



01.01.2021

VEHICLE REMOTE PURCHASE- SALE AGREEMENT

No. CFR002171

Incheon City

This Agreement (hereinafter referred to as the "Agreement," consisting of 6 [six] pages) is concluded between:

"CARIFY" Limited Liability Company, registered under the legislation of the Republic of South Korea and operating under its Charter, represented by CEO ORKHAN HUSEYNOV (hereinafter referred to as the "Seller"); and

[Buyer's Full Name] (ID No. AA0000000) (hereinafter referred to as the "Buyer").

(The Seller and the Buyer are individually referred to as a "Party" and collectively as the "Parties.")

1. SUBJECT OF THE AGREEMENT

1.1. The Seller shall:

Purchase the vehicle selected by the Buyer (hereinafter the "Vehicle") from registered online platforms (e.g., www.carify.kr, encar.com, lotte auction, heydealer etc.) in South Korea, in the Buyer's name.

Transport the Vehicle to the destination country as requested by the Buyer.

Brand and Model:	Kia Sorento
VIN:	KNAPH81ADKA*****
Year:	2018/12
Color:	White
Mileage:	36.047 km
Engine Capacity:	1,995 cc

1.2. The Vehicle is a used car (as ordered by the Buyer).

1.3. The Seller will provide the Buyer with:

- Vehicle condition reports from the seller or online platforms.
- Detailed video/photos of the Vehicle via email/WhatsApp/Telegram.
- Buyer acknowledges they cannot inspect the Vehicle physically before purchase.

1.4. Transport & Customs Costs:

- All shipping and customs clearance fees (customs duties, VAT, unloading, etc.) are paid by the Buyer.

1.5. Transport Cost Adjustments:

- If shipping costs increase (e.g., from South Korea), the Buyer covers the difference.
- If costs decrease, the difference is refunded to the Buyer.

2. OBLIGATIONS OF THE PARTIES

2.1 Seller's Obligations:

- Purchase and deliver the Vehicle within 3 months. Delays beyond 3 months due to force majeure are exempt. (This point depends on the destination to the country)
- Provide documents for registering the Vehicle in the destination country.
- If the Vehicle is sold by a Korean dealer before purchase, find another car.
- Do not cover minor damages (scratches, cleaning, fuel) up to \$200 (two hundred dollars) at delivery.

2.2. Buyer's Obligations:

- Pay \$200 (two hundred dollars) deposit for vehicle selection and full price upon confirmation.
- Cover additional costs such as container unloading fees (depends on the delivered country) and customs costs in the delivered country.
- Accept the Vehicle via a handover report at delivery.

3. VEHICLE VALUE AND PAYMENT TERMS

3.1. The automobile amounts to **20,000 (twenty thousand) US dollars**. This amount includes the following:

- The price, considering the technical condition, defects, and consumption quality – **20,000 (twenty thousand) US dollars**.
- Transportation costs incurred during the delivery of the automobile to the handover point from South Korea – **Costs depend on the destination country**.
- Additional costs in Korea (bringing a car to our parking place, preparing export documents and all other minor costs) – **400 (four hundred) US dollars**.

3.2. The payment for the vehicle is made by the Buyer directly to the bank account of the selling company (located in South Korea), based on the invoice provided by the Seller.

4. DELIVERY AND TRANSFER OF THE VEHICLE

4.1. The handover of the vehicle between the parties shall be formalized by a delivery and acceptance report.

4.2. The Seller shall notify the Buyer via mobile phone or email when the vehicle is ready for delivery.

4.3. Upon taking delivery, the Buyer shall inspect the vehicle to verify that its technical and external condition matches the provided specifications (as outlined in Clause 1.3).

4.4. The Buyer obtains ownership rights over the vehicle once it is registered in their name in South Korea.

- **Risk transfer:** The risk of mechanical damage during transit shifts to the Buyer after the vehicle is shipped from South Korea.

- **Completion of obligations:** Once the delivery and acceptance report is signed, the Seller is deemed to have fulfilled its obligations under this agreement.

(Note: The Buyer assumes responsibility for any transport-related damages after the vehicle is shipped, and the Seller's role concludes upon handover.)

5. VEHICLE SALE TERMS

5.1. No Warranty Provided:

- After the vehicle is delivered to the Buyer, the Seller does not provide any warranty regarding the vehicle's quality or technical defects (except for the transmission and engine).
- The Buyer acknowledges that they are purchasing a used vehicle, and any malfunctions or defects may result from natural wear and tear or normal usage.
- Consequently, the Buyer cannot file any claims against the Seller regarding the vehicle's quality.

5.2. Pre-Contract Disclosure:

- Before signing this agreement, the Seller must provide the Buyer with detailed information about the vehicle's general and technical condition.

5.3. Buyer's Confirmation of Inspection:

- The Buyer confirms that, prior to signing this agreement, the Seller has provided:
 - A comprehensive inspection report of the vehicle.
 - Diagnostic records (including service checklists confirming the vehicle's inspection at an authorized service center).

5.4. No Liability for Hidden Defects:

- The Seller is not responsible for hidden defects that could not be detected during inspection.

- The Buyer agrees that such defects may exist and, if discovered later, accepts them as-is, agreeing to cover repair costs at their own expense.

5.5. Optional Pre-Purchase Inspection at Official Service Centers:

- If the Buyer requests a detailed technical inspection at an official service center (in South Korea, they must:
 - Prepay the service fee (approximately **\$400 USD (four hundred dollars)**, subject to change based on the service center).
 - Transfer the amount to the Seller's specified bank account in advance.
- This fee is **non-refundable**, even if the Buyer later cancels the vehicle purchase.

(Note: The Buyer assumes all risks related to the vehicle's condition after delivery, except for major issues with the transmission and engine. Optional inspections are available at the Buyer's expense.)

6. FORCE MAJEURE

6.1. Notification of Force Majeure Events:

- If a Party is unable to fulfill its obligations under this Agreement due to force majeure events (including but not limited to: fire, flood, natural disasters, blockades, strikes, military operations, civil unrest, or embargoes), it must notify the other Party within **15 (fifteen) days** of the occurrence or cessation of such events.
- The notification must specify:
 - The nature of the force majeure event.
 - Its impact on contractual obligations.

6.2. Liability for Failure to Notify:

- The Party failing to provide timely notification shall be liable for any damages incurred by the other Party due to lack of awareness.

6.3. Termination Due to Prolonged Force Majeure:

- If force majeure circumstances persist for more than **1 (one) month**, either Party has the right to terminate the Agreement by providing written notice.
- In such cases:
 - No compensation shall be payable by either Party.
 - The Agreement shall be considered void without further financial obligations.

(Note: Force majeure relieves the affected Party from liability but requires prompt communication. Prolonged disruptions allow termination without penalties.)

7. ADDITIONAL TERMS

7.1. Effective Date & Termination:

- This Agreement comes into force upon signing and ceases to be effective once all mutual obligations between the Parties have been fully fulfilled.

7.2. Non-Transferability of Rights & Obligations:

- Neither Party may transfer its rights or obligations under this Agreement to any third party without prior written consent from the other Party.

7.3. Amendments & Additions:

- Any modifications or additions to this Agreement shall only be valid if signed by authorized representatives of both Parties and shall form an integral part of the Agreement.

7.4. Confidentiality:

- The Parties agree to keep all information related to this Agreement confidential and not disclose it to third parties without prior written consent.

7.5. Copies of the Agreement:

- This Agreement is executed in two identical copies, each having equal legal force.
 - One copy shall be kept by the Seller (Carify).
 - One copy shall be kept by the Buyer.

7.6. Odometer Discrepancy Guarantee:

- If, upon inspection in the destination country, a discrepancy is found between the actual mileage and the mileage recorded when the vehicle was driven in South Korea, Carify assumes full responsibility and provides appropriate guarantees.

7.7. Guarantee for Body Damage & Repainting:

- If inspection in the destination country reveals that the vehicle has hidden collision damage, repainting, or replacement of any body parts, Carify assumes full responsibility and provides necessary guarantees.

7.8. Guarantee for Mechanical & Operational Defects:

- If inspection in the destination country reveals any technical or operational defects (excluding normal wear and tear):
 - Carify assumes full responsibility for repairs or compensation.
 - **Engine & Transmission Warranty:** If any issues with the engine or transmission are detected within **36 hours** of delivery, Carify will cover the necessary repairs. (it does not include basic engine problems such as engine belt or chain, engine mounts or some leakages)
 - **No Warranty for Other Mechanical Parts:** Except for the engine and transmission, no additional warranties apply to other mechanical components.

(Note: Carify guarantees transparency regarding mileage, body condition, and major mechanical defects, with special emphasis on engine and transmission issues detected immediately after delivery.)

8. PARTIES' DETAILS

Seller:	Buyer:
<p>CARIFY LLC</p> <p>8th Floor, No. 875, Cheongna The Liv Tiamo, 490 Jungbong-daero, Seo-gu, Incheon, Korea 22770</p> <p>TEL: +82 10 7216 7665</p> <p>Company Registration Number: 574-81-03341</p> <p>Account No.: 11391001565838</p> <p>KEBHana Bank Seolin Branch</p> <p>SWIFT: KOEXKRSE</p> <p>Currency: USD</p> <p>CEO</p> <p>Orkhan Huseynov _____</p> <p>(Sign)</p>	<p>Full Name: Manuel Fernandes</p> <p>ID №: AA000000</p> <p>_____</p> <p>(Sign)</p>