

# Welcome to KCA!!!

KCA allows all the auto buyers to access the available stock however to participate in KCA's LIVE INTERNET AUCTION service, one should register themselves and become any one of the members (Basic, Silver, Gold, Premium) of KCA. Only after the registration, members can access our auction page. HAPPY BIDDING!

**Please read our Terms stated below:**

## **Registration**

01. Person who registers with KCA is requested to do the registration personally.
02. KCA will require you to provide personal information such as your name, address, telephone number, email address to the extent necessary to obtain KCA's service.
03. In case of any change or cancellation to the profile information, member should promptly inform and KCA will do that upon member's request.
04. KCA requests the user to provide complete, accurate, and no false information while they register.
05. KCA has complete right to verify the information provided by the user and can reject the registration if any of the criteria is not met.

## **User ID & Password**

01. You will receive a User ID and a password on completing registration process with KCA.
02. KCA requests the members to reset their password (computer will automatically prompt to change the password) at the time of their first login for protection. Password should not be less than 9 characters. Please maintain your ID and password securely.
03. The Member is responsible for maintaining the confidentiality of the password and account information; and is completely responsible for all activities that happen under their password and account.
04. Members are requested to frequently keep checking their accounts and specifically login to their accounts before auction to prevent from any fraudulent activity.
05. If a member finds his/her ID been used by an unknown person or any other problem then the member is requested to notify to KCA about it before the auction begins.

06. Under no circumstances, KCA cannot and will not be responsible for any loss or damage arising from misuse of ID and password after the auction begins or ends.
07. All the given details during registration will be safe and never disclosed by KCA.

Please be reminded that KCA may have to disclose information if it is needed to respond to the legal requirement.

### **Delete Account**

01. Members can unregister with KCA and delete their membership account on request.
02. No account will be cancelled unless the total payment of the till date transactions has been paid by the member and confirmed.
03. On deletion, KCA withdraws the ID of the member and that particular ID cannot be used by the member on registration with KCA in future.
04. Cancellation of the account includes: removing member's access to the account, delete the password and all related information in the account.

### **Termination of Service**

KCA reserves the right to delete the membership immediately on finding any false information or misconduct without any notification and refuse the member to not use the service in the future.

### **Payment Method**

01. KCA strictly accepts the payment through TT (Telegraphic transfer) remittance i.e. from the bank at the customer's end to KCA's account, only.
02. KCA will not accept any payments made through: LC, Credit Card, Bank Cheque, Reference Payment or Western Union Money Transfer etc.

### **Time Limit for Payment**

01. Member should provide the proof of the payment within 3 working days (except Saturday, Sunday and Banking holiday in respective country) of the completion of the auction for confirmation purposes.
02. Members who fail to pay the complete amount for their overall transaction will not be eligible to participate in the next auction.

### **Charges**

01. The highest bidding price will be the F.O.B. price.

02. Every member must pay the C&F price of the vehicle and the charges for dispatching the documents related for the shipment through DHL/ UPS/ EMS (not more than 50\$US). However, the shipping freight charges can be requested on collect basis with the shipping line approval.
03. The additional charges will be added to the total cost in case of requesting any of the below mentioned services:
04. Inspection Certificate (JAAI/JEVIC/MAF)
05. Marine Insurance
06. Extra accessories
07. Replace of Timing Belt / Engine Oil / Oil Filter or any other part of the vehicle.
08. Any additional requests from the above mentioned services.
09. Members can calculate the shipping freight charges from Japan to the destination port by using the Freight Calculation option available in KCA's website, which will give the actual shipping freight charges.
10. In case of any problem regarding calculating the shipping freight charges it is advised to contact KCA before purchasing the car and our staff will revert as soon as possible.

**NOTE:**

01. C&F price is equal to F.O.B price + Shipping Freight Charges.
02. Customers willing to pay the shipping freight charges on collect basis, are advised not to bid in any auction without the approval from KCA. Customers must contact KCA for approval minimum 1 day (9:00am-3:00pm JST) before the auction begins.

**Bank Charges**

01. The customer is supposed to pay the bank charges while making payment to KCA.
02. If KCA receives the payment with the bank charges deducted then, KCA will send the customer a bill charging for that deducted amount or carry forward and add that amount in the next transaction.  
For e.g.: If the total amount of the transaction is 2000 USD and the amount received is 1960 USD to the KCA account. Then, KCA will charge the customer 40 USD or add this amount to the future transaction and will reflect in the balance sheet.
03. KCA will not bear the bank charges under any condition.

## **Delivery & Shipping**

Khan Enterprise will be the shipper for all the automobiles sold through KCA LIVE INTERNET AUCTION.

## **Cancellation Fee**

1. Member can cancel the vehicle after winning the bid with a cancellation fee of flat 200 USD per cancellation irrespective of the vehicle that has been purchased.
2. However, the cancel request is to be made to KCA within 24 hrs after completion of bidding.
3. After 24 hrs of bidding, the customer has to pay flat 1000\$US per cancellation and will be deducted from the deposit, if needed.

## **Claims**

1. KCA will attempt to provide the most accurate information possible for the vehicle posted on KCA, and shall support sales on the said information.
2. On occasion of any error in the information, KCA shall bear liable for damages or loss to the extent required by agreement.
3. For e.g.: If the customer receives the car in different color/ different accessory / any extra mechanical problem etc. which was not mentioned during the auction process, then KCA will be liable to bear the claim.
4. KCA will be liable to reimburse the amount to the customer due to misinformation in case of minor mistake and will repay 100% amount in case of major mistake.
5. KCA shall not be liable to customers for any damage that arise from any cause beyond the reasonable control of human being but not limited to an act of God which includes storm, downpour, flood, earthquake, war or riot.
6. Customers need to report to KCA about any change found in the received vehicle within 3 days of delivery at the destination port.
7. KCA will not bear any damage/loss that causes to the vehicle after delivering the vehicle at the destination port.
8. Customer's responsibility is to check the oil, water; mechanical parts etc. of the vehicle and cross refer with the Inspection letter. KCA will not be liable for any claim without receiving the delivery report from the shipping line at the port of discharge.

9. KCA would look into the claims from Customers with complete assurance, and shall endeavor to satisfactorily solve the issues through mutual agreement.

## **INDEMNITY**

KCA will claim the damage from the member in case of any violation or damage to KCA, other members or the third party by an illegal act.

## **POLICY REVISION**

- KCA reserves the right to update the policy from time to time by revising the terms and conditions.
- Members are responsible for regularly reviewing these terms and conditions.

## **GENERAL**

- We reserve the right to send you certain communications relating to the our service, such as new service announcements, administrative messages that are considered part of your account, without offering you the opportunity to opt out of receiving them.
- By visiting our site, you are considered to have agreed to the terms and conditions of this Privacy Policy. If you do not agree, please contact us for your concerns.
- For more information about our Privacy Policy, any additional questions or suggestions, please feel free to contact us at [auction@khan.jp](mailto:auction@khan.jp)

## **After Registering**

01. Once registration is done, members can access the account using their ID and password.
02. Member can register detailed information of the desired vehicle with the make, model, price range etc. and other specifications that satisfies their requests. These criteria will be used in future to display the vehicle that matches the requests while buying.
03. In the event of member's absence during the auction, KCA allows the unique skill for the member to set a desired amount and the computer will bid with the amount mentioned during the auction on behalf of that member.