

RightDrive Inc
“The Portal ProgramTM” Terms and Agreements
Revised c. 2014

In accordance with all OMVIC and UCDA rules and regulations, this Portal Terms and Agreements clarifies the terms of sale as set out by (YOUR NAME) (herein referred to as The Buyer) and **RIGHT DRIVE INC.** (herein referred to as The Seller).

Terms and Conditions

1. RECORD OF EVENTS: The Seller agrees to hold all written notes and documents between the Buyer and Seller for a maximum of two (2) years after the purchase has been completed. The Seller may keep a set of spare keys on file for a fee at the Buyers request, should a set ever go missing. If this option is waived, the Seller will submit all keys to the Buyer upon completion of sale. All records are available for public viewing (public defined as the Seller, the Buyer and OMVIC inspectors) and are to be held at the Sellers current business premises. Should the records be requested, the Buyer agrees to notify the Seller in writing (i.e. email), within a reasonable time frame. Archived records will respect all confidentiality laws.

2. PAYMENTS: Cash, Certified Cheque, Bank Drafts and Credit are acceptable methods of payment for the Vehicle Deposit and/or Final Payment. Cash, Certified Cheque are preferred methods of payment. Visa, MasterCard and American Express payments may be subject to a 2.35% administration fee. Personal Cheques, unless endorsed by a financial institution will not be accepted under any circumstances.

3. VEHICLE ORDERING: During the selection process, the Seller will execute at least one (1) vehicle search in Japan at least every forty eight (48) hours on behalf of the Buyer once the deposit has been placed (see **Vehicle Deposit** for more details).

4. INSPECTIONS AND REPORTS: When the Buyer finds a vehicle he/she wishes to purchase, he/she must notify the Seller with twelve (12) hours in writing (i.e. email), in order for the Seller to successfully purchase the vehicle in Japan. Should the Buyer deviate from this twelve (12) hour response time, there can be no guarantee that said selection will still be available for purchase, and the vehicle searching process will continue. All details of the vehicle will be stated in the initial Portal Search Result email, and any further details may or may not be available. There is no guarantee as to how quickly inspections can occur as proximity and dealer availability can cause unforeseen delays.

5. COMMITMENT OF PURCHASE: A commitment of purchase entails either verbally, in email or in writing that a client is willing to bid to their maximum budget on a particular vehicle.

6. ESTIMATED VEHICLE SELLING PRICE: The Seller will provide an estimate of the approximate sale value of a particular vehicle in accordance with OMVIC rules and regulations. These estimates are subject to conditions that are occasionally out of the Seller’s control (i.e. Shipment Container destuffing fee increases, Customs Duty spot check inspections, etc.). The estimated vehicle selling price may deviate up or down by no more than 5% at the time of Final Payment. The Seller will act in good faith to keep within the estimated Vehicle Price, and the Seller agrees to subsidize any unforeseen costs by fifty (50) percent to a maximum of 5% of the total vehicle price in order to keep price fluctuations minimal. The Seller agrees to provide proof of any price increases in writing, to the Buyer no less than forty eight (48) hours before Final Payment is due.

7. VEHICLE DEPOSIT

- a) **Portal Deposit** – An initial deposit of fifteen hundred dollars (1500.00) will be required to open any Portal. This deposit amount is not a fee, and will be deducted from the Vehicle’s total selling price.
- b) **Outright Purchase** - The Buyer agrees to pay a deposit of fifty (50) percent of the total estimated vehicle selling price, before tax. (Portal Deposit included)

- c) **Financing Purchase** – Upon proof of eligible financing, the Buyer agrees to pay a deposit of thirty (30) percent of the total estimated vehicle selling price, before tax (Portal Deposit included). The Buyer must submit all documentation that financing has been arranged BEFORE the Portal is officially opened to ensure financing is in place. In the event that financing is to be appropriated by the Seller through one of its approved lenders a financing application must be fully filled out and submitted to the Seller prior to the Portal initiation date. As there may be a significant period of time between when a Portal is activated and when a vehicle is delivered, financing applications of this nature can only be received in good faith and preapproved on the notion that truthful data to the best of the clients ability has been submitted for consideration. All financing applications must be concise, accurate and honest. Failure to truthfully disclose any financial issues or complications at the time of Portal activation that may result in an application decline upon delivery or at any time throughout the Portal process will result in the forfeiture of the vehicle deposit in full. In matters of gross negligence, the buyer agrees to reimburse the Seller for any losses incurred with the resale of the vehicle.
- d) **Trade In** – Should a trade in be levied towards a deposit, the vehicle must be submitted when this document is signed. Should the Buyer wish to keep said vehicle until the replacement vehicle arrives, the dollar amount of the trade can only be assessed at that point.
- e) **VEHICLES FROM THE UNITED STATES** – for any US importations, an initial fifteen hundred (1500.00) deposit is required, followed by a top up of seventy-five (75) percent of the vehicles value within twenty four (24) hours of the stateside purchase.

8. VEHICLE DEPOSIT REFUND

- a) **Refund Terms** - The Seller agrees that there will be a four hundred and ninety nine dollar (499.00) administration fee should a refund be requested. In addition, search days, which are defined as days spent searching for a vehicle in Japan for said client on or before the Portal had been opened will be billed at forty dollars (40.00) per day, and will be tallied from every Portal email sent to the Buyer.
- b) **Refund Scenario 1** - In the event a refund is required AFTER a vehicle has been purchased on behalf of the Buyer and is en route, only when the vehicle successfully arrives at the Sellers premises in Ontario and is resold off of the lot will a refund cheque be issued, less damages stated in section 6.a). The Buyer can request the wholesale option (section 6.e) at any time.
- c) **Refund Scenario 2** - In the event that a refund is required BEFORE a vehicle is found in Japan due to the Seller providing 1 or less Portal search results per month within a six (6) month period, the client is entitled to his/her deposit back without any administration or search fees.
- d) **Refund Scenario 3** – Should a refund be requested due to a default in final payment, the Seller must notify the Buyer in writing as per the terms below. Should the Buyer not be able to fulfill an agreeable arrangement, the Seller has the right to sell said vehicle at a wholesale auction subtracting all commissions and losses from the Buyer’s initial deposit.
- e) **Returns** – Deposits are refunded in Cheque form and may take up to six (6) weeks to be returned.

9. FINAL INVOICE: Once the vehicle has landed in Vancouver via Container shipment, a final invoice will be generated and the balance for said vehicle is due. Once deemed Fit for Safe Road Use by the Ministry of Transportation in Ontario (MTO), Safety and Emissions Certificate have been issued, and all Highway Traffic Act (HTA) regulations have been met, the buyer will have a total of seven (7) days to pick up his/her vehicle and remit any additional payments for parts / services requested by the customer (i.e. specialty oils, tinting, chrome work, extra body work, wheels and tires, etc). Should the allotted time not be sufficient for the Buyer to remit payment for the extra purchases, notice in writing must be made to the Seller within twenty four (24) hours of the seventh day. Should Final Payment not be remitted within this timeframe all purchase arrangements will be null and void, and the vehicle will be put up for public sale.

10. SPECIFICATIONS AND AFTERMARKET PARTS: The Seller acknowledges that the Buyer is looking for a clean and good running order vehicle even if it is modified upon arrival. The Seller acknowledges that the Buyer prefers a vehicle with the following Aftermarket Parts as stated above. Although these parts are preferred, the Buyer acknowledges that they cannot be guaranteed, and a stock model will still fulfill the original engagement, unless otherwise agreed.

11. HTA MODIFICATIONS: The Seller will equip the vehicle with the following parts as they pertain to the Highway Traffic Act of Ontario. These modifications include but are not limited to: daytime running lights, license plate frame adjusters, child safety seat latches, DOT Approved Tires (where applicable), working FM Band Expansion, third brake light assemblies, etc.

9. SHIPPING TIMELINES: The estimated shipping time from Japan CANNOT be guaranteed. The Buyer acknowledges that the Seller may make estimates on expected shipping and arrival timelines, but these cannot be verified until the vehicle has been successfully loaded onto the carrier. At this point, the shipper, HANJIN INTERNATIONAL, suggests delivery from Yokohama within twenty nine (29) days to Vancouver, British Columbia. From there, the vehicle will be loaded by a HANJIN INLAND FREIGHT FORWARDER where it will travel on land at a minimum for another ten (10) days before reaching the Sellers location. At that point, the Seller will require the vehicle in the dealerships possession for a minimum of five (5) business days in order to complete all MTO, Safety, Emissions and HTA requirements. Customs Clearance can also not be guaranteed and may be subject to Storage charges not at the will of The Seller. Such charges may be passed on to The Buyer should they occur.

10. VEHICLE INSURANCE: The Seller will have the vehicle insured, at the Sellers expense, when shipping from Japan to Toronto through CWA Oceanic Insurance Coverage, and once the vehicle is at the Sellers premises, it will be covered under the Sellers Dealer Garage auto policy. The Buyer acknowledges that the Seller can only legally remit the vehicle if the Buyer provides proof of valid personal automobile insurance. Although many Insurance companies cover Right Hand Drive vehicles, there are some that choose not to. The Buyer acknowledges that upon pick up, his/her insurance company is aware that the insured vehicle is Right Hand Drive, unless otherwise disclosed.

11. VEHICLE CONDITION: The Seller guarantees to disclose the vehicle condition to the Buyer to their best ability and act in good faith. Seller will make recommendations regarding vehicle interior and exterior condition to the Buyer, based on the information available through the Japanese auction system, or any other vehicle sale system use for vehicle purchase. However, vehicle condition cannot be guaranteed by the Seller. All emails contain the facts of each vehicle, and the Buyer will be allowed to choose a vehicle that is of a lower grade, although this is not at the recommendation of the Seller, and cannot be guaranteed. The Seller agrees to fully detail the interior, exterior and engine bay of the vehicle before remittance. The Buyer acknowledges that although the vehicle is of the highest possible grade and condition, it is a used automobile that is equal to, or in excess of fifteen (15) years old. The Buyer acknowledges that there may be minor paint scratches and scuffs, general plastic oxidization and normal wear and tear on both interior and exterior components. The Seller acknowledges that upon delivery, the vehicle will be as close to show room condition as possible, and well within the 'as advertised' tolerance. The Seller acknowledges that any body damage, large rust spots, or paint scratching/scuffing that penetrates the paint down to the primer or deeper, unless otherwise agreed and stated on the importation sheet and daily email, will be professionally repaired at absolutely no additional cost to the Buyer.

12. VEHICLE SERVICE: Upon arrival, the Seller agrees to perform all Safety and Emissions standards work to the vehicle as per OMVIC, MTO and HTA regulations. Examples of HTA work include but are not limited to the installation of daytime running lights, license plate frame replacement, child seat safety latches, horn pitch adjustment, headlight adjustment and light temperature compliance, etc. Any parts installed by the Seller to make the vehicle HTA compliant will be recorded in the Vehicle Record History binder.

13. VEHICLE RECORD HISTORY: The Seller agrees to provide all historical documents (as available) attached to the vehicle in a customized Vehicle History binder. The Seller agrees to document all work done to said vehicle while in the Sellers possession. This includes, but is not limited to, all service work, body repair work; paint work, glass work, etc. In terms of Recalls, the Seller will provide a translated copy of the Japanese Shayken inspection and exportation certificate at the Buyers request; this will be found in the customized History binder. The Seller acknowledges that in order for a vehicle to pass a Shayken Inspection in Japan, all vehicle recalls must be up to date. The Buyer acknowledges that the recalls performed in Japan may differ to the recalls performed in North America, and that because the vehicle was purchased in Japan, it will NOT be eligible for a free dealer recall service in North America.

14. POWERTRAIN PROTECTION: The Seller agrees to pay for Powertrain Protection separate from the vehicle asking price, unless otherwise stated. The Seller also agrees to pay for additional Seals and Gaskets coverage also through from said date to said date. Additional services are available; however the dollar amount for any additional service can only be determined once the warranty has been activated. Upon activation, the Seller relinquishes all mechanical and electrical responsibilities with said vehicle, other than those covered by OMVIC, UCDA and CPA rules and regulations. Should the Buyer wish to increase the length of the Powertrain Warranty, he/she must do so at his/her expense.

15. RESALE VALUE: Although resale value is difficult to determine, the Seller assures the Buyer that the Vehicle can be sold at any time at the Seller's facilities, as required by OMVIC rules and regulations, on consignment, asking for equal, or more than the original purchase price if requested.

16. CONSIGNMENT: At any time, the Buyer may bring the vehicle back to the Seller's dealership to be sold on consignment. The Seller agrees not to charge the Buyer any storage or handling fees, regardless of the time spent in Consignment. At the time of sale, the Buyer agrees to pay a Commission of five hundred dollars (500.00) and a Consignment fee of two and a half (2.5) percent to cover all advertising costs associated with selling a Consignment vehicle. The Seller acknowledges that both fees will be waived if said vehicle is traded in towards another Right Drive Inc vehicle.

17. Should these terms and conditions be completed in an online environment, selecting the requested tick box enacts all legal signing authority by the Buyer and commits him/her to the conditions of sale as outlined in this agreement.

18. These terms and conditions are subject to change without notice.