USED VEHICLE EXPORT SALE (PAYPAL) – TERMS & CONDITIONS

Version: 2026-01 (Japan Law / Toyama Jurisdiction)

This document forms part of the Proforma Invoice (“PI”) and any Seller-issued PayPal invoice.

1. Parties

Seller: M.D.K Corporation (Limited Company), 678-1 Tsubata-e, Imizu City, Toyama Prefecture 934-0038, Japan. (“Seller”)

Buyer: _____ , Passport/Reg No.: _____ (“Buyer”)

Authorized Signer (if company): _____ , ID No.: _____

2. Vehicle Details

Make/Model/Year: _____

VIN/Chassis: _____

Color: _____

Odometer (if known): _____

Destination Country/Port: _____

3. Definitions

- **“PayPal Payment”** means payment made via PayPal Goods & Services invoice issued by Seller.
- **“Cleared Funds”** means funds received and available to Seller without restriction, and not shown as pending/limited/under review.
- **“Shipment Processing”** includes booking shipment, export customs filing, port/yard handling, documentation preparation, and/or loading.

4. AS-IS / WHERE-IS (Used Vehicle – No Warranty)

Buyer confirms this is a used vehicle export sale, sold AS-IS / WHERE-IS, with all faults (if any). Buyer has reviewed photos/videos/inspection/auction sheet (if applicable) and accepts the condition and specifications.

5. Price & Payment

5.1 Total Price: _____ (as per PI)

5.2 Payment method shall be as stated on the PI: PayPal (G&S) / TT / LC / escrow.

5.3 Third-party payments are not accepted. The PayPal payer name/email must match Buyer/Authorized Signer and the KYC documents.

5.4 Seller may refuse PayPal or require alternative payment at its sole discretion based on compliance/risk checks.

5.5 Buyer acknowledges PayPal is not an escrow and card/bank chargebacks may occur; Buyer’s obligations under this Agreement remain enforceable.

6. Mandatory KYC / Compliance Documents (Required Before Shipment Processing)

Buyer must provide all documents listed in Annex-A. Seller may suspend processing until documents are received and verified. Seller may reject or cancel the transaction if documents are incomplete, inconsistent, or raise compliance concerns.

7. Title, Ownership, and Risk

7.1 Title/ownership transfers only after Cleared Funds are confirmed and Seller issues written confirmation: “Paid & Released.”

7.2 Until “Paid & Released,” Seller retains ownership and the right to suspend or refuse processing.

8. Shipment Authorization

Buyer authorizes Seller to arrange export/shipping and documentation only after: (a) Annex-A is signed, (b) KYC is verified, and (c) Cleared Funds are received.

9. Document Control (Bill of Lading / Release)

9.1 Seller retains full control over original negotiable shipping documents (including B/L).

9.2 Seller will release originals/endorsement/telex release only according to Seller's document-control procedure and only after required checks are completed.

9.3 Seller may impose a risk-control holding period (e.g., up to 10 business days) before releasing negotiable documents when payment is via PayPal.

10. Fees & Non-Refundability

10.1 All costs already incurred (inspection, yard handling, inland transport, documentation, export booking, and bank/PayPal fees) are non-refundable once services are performed or shipment is booked/processed.

10.2 If Buyer requests cancellation after Shipment Processing begins, Buyer remains liable for all incurred costs and charges stated on the PI.

11. Buyer Import Responsibility

Buyer is solely responsible for import permits, duties/taxes, clearance, registration, and compliance in the destination country.

12. Prohibited Claims / Chargeback Restriction (Contractual Undertaking)

12.1 Buyer agrees not to initiate any chargeback, payment reversal, or payment dispute after confirming authorization and after Shipment Processing begins.

12.2 If Buyer nevertheless initiates a chargeback/reversal/dispute, Buyer shall be liable for and shall indemnify Seller against: (a) vehicle value, (b) all shipping/handling/export/document costs, (c) bank/PayPal/chargeback fees, (d) investigation and legal fees, and (e) liquidated damages of [10%] of the invoice value (a genuine pre-estimate of loss).

12.3 Buyer acknowledges that card/bank networks may still process chargebacks; this clause governs Buyer's contractual liability and Seller's recovery rights.

12A. Fraud / Unauthorized Payment (Zero-Tolerance)

Buyer warrants that all payments (including PayPal) are authorized and made using a lawfully owned PayPal account and funding source (no stolen/unauthorized card or third-party payment). If Seller reasonably suspects unauthorized or fraudulent payment, Seller may immediately suspend/cancel the transaction and withhold shipment and documents.

If any payment is later disputed, reversed, charged back, or recalled due to fraud/unauthorized use, Buyer shall fully indemnify Seller for all losses, including vehicle value, shipping/export/document costs, PayPal/bank/chargeback fees, and legal costs, and Buyer shall additionally pay liquidated damages of JPY 10,000,000.

13. Unjust Enrichment / Mistaken Payment Handling (Japan)

If any payment is made without legal cause or by mistake, Seller will handle any return only via formal banking channels and may require verification and written instructions. Buyer agrees not to request or demand any manual refund outside official channels.

14. Notices

Notices by email/WhatsApp to the contacts stated on the PI are valid and binding.

15. Governing Law & Jurisdiction (Japan – Toyama)

This Agreement shall be governed by the laws of Japan. The Toyama District Court shall have exclusive jurisdiction in the first instance over any dispute arising out of or in connection with this Agreement.

16. Entire Agreement

PI + these Terms & Conditions + Annex-A constitute the entire agreement. If any provision is held invalid, the remainder shall remain in effect.

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____

ANNEX-A: PAYPAL PAYMENT AUTHORIZATION, IDENTITY DECLARATION & EXPORT INSTRUCTIONS

A1. Buyer Identity & Authority

I, [Buyer/Authorized Signer Name], confirm that I am the authorized payer and buyer of the vehicle described in the PI and PayPal invoice. The PayPal account used is mine / our company's and is authorized for this transaction.

A2. Payment Authorization

I authorize Seller to accept this PayPal payment for VIN/Chassis: [___] and to proceed with Shipment Processing and export arrangements.

A3. Condition Acceptance

I acknowledge this is a used vehicle export transaction sold AS-IS/WHERE-IS and that condition has been reviewed and accepted.

A4. No Dispute / No Chargeback Undertaking

I undertake not to file any dispute/chargeback/reversal after Shipment Processing begins. If I do so, I accept liability for all losses and costs per the Terms & Conditions.

A5. Shipping Document Control

I accept that Seller controls original shipping documents and will release them only per Seller procedure.

A6. Mandatory Documents Checklist (Attach Copies)

Individual Buyer (All Mandatory)

- Passport / National ID (clear color copy)
- Proof of Address (utility bill/bank statement – last 90 days)
- Selfie holding Passport/ID + handwritten date (today)
- PayPal account proof (screenshot showing PayPal email/name)
- Phone number + email (must match PI)

Company Buyer (All Mandatory)

- Certificate of Incorporation / Trade License / Company Registration
- Company address proof
- Director/Authorized Signer passport/ID + selfie holding ID + date
- Board Resolution / Authorization Letter to sign and purchase
- UBO Declaration (Ultimate Beneficial Owner) + UBO ID copy
- PayPal account ownership proof (company PayPal details)

A7. Additional Buyer Declaration (Unauthorized/Fraudulent Payment)

"I confirm my PayPal account and funding source are lawfully owned/authorized by me (or my company). If any payment is disputed/reversed due to unauthorized/fraudulent use, I accept liability including JPY 10,000,000 liquidated damages."

Buyer Name: _____

Passport/ID No.: _____

PayPal Email: _____

Signature: _____ Date: _____