

# CLAIMS & DAMAGE POLICY

Mochiron Cars Global (AJTRANS INC)

(Final Legal English Version)

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## §1. General Provisions

1. This Claims & Damage Policy (hereinafter, the “Policy”) establishes the rules and procedures for handling claims related to external damages to vehicles purchased by clients through Mochiron Cars Global (AJTRANS INC), including processes of purchase, transportation, storage, loading, unloading, and international shipment.
2. This Policy forms an integral part of the agreement between Mochiron Cars Global and the client. By requesting a vehicle purchase or logistics service, the client confirms acceptance of the terms of this Policy.
3. This Policy applies exclusively to the situations expressly described herein. All vehicles are purchased and delivered strictly on an “AS-IS” basis, without any warranties regarding technical condition, operability, mileage, completeness, or accuracy of auction descriptions.
4. Claims not covered by this Policy shall not be reviewed or accepted.

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## §2. Claims for Damages Discovered at the Loading Terminal

1. The client may submit a claim if photos taken at the loading terminal (warehouse/loading facility) show new external damages that were not present on the official auction photos (Copart, IAAI, Manheim, etc.).
2. A claim will be accepted only if:
  - photographic evidence clearly shows the damage, and
  - the damage occurred before the vehicle was physically loaded into the shipping container.
3. Mochiron Cars Global will accept such claims and facilitate the vehicle return process to the auction only upon sufficient evidence and confirmation of the damage.
4. The client must submit high-quality photos within 5 calendar days from the moment the loading terminal photos were sent to the client.
5. If the auction house approves the return, the refund to the client will be issued only after Mochiron Cars Global receives the refund from the auction.

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6. All transportation costs required by the auction for return procedures (delivery to and from the terminal) shall be borne by the client, unless otherwise stated by the auction rules.

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## **§3. Claims for Damages Discovered After Delivery to the Client**

1. The client may submit a claim if new external damages are discovered after the vehicle has been physically received, provided that such damages were not present on the loading terminal photos.
2. A claim shall be accepted only if all of the following conditions are met:
  - a) the repair cost exceeds USD 500;
  - b) more than two body panels are affected or repainting is required;
  - c) the client provides “before” and “after” photos of comparable quality and angles.
3. Claims must be submitted within 5 calendar days from the date the vehicle was received by the client.

Claims submitted after this period will not be accepted under any circumstances.
4. Mochiron Cars Global will conduct a detailed investigation with its logistics partners, terminal operators, and—where applicable—insurance companies.

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## **§4. Liability for Damages During Loading, Transportation, and Storage**

### **4.1. Damages Occurring During Loading**

Mochiron Cars Global accepts full responsibility for damages that occur during the loading process if:

- a) loading was performed by Mochiron Cars Global personnel; or
- b) loading was performed by a third-party contractor engaged and selected by Mochiron Cars Global.

In such cases, Mochiron Cars Global will provide compensation, repair, or another form of settlement.

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## **4.2. Damages Occurring Inside the Container During Ocean Transport**

1. If the investigation determines that the damage occurred:
  - due to weather conditions;
  - ocean swell, vibration, turbulence;
  - condensation;
  - cargo shift inside the container;
  - or any other external factor not related to improper loading or insufficient securing,then Mochiron Cars Global bears no liability.
2. In such cases, Mochiron Cars Global acts solely as the client's representative and assists in filing a claim with the shipping line or insurance company (if the cargo was insured).
3. The client independently decides whether to insure the cargo.

Lack of insurance may result in no compensation for damages sustained during ocean transport.

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## **§5. Claims That Are Not Accepted**

The following types of claims shall not be accepted:

1. Technical defects (engine, transmission, suspension, electronics).
2. Differences between the auction description and the actual vehicle condition.
3. Missing interior elements, covers, mats, trim pieces, or other small components.
4. Minor chips, scratches, scuffs, and other wear typical of transportation.
5. Natural dirt, dust, and environmental residues.
6. Damages resulting from pre-existing hidden defects.
7. Damages sustained during ocean transport when the cargo was not insured.
8. Lost keys if they were not provided by the auction or transport company.
9. Any claim submitted more than 5 calendar days after the client received the vehicle.

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## §6. AS-IS Condition

1. All vehicles are purchased and delivered strictly on an “AS-IS / as received” basis, meaning:
  - a) Mochiron Cars Global provides no warranties regarding technical condition, mileage, completeness, or auction description accuracy;
  - b) the client accepts the vehicle in its actual condition;
  - c) all risks related to the technical condition of the vehicle lie with the client;
  - d) photos, videos, reports, and comments are for reference purposes only and are not grounds for a claim.

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## §7. Claim Submission Procedure

1. Claims must be submitted in writing only to:

export@mochironcars.com
2. The subject line of the email must strictly include:

CLAIM — [VEHICLE VIN]
3. The claim must include:
  - Vehicle VIN;
  - date of receipt (or date of receiving terminal photos);
  - detailed description of the issue;
  - “before” photos (auction/terminal) and “after” photos.
4. Mochiron Cars Global reserves the right to request additional documents or photographs.
5. Claim review may take 5 to 30 business days, depending on the complexity of the case and the involvement of third parties (shipping lines, auctions, insurers).

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## §8. Final Provisions

1. This Policy applies to all vehicle shipments performed by Mochiron Cars Global, regardless of destination country.
2. Mochiron Cars Global reserves the right to amend this Policy without prior notice.
3. In all matters not covered by this Policy, the terms of the main contract between Mochiron Cars Global and the client shall apply.