

# **VEHICLE SUPPLY AGREEMENT (“VSA”)**

## **(POA FOR NEW ZEALAND MARKET)**

This Agreement is made between **IBC JAPAN LIMITED (“IBC”)**, a Japan corporation with principal place of business at 64 Miyanomae-cho, Nakajima, Fushimi-ku, Kyoto, Japan and **DIRECT MOTORS** with registered address at 220 Charles st Papatoetoe, Auckland, New Zealand (“**Dealer**”) for the supply of used motor vehicles by IBC.

### **IT IS AGREED AS FOLLOWS.**

#### **1. Scope**

This Agreement shall apply to all purchases of vehicles ordered by the Dealer. This Agreement shall be valid for a period of 12 months (“Initial Term”) and shall be renewed automatically for another twelve months (“Renewal Term”). This agreement can be terminated by mutual agreement of both parties unless either party give written notice of termination at least 90 days before the end of the Initial Term or Renewal Term or by IBC under Clause 18 Dealer’s Default.

IBC may appoint an agent to carry out its obligations and receive payments from the Dealer payable to IBC under this agreement. IBC will notify the Dealer from time to time in writing of any such appointment.

#### **2. Volume Commitment**

The Dealer agrees that in consideration of IBC offering the price and payment terms under this Agreement, the Dealer to achieve a monthly volume target of at least 20 units. IBC will review the actual volume and average car cost of vehicles purchased quarterly by the Dealer and reserves the right to adjust the rates accordingly.

#### **3. Purchase Price**

The Purchase Price payable to IBC shall be calculated as follows:

**Purchase Price** = Vehicle Cost + Distant Transport + Agents Fee + Ocean Freight + GST (if applicable), where:

**(a)** Car Costs = Vehicle Cost + Auction Fees

**(b)** Distant Transport = Transportation costs to pick up a vehicle from Auction and deliver it to one of IBC’s 3 Port facilities (Kobe, Nagoya, Kisarazu).

**(c)** Agents Fee = Charges payable to IBC for services rendered in relation to procuring and delivering vehicles to the Dealer into Port of Discharge. Agent Fee is charged following progressive rates with car cost as follows:

<b>CAR COST</b>	<b>AGENT FEE ("AF")</b>
0 to 999,999	¥60,000
1,000,000 to 1,249,999	¥70,000
1,250,000 to 1,499,999	¥80,000
1,500,000 to 1,749,999	¥90,000
1,750,000 to 1,999,999	¥100,000
Every 250,000 higher	an additional ¥10,000 will be added

(d) Post Purchase Inspection (PPI) = Fees are inclusive of a Vehicle Check Inspection (VCI) and Dealer to refer to Clause 12 for the Claims policy.

(e) Ocean Freight and Services = Cost of delivery by vessel to be charged at the rates below.

(i)	<b>Units less than 25.00/m3</b>	<b>NZ\$1,350/unit</b>
(ii)	Units greater than 39.99/m3	NZ\$2,000/unit
(iii)	Units less than 60.00/m3	NZ\$3,500/unit
(iv)	Units greater than 59.99/m3	NZ\$65.00/m3

(f) GST = Goods and services tax plus any other applicable taxes, duties, and charges.

#### 4. Other purchase price terms

- (a) Agent Fees to apply to iDirect purchases only, vehicles from stock to be purchased at the negotiated/agreed price.
- (b) Overbids of up to JPY20,000 will be paid by the Dealer, or the vehicle will be cancelled and ATNZ will take back into stock.
- (c) BAF/EBS: IBC's Carrier at its own discretion may choose to increase its OFS rates and or apply BAF and or Bio-Security surcharges without notice. IBC will do its utmost to prevent this from occurring however in the event of negotiations failing, the Dealer will be notified and any rate increases, or surcharges applied will be invoiced accordingly under BAF.
- (d) General Rate Increase (GRI): IBC's carrier may at their own discretion increase the freight rate without notice. IBC will do its utmost to prevent this from occurring however in the event of negotiations failing, the Dealer will be notified, and any freight rate increase applied will be invoiced accordingly under OFS.
- (e) MPI/HT (Heat Treatment): the Dealer shall pay heat treatment charge required in certain season of the year at **NZD 200/unit**.
- (f) A Port Service charge of \$75 to take effect from End of July Shipment, 2024.

#### 5. Pre-Shipping Services

- a. 360 Frame Surround Services; (Exterior, Interior, Underbody, Soundbite) at JPY15,000
- b. Electronic 3D measurements (E3M)

Without a Strip and Refit exemption - JPY 10,000/unit  
 With the strip and refit exemption - JPY 15,000/unit

c. EV and Hybrid Battery Swap and Rebuild Services  
Quotation to be provided upon request.

## 6. Payment Terms and Conditions

(a) Payment terms for the vehicles purchased shall be as follows:

1. Vehicles over 1.5m car cost: full payment shall be made within 7 days from purchase and prior to being shipped;
2. All other vehicles: payment shall be made **a week before the actual day of the vessel arriving at the port.**
3. Any late payment:
  - i. **The Dealer's account will be suspended for any new confirmation and Idirect rights will be disabled if full payment is not received on or before arrival of the vehicle.**
  - ii. **There will be a late payment fee of \$25 on the first day and a succeeding fee of \$10 for every vehicle.**
  - iii. **It is IBC's sole discretion to redirect all vehicles to a certified compliance center. Customer to shoulder the transport cost of \$70/vehicle and a storage fee of \$10 a day.**
  - iv. **It is IBC's sole discretion to cancel or uplift the vehicle from the Dealer's account and sell it to other Dealers if vehicle is not paid for within 7 days after arrival. This will take effect immediately once the vehicle arrives at the port.**

(b) Vehicles confirmed by the Dealer will be shipped on a first-in-first-out (FIFO) basis and the Dealer will receive shipping notice accordingly. If the Dealer requests for any vehicles to be withheld from shipping, the Dealer will be charged a storage cost of JPY500/day for storage facility in Japan from the date of the first assigned shipment until the date of the actual shipment.

## 7. Credit Limit

The Dealer's account with IBC shall start with an overall credit limit of **NZ\$400,000**. It is IBC's sole discretion to make necessary adjustment depending on the Dealer's actual sales performance and risk assessment.

The Dealer's account credit rating score will be evaluated by IBC in a timely basis. So long as there are no payment issues on the first quarter (3months) and the Dealer complies on the terms stipulated herein, the credit limit will gradually increase on to the next.

Credit Rating Score	Credit Limit
Credit Rate A	\$1,600,000
Credit Rate B	\$1,200,000
Credit Rate C	\$ 800,000
Credit Rate D	\$ 400,000

## **8. MR2A Release**

Vehicle deregistration certificates will be released to the Dealer on confirmation of funds being deposited into IBC's nominated bank account for full payment and any penalty for delayed payment as agreed herein.

## **9. Insurances**

The Dealer shall, as long as any money remains outstanding in respect of any vehicle supplied by IBC to the Dealer, insure and keep insured with a reputable insurer such vehicle against all risks it is prudent (in accordance with best commercial practice) to insure against for the full replacement value (or if replacement value is not available, then for the full insurable value of the property). All moneys received by virtue of any such policy shall be applied, at the option of IBC, either in or towards making good the loss or damage with respect to which such moneys shall have been paid, or in or towards payment of all or any of the moneys owed to IBC, notwithstanding that the time or times for payment may not have arrived. The Dealer and the Guarantor shall duly and punctually pay all premiums and sums of money necessary to keep on foot those insurances. IBC shall be named as the direct beneficiary of such insurance policy.

## **10. Cancellation of Purchase**

- (a) Any request by the Dealer to cancel an order (a "Purchase") will be managed on a case-by-case basis and IBC has the sole and absolute discretion to decide whether or not to agree to cancel a Purchase. Further, IBC reserves the right to cancel a Purchase on reasonable grounds, including but not limited to, when the cost to repair become excessive against the profit margin of the vehicle.
- (b) If the Dealer cancels vehicles purchased from iDirect Auctions the vehicle will be cancelled and re-auctioned. Any losses incurred by IBC will be invoiced to the Dealer if the cancelation is not accepted by IBC.
- (c) The Dealer will pay IBC a cancellation fee of JPY70,000/unit for vehicles cancelled without cause (either from stock or auctions) if not accepted by IBC. This is in addition to the losses for re-auction under Clause 10(a) above.

## **11. Delivery**

Unless the parties have agreed otherwise in writing, vehicles will be delivered to the approved compliance centre using i4 checkpoint (or at a centre agreed in writing by the parties) after the vehicles have been cleared for import ("Delivery"). Further,

- (a) IBC may charge Dealer storage and transportation expenses if Dealer fails or refuses to take or accept delivery or indicates to IBC that Dealer will fail to do so;
- (b) IBC reserves the right to deliver the vehicles by installments;
- (c) Risk in all vehicles passes to Dealer upon Delivery of the vehicles;
- (d) Dealer shall not sell, dispose or part with possession of the vehicles or do anything else inconsistent with IBC's ownership of the vehicles, from Delivery until title in them passes

to Dealer except that IBC authorises Dealer to sell the vehicles in the ordinary course of Dealer's business. This authority is revoked when Dealer is in Default of the terms herein.

## 12. Claims

- (a) IBC's claim policy is governed as stated by its policy found within its website. Dealer to check this link, <https://www.ibcauto.com/services/quality-control/ibc-japan-guarantee>.
- (b) IBC provides three post purchase inspection (PPI) options at each of IBC's port facilities prior to shipping.
- B1. Terminal Receiving Service (TRS)
1. No inspection
  2. No photos
  3. No repair, ship as is.
  4. No claims
- B2. Vehicle Check Inspection (VCI)
1. Vehicle condition check
  2. Photo taking
  3. Checklist uploaded and verified.
- B3. Maxcare
1. Pre-Purchase Auction Appraisals & Procurement Services
  2. Full Workshops, Parts support, Technical Staff, and diagnostic tooling at Japan's main Ports (Kisarazu, Kobe, Nagoya)
  3. 160-point check upon arrival into our port facilities by our qualified technical department.
  4. Upon arrival into the port of delivery, IBC's Certified Compliance Center will undertake Entry Cert, QC checks prior to delivery.
  5. QR Code Tracking with end-to-end vehicle log
  6. 360 surround interior and exterior and underbody scanning
- (c) There will be no exception on the claim policy outlined on IBC's website for Dealers whose compliance center is not using i4checkpoint as their entry certifier. Dealers should send an email to Techadmin at [techadminOSL@ibcauto.com](mailto:techadminOSL@ibcauto.com).
- (d) Claims from Dealers using compliance center where i4checkpoint as the entry certifier will allow IBC's Market Manager to assess the claims more carefully, identify the source of the problem and provide a solution.
- (e) IBC will be working closely with i4checkpoint to improve the speed and compliance of the vehicles using electronic 3d measuring (E3M) processes. While i4checkpoint is also working on developing an EV and hybrid battery repair services soon.

## 13. Buy Trips

IBC to cover the business hotel cost, pick up and drop off to the airport, transport to Auction houses and a daily food and beverage allowance of JPY15,000 limited only for the days the Dealers attending the auction with IBC's Auction staff.

## 14. Security

(a) The Dealer acknowledges that:

- i. All vehicles supplied by IBC to the Dealer are the sole and exclusive property of IBC and shall remain so until the vehicle has been paid for in full and the Dealer has performed all its other obligations under this Agreement. This paragraph creates a security interest on vehicles IBC supplies to the Dealer;
- ii. The Dealer grants a security interest in all vehicles that are not yet paid in full previously supplied by IBC to the Dealer (if any) and that are supplied by IBC to the Dealer in the future to secure the performance of the Dealer's obligations to IBC;
- iii. If at any time the Dealer breaches the terms of this Agreement or IBC believes there is any risk to vehicles which IBC has retained title to, IBC can, at its discretion, enforce its security interests and arrange for the pick-up and return of any vehicles that IBC has a security interest in, and IBC can invoice the Dealer for the cost of such pick-up and return or attempting to do so. The Dealer gives IBC and its agents irrevocable authority to enter any and all premises occupied by the Dealer or any Third party on which the vehicles are situated, at any time, to remove and repossess the vehicles, including the right to open (by force if necessary) any gate or lock required to gain access. IBC will not be liable to the Dealer for any losses the Dealer incurs as the result of IBC exercising any of IBC's rights under this section. This Agreement constitutes an irrevocable instruction from the Dealer to any Third party to allow IBC access to the vehicles;
- iv. The Dealer waives all its rights under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131 and 134 of the Personal Property Securities Act 1999 ("PPSA"). The Dealer agrees to waive its right to receive a verification statement in accordance with section 148 of the PPSA; and

(b) The Dealer shall give IBC prior written notice of any proposed change of its name or address or if there will be or are any changes to any of the data required to register a financing statement under the PPSA in respect of this Agreement.

(c) The Dealer must do all things that IBC requires to ensure that IBC has a perfected purchase money security interest in each vehicle and its proceeds to the extent of the amounts payable by the Dealer to IBC in respect of the vehicle. The Dealer must not grant or agree to grant any security interest in or over any of the vehicles to any person, or otherwise encumber the vehicles in any way, except for the security interest hereby granted to IBC.

(d) PPSR (personal property security registration) shall be under IBC's name and be released by IBC only upon full payment by the Dealer.

## 15. Personal Guarantee

(a) In consideration of IBC agreeing to supply vehicles to the Dealer, the Dealer's signatory to this Agreement (the "Guarantor") agrees to provide a personal guarantee to IBC to unconditionally guarantee the due and punctual payment by the Dealer of all moneys payable by the Dealer under this Agreement as well as the cost and expenses incurred by IBC in collecting any outstanding debt including any legal fees for the services of a lawyer, and the performance by the Dealer of its obligations to IBC under this Agreement.

**(b)** The Guarantor agrees:

- (i) to be deemed as principal debtor for all accounts held by the Dealer with IBC;
- (ii) that this guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of account and that this guarantee is both joint and several;
- (iii) that the Guarantor's liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
  - (iv) the granting of time, credit or the indulgence or other concession to the Dealer;
  - (v) any alteration, modification, variation or addition to any agreement in respect of the supply of vehicles; or
  - (vi) any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, the Guarantor's obligations under this guarantee or any powers or remedies conferred upon IBC by this guarantee or by law.

**(c)** The Guarantor confirms that he, she or they have been advised by IBC that he, she or they should seek legal advice before signing this guarantee.

## **16. Limitation of Liability**

**(a)** Except as expressly otherwise provided by clauses under Warranties, IBC shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by Dealer or another person and whether in contract, or tort (including negligence), or otherwise and whether such loss or damage arises directly or indirectly from vehicles or services provided by IBC to Dealer.

**(b)** To the extent that IBC is liable for any reason for any loss suffered or liability incurred by Dealer arising from any breach of this Agreement or for any other reason, such liability is limited to the amount of the price of the vehicle concerned. Subject to the paragraph headed "Credits and Claims" in these Terms, if vehicles are returned by Dealer, or if Dealer makes a claim in writing to IBC in relation to the vehicles or associated services provided, IBC may, in its sole discretion, repair or replace the vehicles or re-perform the services, or refund the price of those vehicles to and Dealer, provided that:

- (i) the vehicles must be returned or the claim must be made in writing to IBC within fourteen (14) days of arrival;
- (ii) Dealer must supply the date and number of any invoice relating to the vehicles; and
- (iii) IBC must be given a reasonable opportunity to inspect the vehicles.

## **17. Privacy of Information**

Dealer authorises IBC:

**(a)** to collect, retain and use information about Dealer from any person for the purpose of assessing Dealer's credit worthiness.

**(b)** to disclose information about Dealer:

- i) to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to Dealer's obligations to IBC; and
- ii) to such persons as may be necessary or desirable to enable IBC to exercise any power or enforce or attempt to enforce any of IBC's rights, remedies and powers under this Agreement.

## 18. Dealers Default

**(a)** Dealer will be in Default if:

- (i) the Dealer fails to pay any amount due in accordance with these Terms;
- (ii) The Dealer commits a major/material breach of any other provisions under this Agreement;
- (iii) Dealer becomes insolvent, is wound up, has a receiver appointed, enters into any composition or arrangement with Dealer's creditors, does any act which would render Dealer liable to be placed in liquidation or have a receiver appointed over Dealer's property, commit an act of bankruptcy, cease to be of full legal capacity, or dies;
- (iv) Vehicles that IBC has retained title to are at risk due to fault or contributory negligence of Dealer; or
- (v) an event or a series of events (whether related or not) occurs which, in IBC's opinion, may cause a material adverse change in Dealer's ability to meet Dealer's obligations to IBC.

**(b)** If Dealer is in Default then IBC may, at IBC's option, in addition to any other of IBC's rights under this Agreement, do any one or more of the following:

- (i) require Dealer to remedy the default in the manner and within the period that IBC informs Dealer;
- (ii) require Dealer to pay to IBC all amounts Dealer owes IBC immediately;
- (iii) suspend or terminate Dealer 's account with IBC;
- (iv) enforce security interests created by this Agreement;
- (v) terminate this Agreement without notice at any time. If Dealer's account is terminated, Dealer must immediately pay IBC any amount Dealer owes IBC;
- (vi) Exercise any rights that IBC has under these Terms or that are available to IBC at law.

## 19. Miscellaneous Provisions

**(a) Notices.** Any notice may be given by phone, in person, posted, or sent by facsimile or email to Dealer or where Dealer is a company, to any directors of Dealer.

- (b) Confidentiality.** Dealer shall at all times treat as confidential all non-public information and material received from IBC and shall not publish, release, or disclose the same without IBC's prior written consent. For clarity, confidential information includes prices.
- (c) Costs.** Dealer must pay IBC's costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of IBC's rights, remedies and powers under this Agreement.
- (d) Credit Information.** Dealer consents to IBC, or any financier or credit-rating agency, making enquiries of and obtaining any information about Dealer's financial standing and credit worthiness.
- (e) Jurisdiction.** These Terms are governed by the laws of New Zealand. Each party agrees to submit to the non-exclusive jurisdiction of the courts of Japan with respect to any claim or matter arising out of or in connection with this agreement.
- (f) Force Majeure.** If IBC has given Dealer a time for delivery of the vehicles (or any part of them), such time is approximate only and is not deemed to be of the essence. IBC shall not be liable for delay or failure to perform its obligations under these Terms if the cause of delay or failure is beyond its control.
- (g) Other terms:** All other terms as stated in the terms of trade in the IBC website which the Dealer has accepted upon signing up with IBC, provided that if any of the terms is not consistent with this Agreement then the terms of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on \_\_\_\_\_ 2024.

**IBC Japan Limited**

**DIRECT MOTORS**

**Jojo Hemi**  
President & CEO

**Gaurav Trehan**

# Deed of Guarantee

**From:** [Dealer owner's name] ("Guarantor")

**To:** IBC Japan Limited ("IBC")

in respect of all of the obligations owing from time to time by [Dealer's full name] ("Dealer") to IBC pursuant to the Vehicle Supply Agreement ("VSA") dated on or about the date as this Deed of Guarantee.

1. In consideration of IBC agreeing to supply vehicles to the Dealer at the request of the Guarantor, the Guarantor unconditionally and irrevocably guarantees to IBC the due and punctual payment by the Dealer of all moneys payable by the Dealer under the VSA as well as the cost and expenses incurred by IBC in collecting any outstanding debt including any legal fees for the services of a lawyer, and the performance by the Dealer of its obligations to IBC under the VSA.
2. The Guarantor agrees:
  - a. to be deemed as principal debtor for all accounts held by the Dealer with IBC;
  - b. that this guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of account and that this guarantee is both joint and several;
  - c. that the Guarantor's liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
    - i. the granting of time, credit or the indulgence or other concession to the Dealer;
    - ii. any alteration, modification, variation or addition to any agreement in respect of the supply of vehicles; or
    - iii. any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, the Guarantor's obligations under this guarantee or any powers or remedies conferred upon IBC by this guarantee or by law.
3. By signing this Deed the Guarantor confirms that he has been advised by IBC to seek legal advice before signing this guarantee and he has either taken, or decided not to take, such advice.

**EXECUTED** as a deed

**SIGNED** by [ ] as Guarantor

in the presence of:

Witness' signature:

Witness' name:

Occupation:

Address: