

Terms of Use

1. GENERAL

Auto Galaxy CO., LTD. (AG) operates the website <https://autogalaxy.tokyo> (the site) in accordance with the following terms of use (terms). By using the site, you acknowledge you agree to these terms.

2. COPYRIGHT

Copyrights to all content on the site belong to AG. Reproduction or use of content on the site is prohibited.

3. OTHER AGREEMENTS

These terms govern all transactions except where AG signs a separate written contract with you. If AG signs a contract with you, that contract will prevail wherever that contract and these terms differ.

4. NON-ENGLISH TERMS

Only the English version of these terms is authoritative. Non-English translations are inoperative and intended for only convenience.

5. PRICING AND SALE

Cars are priced in United States dollars or Japanese yen and, unless otherwise stated in writing, sold on CFR (Cost and Freight) or FOB terms.

6. PAYMENT

Full payment is required by your electronic funds transfer. After confirmation of AG's receipt of your electronic funds transfer, AG starts action of any preparation works for the car. Bank charges and other transaction costs are not included in the invoice price and payable by you.

7. DELIVERY AND SHIPPING

After full payment, AG books shipping subject to carrier's terms. The place of delivery is carrier's facility. Risk passes to you on tender to the carrier. Carriers' schedules are approximate, and AG will not be liable for carrier delay, error, or

nonperformance. You must comply with applicable import law and procedure, including limits to car age, class, and drive side. AG will not be liable for noncompliance or denied entry. On receiving shipment, AG advises checking and refilling engine oil, radiator coolant, and other consumables.

8. DOCUMENTS

Original transportation documents are released and sent to you only after full payment. You must make timely full payment for processing and sending. AG will not be liable for loss arising from damaged, delayed, erroneous, lost, non-amended, non-issued, or retained documents.

9. NONPAYMENT AND CANCELATION

If you fail to pay AG the full invoice price prior to due date, the car will be deemed unpaid, and you might forfeit any part payment. AG is entitled to possession of and may resell an unpaid car. After AG tenders a car to the carrier, the order becomes non-cancelable.

10. SITE CONTENT

AG exercises due care in posting information on the site; however, AG makes no warranty of completeness, accuracy, validity, or safety thereof. AG will not be liable for loss arising from decisions or actions taken by you reliant on information posted on the site.

11. NONPARTY PROVIDERS

You acknowledge nonparty service providers, including banks and carriers, are not controlled by or related to AG, and AG will not be liable for loss arising from their use, to a car in nonparty custody, or for nonparty delay, error, or nonperformance.

12. WARRANTY

AG offers the site and cars *as is* without warranting fitness for your particular purpose and merchantability. AG warrants only that cars correspond to descriptions on the site, and a car is deemed defective only if not corresponding to description. AG will not be liable for disclosed car defects.

13. LIMITED LIABILITY

AG will not be liable for more than the invoice price of the subject car(s); consequential, indirect, or punitive damages; or lost business, profit, or use.

14. INDEMNITY

You shall indemnify AG for loss arising from your breach of these terms, negligence, wrongdoing, or violation of contract or third-party rights or law.

15. ANTICORRUPTION

AG complies with the Japan Unfair Competition Prevention Act, OECD Convention on Combating Bribery of Foreign Public Officials, and other anti-corruption applicable law. Any contravening transaction is prohibited.

16. ANTI-SOCIAL FORCES

AG never deals with organized crime and takes measures to prevent anti-social transactions, including screening business partners for anti-social affiliations and including terms excluding anti-social forces in procurement and sales contracts. Any contravening transaction is prohibited.

17. SECURITY EXPORT CONTROL

AG complies with Japan Foreign Exchange and Foreign Trade Act export controls, including list controls and catch-all controls and other applicable laws and regulations to prevent illegal weapons development. Any contravening transaction is prohibited.

18. MISCELLANEOUS

These terms constitute the entire agreement between you and AG, and a forbearance in exercising or requiring satisfaction of a provision, act, omission, or course of dealing will not waive a right, remedy, or condition. If part of these terms is held unenforceable, the rest remains effective as written except where held unenforceable. These terms are governed and adjudicable by only the laws and courts of Japan.