

**BE FORWARD WARRANTY: Terms and Conditions**  
**WGS.210415.837**

BE FORWARD WARRANTY (hereinafter referred to as "BFW") is a service rendered by Be Forward (hereinafter referred to as "Seller") to its direct Buyer(s) to cure the Buyer's additional cost of losses, damages or malfunctions on their vehicle(s), purchased from or through Seller, during the vehicle's shipping procedures destined to mutually agreed delivery point.

*\*Any and all "Be Forward" or "Seller" below signify Be Forward Co., Ltd., having its principal office in Chofu City, Tokyo, Japan.*

*\*\*Any and all "Buyer" below signify a buyer, who directly negotiates the purchase of the vehicle from Seller.*

*\*\*\* Any and all "FOB" below signify the price of the vehicle alone finally agreed between Seller and Buyer.*

**1. Service Definition and Buyer's Obligations to Claim for the Service Benefit**

**1.1 BFW** Seller shall render BFW to Buyer as Seller's services to cure the Buyer's additional cost to recover the losses, damages or malfunctions on Buyer's vehicle(s), purchased from or through Seller, strictly under the conditions set forth herein below; provided however it is mandatory for Buyer to: 1) find a place and means of cure and transporting of the vehicle between the place of cure and the place of vehicle storage, unless otherwise set forth as in below; and 2) turn in all the materials required by Seller as set forth below, prior to the cure process and within a certain time limit set by Seller. 3) BFW Warranty is no more than a financial support program and does not offer to arrange vehicle parts or provide the Buyer with the vehicle parts. It is the responsibility for the Buyer, before purchasing a vehicle from the Seller, to research or verify if the Buyer can procure or obtain the vehicle parts or if there are professional garages with knowledge for the model of the vehicle in the country where the Buyer lives or has an office.

**1.2 Reimbursement for Missing parts or items**

**1.2.1** Missing parts or items not vital to the driving performance of the vehicle shall be directly reimbursed by cash. The reimbursement shall be conducted in accordance with a prearranged amount per part/item as per Exhibit A. Damage on any decorative accessories that does not affect the functionality of the parts shall not be covered.

**1.2.2** Missing parts and/or items vital to the driving performance of the vehicle shall be reimbursed by cash and the amount shall be determined by Seller in its sole discretion.

**1.2.3** The amount to be reimbursed to Buyer shall be capped by a maximum limit amount as set forth as follows: a) Vehicles with FOB prices below US\$ 500: amount may be up to US\$200. b) Vehicles with FOB prices between US\$501 and US\$4,000: amount may be charged up to the original FOB price. c) Vehicles with FOB price of US\$4,001 or more: Repair costs may be up to US\$ 4,000.

**1.2.4** In the case of the total loss of the vehicle, as a whole, with the exception of loss arising out of ocean vessel's shipwreck, up to a ceiling of original FOB price of the vehicle, paid by Buyer to Seller, shall be reimbursed. In the case of the total loss of the vehicle, as a whole, with the loss arising out of ocean vessel's shipwreck, Seller shall be exempted from such obligation.

**1.3 Reimbursement for Vehicle Damages or Malfunctions**

**1.3.1** Vehicle(s) with damages or malfunctions (hereinafter referred to as "Damaged Vehicle(s)") deemed and determined to be curable by Seller shall be cured locally; provided however any and all parts that are subject to the cure or replacement(s) shall be used parts that are easily obtained by Seller, whether in Japan or elsewhere, and in the case of absence of available used parts around the time of cure, direct reimbursement for the part(s) in cash, equivalent amount of the industry's quoting price for the used part(s), shall be offered to Buyer. The evaluation of Damaged Vehicle and its part(s) availability or part(s) quoting price shall be decided by Seller in its sole discretion. Any and all expenses incurred by cures or damage diagnosis conducted without Seller's written approval, prior to the conduct of such cure or diagnosis, may not be reimbursed by BFW or by any other means.

**1.3.2** Seller retains all rights to evaluate, in its sole discretion, the methods and materials of the cure for the vehicle's damages or malfunctions.

**1.3.3** The amount to be reimbursed to Buyer shall be capped by a maximum limit amount as set forth as follows: a) Vehicles with FOB prices below US\$ 500: amount may be up to US\$200. b) Vehicles with FOB prices between US\$501 and US\$4,000: amount may be charged up to the original FOB price. c) Vehicles with FOB price of US\$4,001 or more: Repair costs may be up to US\$ 4,000.

In case of missing part or items, if the amount in the Loss Rate Agreement as per Exhibit A, exceeds the maximum limit amount covered for the vehicle, Seller shall reimburse to Buyer up to the maximum limit amount.

In case of City delivery service provided by the Seller, after the City delivery has started, the cost of cure to be reimbursed to Buyer, shall be capped according/depending on the distance covered during the City Delivery.

- Distance covered during City Delivery: less than 10km: 100% of the maximum limit amount as set above
- Distance covered during City Delivery: between 11km and 100km: 50% of the maximum limit amount as set above
- Distance covered during City Delivery: between 101km and 500km: 40% of the maximum limit amount as set above
- Distance covered during City Delivery: between 501 km and 1000 km: 30% of the maximum limit amount as set above
- Distance covered during City Delivery: between 1001 km and 1500 km: 20% of the maximum limit amount as set above
- Distance covered during City Delivery: between 1501 km and 2500 km: 10% of the maximum limit amount as set above
- Distance covered during City Delivery: more than 2501 km: 5% of the maximum limit amount as set above

Buyer shall also be deemed to have understood that the afore-mentioned percentages shall apply for the claims made by the Buyer after the City Delivery is completed and Buyer receives the vehicle.

However, the afore-mentioned percentages shall not apply in case of Missing parts or items that shall be reimbursed with a prearranged amount per part/item as per Exhibit A.

**1.3.4** Buyers are deemed to have understood and agreed that it is mandatory for Buyer to turn in all of the followings, regardless the reason, in order for Buyer to successfully claim for BFW reimbursement: 1) photos or videograms of received vehicle(s), clearly showing damages or malfunctions; 2) written or typed repair quote estimated by a professional technician; 3) completely filled in "Report Card," of which form must be downloaded from Seller's on-line point of sale.

**1.3.5** Performance of any and all parts of vehicle shall only be guaranteed in the case that the description of the parts under "Standard Features" section on Seller's on-line point of sale is "Highlighted" with distinguished color.

**1.4 Exemptions Followings shall not be subject to BFW reimbursement:**

a) Rust, corrosion, oxidation and/or discoloration of the body or frame of the vehicle

b) What is defined as "expendable parts and/or items" in the industry (of which examples shall be as per Exhibit (B)), except damages on expendable parts are incurred during the vehicle was under the conduct of Seller's certified agent(s); provided however, the issue shall be assessed and determined by Seller in its sole discretion;

c) Any and all parts subject to Buyer's complaints are found not to be genuine products of the vehicle's manufacturer -- Buyer shall be obliged to ask the matter to Seller prior to their purchase;

d) Oil or fluid leaks of any kind;

e) Any and all damages or defects of the vehicle disclosed to Buyer prior to Buyer's purchase decision;

f) Any and all expenses for Buyer's or his/her designates' stay, including hotel fees, meals and/or travel expenses back and forth, or loss of Buyer's business during the vehicle trouble;

g) Loss of life or personal injury of any person whomsoever, or for damage to any property whatsoever;

h) Any and all punitive charges by authorities that arise out of Buyer's or Buyer's delegate's failure to perform their role as an importer for the vehicle.

i) Malfunctioning in an environment different from the environment in which the vehicle or component is supposed to operate

j) Any damage of the vehicle which is deemed to have occurred prior to the purchase and shipment

k) Loss, damage and/or expense caused by inherent vice or nature of the vehicle

l) Loss, damage and/or expense caused by delay, even though the delay has been caused by a risk covered by this service

m) Deliberate damage to, or deliberate destruction of the vehicle or any part thereof by the wrongful act of any person or persons

n) Loss, damage and/or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

o) Loss damage or expense which are intentionally made by a third-party

p) Acts of government or governmental authorities, compliance with law, regulations or orders,

q) Fire, storm, typhoon, hurricane, flood or earthquake

r) War (declared or not), rebellion, revolution, riots, or act of terror, strike or lockouts, plague or other epidemics or pandemics

s) Password Lock, Audio problem, GPS/TV

t) Duties or any other taxes paid to the local authorities, Penalties, Parking fees or any other charges

**1.5** Buyer shall be deemed to have understood and agreed that Seller may not fully photograph all malfunctions on the vehicle to disclose before shipment.

**1.6** Buyer shall be deemed to have understood and agreed that the purchased vehicle is a USED VEHICLE and, therefore, must not expect: 1) the standards of brand new vehicle quality and 2) the repaired vehicle to meet the standards of brand new vehicle quality and Seller shall not be subject to BFW or any other reimbursement or cure to meet Buyer's demands for the vehicle to fulfill brand new vehicle's performance.

**2. Service Period, Buyer's Reporting Duties and Deadline**

**2.1** The period of the service shall continue to and through to the date, whichever takes place first of the followings: a) Thirtieth (30th) day from the arrival date of the ocean vessel at the port of unloading, or b) When Buyer or to Buyer's delegate have received vehicle at the destination port or Mutually agreed delivery point; provided however Buyer's full performance of its reporting duties to Seller within Fourteen (14) Seller's business days from the date of Buyer's initial reporting of the issue(s), shall be mandatory. Buyer's reporting duties to claim for BFW reimbursement shall include, regardless the reason: a document, on the format specified by Seller, with details that fully describes losses, damages or malfunctions on the vehicle(s); photos or videograms of the issue(s) claimed by Buyer; written or typed estimate(s) of cure made by a professional technician. Any claims on losses, damages or malfunctions arising out of or identified beyond the service period shall not be subject to BFW reimbursement, regardless the reason: Buyer's claim shall become null and void and, hence set Seller free from any and all cure for Buyer's claim.

**2.2** Any and all reporting, including, but not limited to, complaints with respect to BFW or to issues that involve BFW shall be turned in directly to Seller from Buyer within 2 days from the date of receiving the vehicle.

**2.3** Buyer shall turn in the information that seller requests and needs by the deadline specified by seller. If not turned in by the deadline, Buyer's claim shall become null and void and, hence set Seller free from any measures or obligations arising out of the Buyer's claim.

**3. Others**

**3.1** No loan car shall be provided by Seller nor be reimbursed for its cost during the troubled period, including but not limited to, repairs of the vehicles purchased from or through Seller.

**3.2** Any and all matters beyond BFW issues shall be subject to the terms and conditions set forth therein Vehicle Purchase Agreement or any other related terms and conditions set forth by Seller.

**3.3** No failure or delay of Seller to require the performance by Buyer of any provision of this Terms and Conditions shall in any way adversely affect such provision after that. Any waiver by Seller must be expressly made in writing

**3.4** This Terms and Conditions and all disputes under this Terms and Conditions shall be governed by, and all rights and obligations hereunder shall be construed in accordance with, the internal laws of Japan, without regard to principles of conflicts of laws. All disputes arising out of this Terms and Conditions shall be subject to the exclusive jurisdiction of the Tokyo District Court.

**Exhibit A: LOSS RATE AGREEMENT LIST for Missing Items**

PART	LOSS RATE	PART	LOSS RATE	PART	LOSS RATE	PART	LOSS RATE
Smart Key	US\$300	Wheel Spanner	US \$10	Shift Knob	US \$20	Lug wrench kit	US \$15
Remote Key	US\$20	Spare Tire	US \$50	Wiper (One Price)	US \$30	Under mirror	US \$13
Basic Key	US \$50	Tire Repair Kit	US \$70	Power Window Switch	US \$50	Towing cover	US \$10
DVD, TV Stereo	US\$300	Rear Spare Tire Cover Hard Type	US\$100	Head Rest (One Price)	US \$30	Door handle cover	US \$15
CD, Radio Stereo	US\$200	Rear Spare Tire Cover Soft Type	US \$30	Floor mats	US \$50	Side mirror	US \$30
Wheel Cap (One Price)	US \$10	Emblem (One Price)	US \$20	Lock nut	US \$10	Side mirror cover	US \$10
Jack	US \$20	Antenna	US \$20	Warning triangle	US \$10	Other Parts and Accessories	USSASK

**Exhibit B: EXPENDABLE EXEMPTION LIST examples of exemptions from coverage category**

1. **OILS AND FLUIDS:** Engine Oil, Transmission Fluid, Differential Fluid, Brake Fluid, Power Steering Fluid, Radiator Coolant;
2. **FILTERS:** Oil, Fuel, Air, Air Conditioner, Diesel Particulate Filter (DPF);
3. **BATTERIES:** Normal Battery, Hybrid Battery;
4. **TIRES:** Tires;
5. **BRAKES:** Pad, Rotor, Shoe, Drum, Brake hose, Brake disk caliper, Brake drum wheel cylinder, Brake master cylinder;
6. **CLUTCHES:** Clutch disk, Clutch cover, Clutch release bearing, Clutch release cylinder, Clutch master cylinder; Clutch discs for Dual-clutch transmission, Clutch discs for Direct-shift, Gearbox clutch discs
7. **SUSPENSIONS:** Suspension spring (Air, Coil, Reef, Torson bar), Shock absorber, Suspension mount, Stabilizer, Stabilizer bush, Stabilizer link, Tie rod end, Steering rack end, Steering Universal Joint, Arm bush, Steering rack boot, Any other every kind of ball joint, Ball joint boot, any and all other kinds of rubber parts;
8. **CHASSIS:** Wheel hub bearings, Drive shaft, Axle shaft, Propeller shaft;
9. **ENGINE ROOM:** Spark plugs, Spark plug cables, Fan Belt, Air Conditioner Belt, Power Steering Belt, Timing Belt, Engine mount, any and all kinds of rubber hose and seal packing, Transmission mount, Water pump, O2 Sensor, Air Flow Sensor, Alternator, Thermostat, any and all kinds of Engine oil leaking, any and all kinds of Coolant leaking;
10. **BULBS / LAMPS:** any and all kinds of interior bulbs, any and all kinds of exterior bulbs;
11. **Others:** Bonnet dumper, Back door dumper, Wiper blade rubber, Weather strip rubber, Glass sun rubber, any and all other kinds of rubber parts;

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