



## Terms of Service

### Pacific Coast Auto Imports

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Hello, and thank you for your interest in purchasing a vehicle through Pacific Coast Auto.

This document outlines the terms and conditions for purchasing a vehicle through Pacific Coast Auto (hereafter "PCA"). PCA is a purchasing agent, and exporter of used vehicles. PCA is a registered dealer of used cars in Yokohama Japan.

#### **Purchase terms**

PCA acts as your agent to purchase directly from Japan's dealer auctions, or used car dealerships. For all vehicles purchased, PCA is strictly an agent for you to purchase, and does not warranty purchases made. Although generally considered a safe way to buy used vehicles, vehicles purchased from auction or dealers, should be considered in "as is" condition with no warranty implied by PCA. Vehicle bought from PCA inventory likewise have no warranty implied and should also be considered as-is.

#### **Fees and costs**

PCA has a flat rate service charge with no hidden costs. Our standard fee is 100,000 yen. This fee includes all the costs listed on our pricing list – [www.pacificcoastjdm.com/price](http://www.pacificcoastjdm.com/price). For vehicles over 1,000,000 yen, we charge an additional 5% on any amount over 1,000,000 yen. You will also pay the inland transport as outlined here – <http://www.pacificcoastjdm.com/inland-transport>. PCA will do our best to notify you if there will be any other costs before bidding. There may be times where further costs are not known until after purchase. In particular- low vehicles, tall vehicles, or those older than 25 years old have a higher chance of extra costs.

PCA does not markup any costs for the auction price, ocean freight, inland transport, etc. are billed to you AT COST. PCA has no "hidden fees". PCA does not charge consumption tax on any costs (vehicle, transport, mechanical work, parts, etc). Payments for deposits and vehicles are not charged bank receiving fees. For non-vehicle invoices, you may be charged the 2,500 yen receiving fee (depending on transfer method).

#### **Security deposit**

PCA requires a security deposit for all bidding or dealer inquiries.

Bidding up to 1,000,000 yen requires a deposit of **100,000 yen**

Bidding over 1,000,000 yen requires a deposit of **300,000 yen**

Bidding over 3,000,000 yen requires a deposit of **50%** of the bid amount

The customer can decide if the security deposit is used to pay for the invoice, or if it is held for further bidding. Once a car is won, the deposit is frozen with that car until it is paid for. **Customers wishing to win multiple vehicles will need multiple deposits.**

Deposits are refundable any time for any reason. There is a 5,000 yen fee to have your deposit sent back if you do not make a purchase. This covers the costs of sending/receiving the money. Deposits **MUST** be refunded to the same account with the same account name if not used toward an invoice.

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## Payment

Payment for all invoices needs to be received within **seven calendar days** of the PURCHASE date regardless of when your invoice is issued. Please ensure that you and/or your bank are familiar with how to send money prior to placing any bids so there are no delays in receiving the payment. We strongly recommend using the same transfer method for the security deposit as final payment.

Payments that are received later than 7 calendar days from the invoice date will incur a penalty in all cases except where late payment permission is granted for that invoice. If the payment date lands on a holiday in Japan, the payment date moves to the next business day. There is a **5,000 yen penalty PER DAY for late payments**, starting from the 8<sup>th</sup> day regardless of the invoice amount. This rule is non-negotiable for all customers, regardless of purchase history. Failure to pay within 14 days will result in the forfeit of the deposit of the amount attached to that purchase.

## Auction Sheet

The auction report (or auction sheet) gives you an outline of the condition of the vehicle and is used as the main determiner of the vehicle condition before purchase. It is generally considered to be an accurate and unbiased reflection of the condition of the vehicle. However, there are times that the auction report misses vehicle damage. In most cases, this is not claimable to the auction. PCA is not responsible for the accuracy of the information on the auction sheet. Vehicles over 15 years old, lower grade, or with higher mileage will have higher chances of missed damage by the auction inspector. Each auction house has their own policies for claims. For more information, please ask your sales person.

You will be supplied with an English translation of the auction inspection report upon your request. Every attempt is made to translate all auction reports in time, but there may be times when we are unable to translate with enough time to bid on a vehicle. Although unlikely, there may be human error by PCA staff in the translations of the auction reports. In this case, we will negotiate with the buyer regarding a claim.

## Vehicle information

This area will be translated for you. It states the basic information of the vehicle. Note- the year on the auction sheet is from the **first year of registration** and might be different from the first year of production.

## Sales points, Notes, Report

This area will be translated for you. SALES POINTS and NOTES are written by the seller.

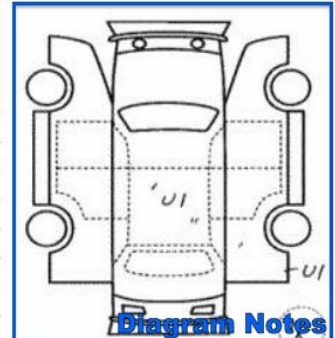
The REPORT section is written by the auction inspector and will be a list of damages on the vehicle.

## Diagram notes

This section is **VERY IMPORANT** as it shows where the body damage is and what extent the damage is.

Please see this page for details – [www.pacificcoastjdm.com/auction-information](http://www.pacificcoastjdm.com/auction-information)

**グリーンコーナー**

3895	車種 (商車用以外は記入) 排気量 型式 評価点 1800 E-213 3.5
初年度年 月 車名 1/10月 シルビア	グレード 2WD 20P K15 9-ボ 4WD
車検 28年 1/3月	シフト F5
走行 34019 Km	エンジン S R 純AW F5 R W カワ TV ナビ エア B
元色 ? 色別 黒	カラー 黒
燃料 ガソリン・軽油・( ) 内装色	※実走行 34,019 Km *ユーザー買取車
年式 輸入区分 ハンドル ディーラー・並行 左・右	名義変更期間 月 日
リサイクル 6,840円 標準定額 納税額	登録税 重量 500 円 917 車台税 513-087143 シリアル軸
<b>注意事項 (傷・不具合箇所および状態等)</b> *HKSエアリフト *標準マフラー *外装メンテナンス *外装ボディ *外装ボディに上(白粉) *エアネット *クイックパレット交換済 28,169km時 <b>検査員報告 (USS使用欄)</b> グラッシュ板フレ⑤ 小キズ小キズ Dニート色あせ フォション1部欠 ルーム内1部汚染 外ホイールセンターCP欠 各センターに3月25日 Fタイヤルーフカバー R 外装被	
	



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### **Bidding**

Please email your bids to the address given to you by your sales person. Bids should be sent in as early as possible. Bids sent in within one hour of the auction time will likely be too late to register with all auctions. PCA cannot guarantee that we can set all bids in time. PCA supports auto-cancel bidding. Using this, you can bid on multiple vehicles in a day with an instruction to cancel remaining bids after winning one or more vehicles.

### **Bidding and Translation Limits**

Customer accounts will be given a quota of free TRANSLATION REQUESTS and free BIDS.

Standard customer quota	20 free translations, 10 free bids
Additional 10 translations and 5 bids	5,000 yen

Remaining translation requests or bids are non-refundable and do not roll over to future bids. Once a customer makes a purchase, the quota is automatically reset back to the max 20 translations and 10 bids regardless remaining bids and translations. To purchase additional bids, please email your sales rep.

### **Pacific Coast Auto Vehicle Report**

For an additional fee of 20,000 yen, PCA will do a report on your vehicle condition including approximately 80 pictures and 10 minutes of video. For this, the vehicle must be sent to the PCA lot. The purpose of this report is to give you detailed information about the condition of your vehicle. This report is not a mechanical inspection. By doing the report, we do not warranty the information given, and don't accept claims for missed problems with the vehicle. Customers own the rights of the pictures and videos.

Customers not opting for the **Vehicle Report** will get a set of pictures from the port, typically 8-10 and no videos. PCA staff will not see the car before export.

### **Vehicle Mechanical Liability**

Once a bid is successful, you will become the de facto owner of the vehicle and as such will be liable for any costs incurred as a result of vehicle mechanical problems. This includes, but is not limited to, mechanical repairs, transportation costs, port removal fees, etc. In the event of problems, your sales person will explain options for you to either have the vehicle repaired, or re-sold in Japan. The transport company might refuse to drive vehicles that are potentially problematic. In this case, the vehicle will be carried by a car carrier at a higher cost. Vehicles older than 30 years old **MUST** be carried at an extra cost. PCA will search for the lowest price option on your behalf, but the customer must agree to the higher costs of transport. Vehicles that exit the port for maintenance will have to pay a port-exit fee. This is usually about 4,500 yen plus storage costs for each day it was in the port. Customers expecting to pay for maintenance in Japan, or those buying risky vehicles are advised to have their cars sent to the PCA lot before export.

### **Spare Parts**

Auction vehicles sometimes come with spare parts in the vehicle. These may or may not be mentioned on the auction sheet. These parts belong to the customer to be shipped to you at a higher cost. This is only available on vehicles shipped to the PCA lot before going to the port. All port-direct vehicles will have parts automatically disposed of. If the customer purchases, the **Vehicle Report**, PCA staff will notify you of the parts when the vehicle is in our lot. Parts can't be shipped inside the vehicle as per regulations for RORO carriers.

These spare parts can be sent to you via post but the cost is not included in our standard service charge. If you wish to have the parts sent to you, PCA will charge you a handling fee of 2000 yen, packaging fee typically between 500 – 2000 yen, and shipping fee at cost. In the event that these parts are not wanted, Pacific Coast will dispose of the parts as we see fit. We do not offer services for purchasing the parts from you, or selling them on your behalf. Disposal fees (if any) will be the responsibility of the buyer.



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### **Extra costs for special cases**

Any vehicle registered as a camping vehicle will have an extra fee of 5,000 yen.

Vehicles sold in Japan have an extra 50,000 yen cost, will be charged 10% tax, and are subject to extra terms.

Vehicles bought from a non-dealer or individual in Japan will have an extra fee of 30,000 yen.

### **3<sup>rd</sup> party mechanic work**

PCA has a network of third party shops to complete work on the vehicles before export. We can handle full mechanical inspections with test driving, repairs, tuning up, advanced computer tuning, safety-tunes for heavily modified cars, paint and body work, etc. PCA charges a 15% fee for managing the mechanical work that is outsourced, but will pass down our volume discounts when applicable. PCA will not charge the 10% tax.

Customers will be sent a quote for the of the work including the price and the recommended work. You need to give us the okay to do the work. All mechanical work is not guaranteed by PCA including to but not limited to problems found after shipping, extra costs above the quote, broken parts during maintenance. Vehicles over 20 years old are particularly vulnerable to mechanical failures or special challenges that can be difficult and costly to repair.

### **Storage**

All vehicles that are to be exported immediately will be given free storage. Vehicles not exported right away due to mechanical problems, delayed shipping, or at your request, will receive free storage of 30 days at the port. PCA does not offer storage at our lot except cars waiting for mechanical work. After the 30 days, we will invoice you the actual amount of storage. This is typically 450 yen per day, but will depend on the port of export.

### **Shipping**

Vehicles can be shipped via RORO or container. You will be recommended the ideal shipment type for you. Not all shipping types are available to all areas. Vehicles will not be booked for shipping until full payment for the vehicle is received.

The cost of freight will be invoiced at the time of purchase of the vehicle and will be PREPAID terms. We do not offer COLLECT payment terms. The freight will be calculated on the purchase date using the exchange rate on that day and the actual formula for freight calculation. This is usually based on the vehicle size multiplied by the freight rate plus the port fees.

It is possible for vehicles to have Mechanical or other problems preventing loading. The buyer is responsible for these extra costs and must understand that delays and extra storage are likely. PCA is not liable to compensate you in these cases.

Full coverage insurance is available upon request and at an extra cost. This insurance policy covers the vehicle from natural caused damages and human errors from the time it is at **the dock of loading, until the time you receive the vehicle**. It does not cover vehicle mechanical failure, or costs associated with such. The insurance is a third party company and PCA accepts no liability for claims or performance of the insurance company. There is no deductible for insurance, but it is up the insurance company to accept claims. For extra information, please ask your sales person.

PCA does not offer a service to provide proof of the actual month of manufacture via contacting the Japanese companies. You may be able to hire a third party to supply this such as CARVX.



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### Pickup and import

PCA acts as an exporter only. We are not responsible for the import of the vehicle into your country. You may ask your sales representative for advice on importing but the full liability for importing will be on you. This includes, but is not limited to – Import duty, taxes, port fees, customs costs. In a case when you have purchased or attempted to import vehicles that are not legal to import for any reason, PCA is not liable for any costs or loss due to this. It should be explicitly known that it is your responsibility that vehicles purchased are legal to import to your country.

### PCA ethics policy

PCA is determined to work honestly and ethically.

Damage to vehicles caused by staff at PCA will NEVER be hidden. Damages will be paid for by PCA.

Auction win amounts are NEVER marked up. PCA will supply a copy of the original invoice from where the vehicle was purchased for any reason.

Invoices are never manipulated to show different amounts.

### Third Party Purchases

For customers purchasing on behalf of another buyer- You will be responsible for any late payment fees or lost deposit due to non-payment on behalf of anyone you choose to buy for. It is strongly recommended to have a deposit of equal or greater value from your buyers.

### Closing

At PCA, we strive to bring value to our individual customers and dealer buyers. If you require clarification on any part of this document, please ask a sales rep before submitting it.

Please print this sheet and sign stating that you have read the terms of service contained in pages 1 though 4 of the document "Pacific Coast Auto Terms of Service".

I have read and agree with the terms of service contained in this document including pages 1-5.

Print name \_\_\_\_\_ Birthday \_\_\_\_\_

Address \_\_\_\_\_ Phone number \_\_\_\_\_

City, State \_\_\_\_\_ Email address \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Company name \_\_\_\_\_

I want to the account under a company name