

## **AGREEMENT FOR IMPORTING THE VEHICLE**

Agreement No: IMP/..... concluded on ..... between:

(Name and address) .....

.....

VAT ID .....

hereinafter referred to as the „Customer”

and

Kuruma Trader S.R.O. , Dvorakova 271, Stare Mesto, 73961 Trinec, Czech Republic

VAT ID: CZ07895429

hereinafter referred to as the „Contractor” or “Kuruma Trader”.

The Customer and the Contractor hereinafter are collectively referred to as the "Parties"

### **§ 1**

#### **Subject-matter of the agreement**

1. The subject of the Agreement is acting on behalf of the Customer in order to purchase a vehicle specified in detail in the "Vehicle Specification" annex, which is an integral part of this agreement.
2. In the case of separate arrangements between the Parties, made in particular in the form of an e-mail, SMS or via WhatsApp, the vehicle parameters may differ from those specified in the "Vehicle Specification" annex.
3. As part of the performance of the contract, Contractor undertakes to perform the following actions in the name and on behalf of the Customer:
  - a) attempt to find an offer for sale of a vehicle defined in the 'Vehicle Specification' annex,
  - b) attempt to bid on the vehicle through a Japanese contractor at an auction conducted in Japan,
  - c) in the event of winning the auction - providing the Customer with a purchase document and information needed to pay the price for the auctioned vehicle (including the costs of commission of Japanese contractor and the costs of sea transport to the European port).
4. In the case of separate arrangements between the Parties, the Contractor may also undertake to:
  - a) organize or advise on organizing the transport of the vehicle for the Customer to the specified destination
  - b) assist in the preparation and submission of documents necessary to bring the vehicle to the specified destination
5. The Parties declare that this Agreement is concluded for the duration of conducting the purchase procedure and exporting the vehicle from Japan to Europe, no longer than a period of 12 months. In the event of non-performance of the entrusted task for reasons not attributable to Kuruma Trader, the Contractor may refrain from further performance of the contract, unless the Parties agree otherwise.

### **§ 2**

#### **Conditions for the performance of the agreement**

1. The Customer undertakes to pay for the auctioned vehicle (including the cost of the foreign contractor and the costs of sea transport to the port in Europe) within 3 days from the date the Customer was informed about the successful bidding by the Contractor.

2. The Contractor will provide information about the auction of the vehicle and the data necessary to pay for the vehicle via e-mail or WhatsApp application.
3. Lack of timely payment or incomplete payment for the auctioned vehicle or the will result in charging the Customer with a contractual penalty in the amount of 20% of the vehicle price together with the costs listed in § 2 point 1, but not less than EUR 3,000.00 (three thousand euro).

### **§ 3**

#### **Contractor's Remuneration**

1. For the performance of the scope of this Agreement specified in § 1 point 3, the Contractor will receive a remuneration in the amount of: 2000 EUR (two thousand euro) payable to account IBAN: CZ12 2010 0000 0023 0165 7195 (Fio Banka, SWIFT/BIC Code FIOBCZPPXXX, please include comment "Vehicle import agreement").
2. The Customer undertakes to pay the remuneration specified in § 3 point 1 to the Contractor within 5 days from the date of signing the Agreement.
3. In the event of non-payment of the remuneration referred to in § 3 point 1, the Agreement shall be automatically terminated, unless the Parties agree otherwise.
4. If the Contractor does not find a vehicle within the agreed duration of the Agreement, the Customer has the right to withdraw from the Agreement. The Contractor will refund to the Customer the amount of remuneration referred to in §3 point 1 minus the actual costs incurred on finding an offer of a vehicle corresponding to the Customer's requirements (ex. vehicle inspection cost – 100 EUR/vehicle).
5. In the case of ordering the Contractor to perform the activities listed in § 1 point 4 and other separately agreed, Kuruma Trader is entitled to additional remuneration in the amount separately agreed.

### **§ 4**

#### **Withdrawal from the contract**

1. The Customer who has concluded the Agreement at a distance has the right to withdraw from the contract within 14 days from the date of signing the contract.
2. The Customer who has requested to perform services before the deadline for withdrawal from the contract may withdraw from it, but is obliged to pay for the services provided until the withdrawal.

### **§ 5**

#### **Other provisions**

1. The price of the vehicle includes the cost of buying (auctioning) the vehicle together with the commission for the foreign contractor, the cost of sea transport to a port in Europe, the cost of insuring the vehicle for the time of transport, the costs of deregistration and issuing vehicle documents.
2. The price of the vehicle does not include customs and stamp duties (customs, excise duty, VAT), costs of customs agencies' services, possible costs related to the preparation of additional documentation (especially the opinion of an expert appraiser) and translation of documents.
3. The price of the vehicle does not include the possible costs of bringing the vehicle to a technical condition enabling the vehicle to be registered and to be put into service in the country of destination. The Customer is responsible for performing these activities, and therefore shall bear all related costs
4. The Parties agree that in the case of ordering Kuruma Trader to organize customs clearance in Europe, transport to the specified destination from a port in Europe, preparation of documents

listed in § 5 point 2, the Customer undertakes to pay all costs related to this activity on the basis of an invoice issued by Kuruma Trader or contractors cooperating with Kuruma Trader.

5. The estimated date of the final execution of the agreement shall be set by the Parties at approximately 210 days from the date of informing the Customer by Kuruma Trader about the auction result, however this deadline may be extended or shortened for reasons beyond control of Kuruma Trader.
6. Kuruma Trader undertakes to inform the Customer about the date of delivery of the vehicle to the Customer at least 5 days before the expected date.
7. If the Customer does not collect the vehicle within the period referred to in § 5 point 6 of this Agreement, the Customer shall bear full responsibility for the vehicle (including liability for damage or loss of the vehicle) for the entire period until the vehicle is collected, and he will be charged with all costs related to the storage of the vehicle.
8. The Contractor shall not be liable for any physical defects and legal defects of the vehicle. The Contractor is not liable under the warranty, as the vehicle is not owned by the Contractor.
9. The parties agree that they will not be liable for delays in the performance of their obligations under this agreement resulting from force majeure. For the purposes of this contract, force majeure means an extraordinary, external event that could not be foreseen and which not could be prevented.
10. In order to execute the agreement the Customer grants the Contractor an appropriate power of attorney, which is an integral part of this Agreement.
11. Any possible amendments to this Agreement require a written form to be effective. An agreed change to the parameters or maximum price set out in the "Vehicle Specification" annex does not constitute a change to the Agreement.
12. The Parties agree that the mutual declarations of the Parties shall be effectively made at the time of:
  - a) delivery to the Party of a document containing a declaration by traditional correspondence sent to the address indicated in the initial part of this Agreement,
  - b) delivery to the Party of an e-mail containing the statement to the following address:  
mail: ..... (Customer)  
mail: [office@kurumatrader.com](mailto:office@kurumatrader.com) (Contractor)
  - c) provide a statement in an oral form, including during a telephone conversation, whereby the Parties will contact each other at the following telephone numbers:  
tel: ..... (Customer)  
tel: +48 666 222 770, +48 666 222 510 (Contractor)
13. The Agreement was drawn up in two identical copies, one for each Party.
14. All matters not regulated by this Agreement are regulated by the provisions of the Civil Code.

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(Contractor)

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(Customer)

**VEHICLE SPECIFICATION**

To the Agreement No IMP/.....

**Data and detailed specification of the vehicle:**

- 1. Brand: .....
- 2. Model: .....
- 3. Year of manufacture: .....
- 4. Mileage: .....
- 5. Preferred paint colour: .....
- 6. Preferred interior colour: .....
- 7. Preferred equipment:  
.....  
.....  
.....
- 8. Maximum auction price: ..... JPY
- 9. Remarks:  
.....  
.....  
.....

\_\_\_\_\_  
Sign of the Customer

**POWER OF ATTORNEY**

I authorize Michał Goźliński (DEU993802) and Mariusz Goźliński (AVG982590) to undertake on my behalf all activities to purchase a vehicle and bring the indicated vehicle into the territory of EU.

The proxies are authorized, in particular, to represent and replace me before all Czech and foreign public administration bodies, tax authorities, customs authorities.

The proxies are also authorized to make declarations of intent on my behalf.

\_\_\_\_\_  
Sign of the Customer

## CONSENT FORM FOR THE PROCESSING OF PERSONAL DATA

In order to perform the concluded Agreement, it is necessary for you to consent to the processing of personal data on the basis of the Regulation of the European Parliament and of the Council of the European Union of 27.04.2016 on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as GDPR).

### Personal data controller

Please be advised that the administrator of personal data (hereinafter referred to as the "Administrator") is Kuruma Trader S.R.O. operating at Trinec, Dvorakova 271, Stare Mesto, 73961 Czech Republic.

### Purposes of personal data processing

Providing personal data is voluntary, but necessary to use the Administrator's services. Personal data may be processed in order to conclude the Agreement, perform the Agreement and provide services by the Administrator and exercise the rights resulting from the power of attorney granted (Article 6(1)(b-c) of the Regulation).

### Period of storage of personal data

Personal data are processed by the Administrator for the duration of the concluded Agreement and the duration of the power of attorney granted, and after their expiry - in connection with the legal obligation resulting from generally applicable provisions of law - for the time necessary to achieve the objectives, until the expiry of the limitation period for any claims related to the performance of the contract.

### Sharing of personal data

The Administrator may share your personal data with entities supporting the Administrator in the provision of services / performance of the concluded Agreement.

### Rights of the provider of his personal data

In connection with the processing of personal data, you have the right to: 1) access your data, 2) rectify your data, 3) delete your data, 4) limit the processing of your data, 5) object to the processing of your data, 6) transfer your data, 7) lodge a complaint to the supervisory authority.

### Securing personal data

The Administrator applies technical and organizational measures to ensure the protection of processed personal data appropriate to the threats and categories of data protected, in particular protects the data against their disclosure to unauthorized persons, processing in violation of regulations and change, loss or destruction.

I, the undersigned, agree to the processing of my personal data in the above scope and declare that I have read the instruction regarding the right to access my data and the possibility of correcting them. My consent can be revoked at any time.

(date) \_\_\_\_\_

(sign) \_\_\_\_\_