit is left for use in subsequent auctions, the Purchaser may instruct the Intermediary to participate in further vehicle auctions electronically, in particular by e-mail, SMS or online messaging applications (including WhatsApp). Such instructions shall be treated as being carried out under this Agreement and do not require a separate agreement or additional documents to be signed, unless the Parties agree otherwise.

§ 2.

1. The Intermediary acts as an intermediary in the acquisition of a vehicle in Japan and takes steps aimed at verifying the legal status of the vehicle on the basis of available documents and information provided by the seller or auction house.
2. The Purchaser is aware that the vehicle is acquired under the rules applicable to a foreign auction (on an "as is" basis), in accordance with the description and documentation made available by the seller or auction house. The Intermediary organises the purchase process but is not a party to the contract of sale of the vehicle. Responsibility for the technical condition of the vehicle and any physical or legal defects lies with the seller, in accordance with the rules applicable to the contract of sale concluded.
3. The Purchaser acknowledges that the vehicle being purchased is used and may exhibit wear and tear, hidden defects, and mechanical, electrical, electronic or software faults that cannot be detected on the basis of auction documentation, photographs of the vehicle, a standard pre-purchase inspection or inspections performed prior to

purchase. The auction report, auction sheet and optional pre-purchase inspection are for reference purposes and serve solely for a general assessment of the vehicle's condition. They do not constitute a technical expert opinion, workshop diagnostics or a guarantee that the information contained in the auction documentation corresponds to the actual condition or that there are no faults or defects that may become apparent during subsequent use. Information contained in the auction documentation comes from the seller, auction house or other entities involved in the sale of the vehicle. The Intermediary provides such information to the Purchaser with due care and is not liable for errors, inaccuracies or omissions therein unless they result from culpable conduct of the Intermediary. The Intermediary does not provide a warranty as to the technical condition of the vehicle and is not liable for defects disclosed after purchase or delivery of the vehicle unless they result directly from culpable conduct of the Intermediary.

4. Vehicle data provided to the Purchaser, including data presented on the Intermediary's platform, are obtained by automatically retrieving information from the auction house. The year stated in the auction or export documentation may mean the year of first registration or the model year, neither of which necessarily corresponds to the year of manufacture. Such information must be read in accordance with the designation in the source document. The service does not include separately establishing or confirming the year of manufacture with the manufacturer or an authorised service centre, unless the Parties agree otherwise. This provision does not exclude the duty to exercise due care or the Purchaser's statutory rights.

§ 3.

1. The Parties establish the following payment terms:

a. **Stage 1:** Upon signing the Agreement, the Purchaser pays a deposit equal to 10% of the anticipated bidding amount, but not less than PLN 5,000, as security for performance of the order. The commission is calculated in accordance with the applicable price list and amounts to not less than PLN 4,000 net plus VAT. For vehicles with a purchase price of JPY 15,000,000 or more, the commission amounts to 3% of the vehicle purchase price converted into Polish zlotys at the average JPY exchange rate published by the National Bank of Poland (NBP) for the last business day preceding the date of purchase of the vehicle. The commission calculated in this way is a net amount, to which the applicable VAT is added. The specific amount of the commission is stated each time in the cost estimate before bidding. If the vehicle is not successfully purchased at auction, the deposit is refunded in full within 2 business days from the date on which the Intermediary receives the Purchaser's refund instruction or, at the Purchaser's request, remains available for use in subsequent auctions. After the vehicle is purchased, the deposit is credited towards the Intermediary's remuneration. The invoice for the Intermediary's remuneration is issued after the vehicle is collected by the Purchaser or a person authorised by the Purchaser at the agreed collection location. The deposit is settled after the invoice is issued. If the deposit is less than the amount due under the invoice, the Purchaser pays the difference by the deadline stated on the invoice. If the deposit exceeds the amount due under the invoice, the excess is refunded to the Purchaser within 2 business days from the date of issue of the invoice or, at the Purchaser's request, remains available for use in subsequent auctions.

b. **Stage 2:** Within 2 business days from the date of purchase of the vehicle, the Purchaser is required to pay the purchase price of the vehicle in JPY, including the successful bid price of the vehicle, the Japanese broker's commission and costs associated with transporting the vehicle to Europe, to the bank account of the broker in Japan indicated by the Intermediary, in accordance with the transaction settlement statement provided. Payment may be divided into more than one bank transfer in accordance with the settlement structure indicated by the Intermediary. The broker then settles the transaction with the seller or auction organiser. In the event of a delay in payment, fees arising from the auction house's or broker's regulations may be charged, in particular fees related to vehicle storage.

c. **Stage 3**: The next payment is made by bank transfer by the Purchaser to the customs agency in the Netherlands. The amount payable includes costs related to unpacking the container, customs handling and payment of applicable customs duty and VAT. In the course of customs clearance, the customs authority may verify the value of the vehicle in accordance with applicable regulations. If a different value is determined, this may affect the amount of customs and tax liabilities. Any additional inspection activities may involve fees or costs resulting from decisions of the customs authorities.

d. **Stage 4:** The Purchaser pays the fee for land transport of the vehicle from the port in the Netherlands to the collection location agreed by the Parties. In the case of payment in cash, payment is made when the vehicle is collected by the Purchaser or a person authorised by the Purchaser. In the case of payment by bank transfer, payment is made after collection of the vehicle, by the deadline stated on the invoice or in the transport cost statement.

e. After the auction is won, the vehicle is directed straight to the export port or a customs/forwarding agency in Japan to be prepared for sea transport. The Intermediary does not store the vehicle independently in Japan, and transport, port and loading activities are carried out by third parties. If damage occurs during domestic transport or port operations, the Intermediary, exercising due care, will take organisational steps and cooperate with the Purchaser in reporting the damage and pursuing claims against the responsible entity.

f. After the vehicle is delivered to the export port or forwarding warehouse in Japan, the Intermediary will provide the Purchaser with up-to-date photographic documentation of the vehicle prepared before shipment. Any damage or discrepancies not indicated in the auction documentation, auction report or pre-purchase inspection report must be reported by the Purchaser to biuro@sakuramotors.pl within 7 days of receiving the photographic documentation. Failure to report within this time may make it impossible to successfully pursue claims against entities responsible for the damage. In the case of vehicles purchased without an additional pre-purchase inspection, assessment of changes in the vehicle's condition is based on the auction documentation, the scope of which may not allow all minor damage or signs of use to be identified.

g. Transport of the vehicle from the port in the Netherlands to the collection location agreed by the Parties is carried out by subcontractors holding valid carrier's liability insurance (OCP), to the address indicated by the Purchaser. Upon collection of the vehicle, the Purchaser is required to inspect it and prepare photographic documentation. Damage or discrepancies that may have arisen during transport must be reported by the Purchaser to biuro@sakuramotors.pl within 14 days of collection of the vehicle, together with a description and photographic documentation. Failure to report within this time may make it impossible to successfully pursue claims against the carrier or other responsible entities. The Intermediary responds to the Purchaser's complaints, including reports referred to in points f and g, within 14 days from the date of receipt. The response, containing the Intermediary's position and the reasons for it, is provided on paper or by e-mail to the e-mail address indicated by the Purchaser.

h. The Purchaser also bears all other costs associated with import and with admitting the vehicle to road traffic and registering it, including, in particular, excise duty, document translation costs, technical inspections, any modifications required by applicable law, official fees, vehicle registration costs, the cost of registration plates and the cost of mandatory third-party liability insurance in the Republic of Poland.

i. Collection and unloading of the vehicle at the place indicated by the Purchaser are, as a rule, the Purchaser's responsibility. The place of collection should allow safe access and unloading of the vehicle by a car transporter or recovery truck. In the case of damaged or inoperative vehicles or where access is impossible, the Purchaser shall ensure suitable collection conditions or the Parties shall agree an alternative place for handover of the vehicle.

j. The Purchaser acknowledges that vehicle prices and costs associated with their purchase and transport are denominated in foreign currencies, in particular JPY and EUR. The final amount of these costs in Polish zlotys depends on the exchange rate applied by the bank or other currency exchange service provider used by the Purchaser, and on any currency conversion and bank transfer fees. The rates and fees applied may differ between Purchasers. The above does not apply to conversion of the Intermediary's commission, which is governed by the rules set out in point a.

k. Before bidding, the Intermediary may arrange an inspection of the vehicle or obtain a report from Japan. The Purchaser undertakes to remain contactable and provide a decision on participation in the auction within the time specified by the Intermediary. Failure to respond, make contact or provide a decision within the agreed time, despite prior confirmation of participation, shall be deemed a withdrawal and may result in an organisational fee of PLN 500 net being charged. The fee is not charged if the withdrawal results from material reservations disclosed in the report or inspection. If the organisational fee is charged in accordance with this point, it is deducted from the deposit paid. The Intermediary informs the Purchaser that the fee has been charged and deducted.

The deposit referred to above shall be paid to the Intermediary's bank account:

mBank: 18 1140 2004 0000 3002 7704 6977
ING Bank Śląski: 14 1050 1025 1000 0091 2028 9328
Bank transfer reference: "Deposit for vehicle import"

§ 4.

1. The Purchaser may purchase optional cargo transport protection, the cost of which is 3% of the value of the successfully purchased vehicle, but not less than JPY 50,000. The protection is provided by the export partner and covers transport damage arising during sea carriage: in RO-RO transport, from loading of the vehicle onto the vessel until unloading at the destination port, and in container transport, from loading of the container onto the vessel until its unloading. The protection does not provide for an individual policy issued in the Purchaser's name. If the protection is not purchased, the risk of damage arising during sea carriage is borne by the Purchaser.

§ 5.

1. The Intermediary undertakes to exercise due care in arranging and importing the vehicle from Japan to the place agreed with the Purchaser within up to 120 days from the date of purchase of the vehicle in Japan. This period is indicative and may change for reasons beyond the Intermediary's control, in particular due to sea transport schedules, port procedures, customs clearance, logistics conditions or actions of third parties involved in the import process.

2. The Intermediary is responsible for proper performance of activities carried out directly by it and for organising the import process with due care. Activities connected with the auction, sale of the vehicle, transport, port handling, customs clearance and export are performed by independent third parties, which are responsible for the activities they perform in accordance with applicable law. The Intermediary coordinates the import process and, where necessary, supports the Purchaser in clarifying the matter and pursuing claims against the responsible entity.

3. If the Purchaser withdraws from carrying out the vehicle purchase after winning the auction, the Purchaser is required to cover justified costs incurred in connection with performance of the order, in particular auction and transport costs and the Intermediary's remuneration. If the vehicle has to be re-listed at auction, the Purchaser bears any difference between the purchase price and the price obtained upon resale.

4. Due to the binding nature of foreign vehicle auctions, after winning the auction the Purchaser is required to complete the vehicle purchase transaction in accordance with the auction terms. In this respect, the Purchaser has no right to withdraw from the effects of the successful bid.

5. The date of release of the vehicle is the day on which it is physically handed over to the Purchaser or a person authorised by the Purchaser. The Intermediary separately provides the Purchaser with the following vehicle documents:

a) the vehicle purchase invoice;

b) customs clearance documentation;

c) the export certificate.

The documents are provided after collection of the vehicle and full settlement of all amounts due under the Agreement, including purchase and import costs and the Intermediary's remuneration. Once these conditions have been met, the documents are promptly sent by courier to the address indicated by the Purchaser or made available for personal collection, at a previously agreed time, at the Intermediary's office at ul. Górczewska 30, 01-147 Warszawa (Poland).

The documents are delivered separately from the vehicle. Their delivery may be delayed if the shipment from Japan containing the export certificate or other documents is delayed or lost. In such a case, the Intermediary informs the Purchaser, takes steps to obtain the documents and provides them promptly upon receipt.

6. The Purchaser acknowledges that vehicles imported from Japan may differ from European versions, in particular in terms of technical parameters, lighting, exhaust emission standards or equipment, and may require adaptation to the requirements applicable in the Republic of Poland.

7. The Purchaser also accepts that any changes in applicable law, including regulations concerning admission of a vehicle to road traffic, may affect the possibility of registering the vehicle or may require additional adaptations. The Intermediary is not liable for consequences arising from such changes or official requirements.

8. The Purchaser is required to collect the vehicle on the date agreed with the Intermediary, no later than within 30 days from being informed that collection or delivery is possible. In the event of delay, failure to consent to delivery on the agreed date or lack of cooperation by the Purchaser, all vehicle standstill, safekeeping or storage costs are borne by the Purchaser.

9. The Intermediary organises transport and storage of the vehicle using cooperating entities. Responsibility for activities performed by third parties lies with those entities in accordance with applicable law, while the Intermediary, insofar as possible, supports the Purchaser in clarifying any claims.

10. After the container is unloaded at the port in the Netherlands, parking at the customs agency is free of charge for 10 days from the date of unloading. After that period, in the event of delays attributable to the Purchaser, the agency may charge a parking fee of EUR 15 for each additional day of storage, and such costs are borne entirely by the Purchaser.

11. If any amounts due under this Agreement are not settled on time, the Intermediary is entitled to withhold release of the vehicle and all original documents relating to the vehicle remaining at the Intermediary's disposal, in particular the export certificate, purchase invoice, customs clearance documents and other documents necessary for registration or disposal of the vehicle, until the Purchaser's obligations under this Agreement have been fully settled.

12. If the Purchaser fails to cooperate for reasons attributable to the Purchaser, all additional standstill, storage and transport costs and fees charged by third parties are borne by the Purchaser.

13. The Purchaser acknowledges that transport costs, in particular sea freight, land transport, port charges and logistics services, may change for reasons beyond the Intermediary's control, including changes in carrier rates, fuel prices, exchange rates or the situation on the international transport market. The Intermediary will inform the Purchaser of a change in costs after receiving information about changed rates.

§ 6.

In fulfilment of the information obligation arising from Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the "GDPR", the Intermediary informs that:

1. The controller of your personal data is Karol Paszkiewicz, conducting business under the business name "Import USA - Auto Handel Karol Paszkiewicz", ul. Górczewska 30, 01-147 Warszawa (Poland), NIP No.: 1251534107, REGON: 367834637 (hereinafter: the "Controller"). The Controller may also be contacted at: biuro@sakuramotors.pl.

2. Your personal data were obtained in connection with the conclusion of this Agreement and will be processed for the following purposes:

a) conclusion and performance of the Agreement – pursuant to Article 6(1)(b) GDPR,

b) compliance with legal obligations incumbent on the Controller, in particular tax and accounting obligations – pursuant to Article 6(1)(c) GDPR,

c) establishment, pursuit or protection of any claims and archiving of settlement documentation – pursuant to Article 6(1)(f) GDPR, i.e. the Controller's legitimate interest.

3. Your personal data may be disclosed to entities cooperating with the Controller in the performance of this Agreement, in particular entities providing transport, logistics, forwarding, auction, accounting, legal or vehicle registration services.

4. Data may also be transferred outside the European Economic Area (EEA), in particular in connection with performance of import services. In such a case, the data are transferred in accordance with the GDPR, in particular on the basis of an adequacy decision or using appropriate legal safeguards.

5. Your personal data will be stored for the term of the Agreement and subsequently for the period required by law and for the period necessary to protect or pursue claims.

6. Provision of personal data is voluntary, but constitutes a contractual requirement necessary to conclude and perform this Agreement. Failure to provide the data may make it impossible to perform the services under the Agreement.

7. In connection with the processing of personal data, you have the right to:

a) access personal data,

b) rectify the data,

c) erase the data in cases provided for by law,

d) restrict processing,

e) object to processing of the data,

f) data portability – to the extent arising from Article 20 GDPR,

g) lodge a complaint with a supervisory authority.

8. The supervisory authority in Poland is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa.

9. Your personal data will not be used for automated decision-making, including profiling.

§ 7.

1. Matters not regulated by this Agreement shall be governed by the provisions of the Civil Code and other applicable provisions of law.

2. Amendments to this Agreement must be made in written or documentary form (including electronically), otherwise they shall be null and void.

3. Any disputes arising from this Agreement shall be resolved by the court having jurisdiction in accordance with applicable law and, in the case of Purchasers who are entrepreneurs, by the court having territorial jurisdiction over the Intermediary.

4. The Agreement has been drawn up in two counterparts of identical wording, one for each Party.

5. If the Purchaser is a consumer, this Agreement is subject to the applicable consumer protection laws. The provisions of the Agreement do not prejudice the rights vested in the consumer under those laws.

6. The Agreement may be concluded using means of distance communication, in particular electronically. The Parties jointly declare that conclusion of the Agreement in this form has the same legal force as conclusion in written form.

Intermediary	Purchaser
……	……