

As of March 2026

Terms and Conditions for Participation in AKTIO Auction
(Ver.005)

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These "Terms and Conditions for Participation in AKTIO Auction" (hereinafter these "Terms and Conditions") hereby sets out the terms and conditions for participation in the AKTIO Auction (hereinafter the "Auction") held by ASAHI CORPORATION CO.,LTD. (hereinafter "ASAHI"). The customer, who has completed the registration as a member and intends to bid at the Auction (hereinafter the "Member"), is deemed to have agreed to these Terms and Conditions.

1. Qualifications and Registration for Participating in the Auction

(1) Qualifications

- I. It shall be required to complete the registration as a member of the Auction in advance in order to participate and bid at the Auction.
- II. The customer who intends to conduct business subject to the Secondhand Articles Dealer Act (Act No. 108 of 1949 in Japan) through the Auction shall be required to submit its Secondhand Dealer License to ASAHI to complete the registration as a member.

(2) Registration

A customer who intends to participate in the Auction (hereinafter the "Applicant") shall agree with the following items in advance and complete the registration as a member.

- I. Applicants that have no business relationships with ASAHI in the past, shall have their qualifications examined by ASAHI in accordance with its own criteria.
- II. The Applicant shall, upon ASAHI's request, pay a security deposit (hereinafter the "Deposit") of 500,000 yen into the bank account designated by ASAHI. No interest shall accrue on the Deposit. ASAHI may send a remittance request form for the Deposit by e-mail after the examination of qualifications. The Applicant shall bear all bank transfer fees. (Please send a copy of the "Remittance Certificate" or "Application for Remittance with Receipt Stamp of Bank" by e-mail to AKTIO Auction Office after the payment is made so that ASAHI may accurately confirm the payments.)
- III. ASAHI shall retain the Deposit until the balance is totally offset under Item iv below. (Upon the Member's request, ASAHI shall refund the Deposit after deducting the transfer

fee into the bank account designated by the Member after each Auction.) After ASAHI retains the Deposit for a 6 month period, ASAHI may refund the balance of the Deposit after deducting the transfer fee into the bank account designated by the Member. The balance of the Deposit may also be refunded due to ASAHI's own reasons relating to the settlement of accounts.

IV. If a Member that has paid the Deposit makes a successful bid for an item at the Auction, ASAHI shall offset the successful bid price against the Deposit.

(3) Issuance of the Login Password

I. ASAHI shall issue, and notify the Member by e-mail, the login password within two (2) business days after receipt of the Deposit (if requested by ASAHI) from the Member or, if the Deposit is not requested by ASAHI, after completion of the examination of qualifications for registration as a member.

II. The Member shall assume full responsibility for the management of the login password. The Member shall also accept liability for damages arising from, and in connection with, the loss and leakage of the login password.

(4) Changes in Registration Information

The Member shall immediately notify AKTIO Auction Office of any changes to the registration information (e.g., company name, address, telephone number, fax number, e-mail address, department, title, etc.).

2. Rights and Obligations of the Member

(1) Rights of the Member

The Member may use the functions on the Auction Website (hereinafter the "Website") approved for use by the Members, and may bid and make successful bids for items listed on the Website.

(2) Obligations of the Member

All transactions, such as bidding and making a successful bid for items listed on the Website, shall be processed by the computer system. The Member shall follow all results from the computer system and comply with all provisions set out in these Terms and Conditions.

(3) Responsibility of the Member

The Member shall be liable to compensate or indemnify ASAHI for any damages, losses or expenses (including a reasonable amount of attorney fees) (hereinafter the "Damages") incurred by ASAHI due to the Member's breach of obligations under these Terms and Conditions.

(4) Prohibited Matters

The following acts are prohibited at the Auction. If the Member commits any of the following

acts, the Member shall be subject to penalties (including cancellation of registration as a member) by ASAHI, and be liable to compensate any damages incurred by ASAHI.

- I. Directly negotiate business with the seller of the items listed on the Website (the "Seller") before, after, or during the Auction, without participating in the Auction.
- II. Bid and/or make successful bids under the name of any other person, lend the login password to any other person, or have any other person use the login password in any way.
- III. Bid or make successful bids for items which are consigned for the Auction by the Member who owns those items.
- IV. Interfere with the operation of the Auction.
- V. Any other acts that violate the laws and regulations, ordinances, these Terms and Conditions or other rules and regulations established for the Auction.

(5) Damages

ASAHI shall not be liable to compensate any damages incurred by the Member as a result of any of the following:

- I. Where the Auction has been cancelled or it becomes impossible to continue the Auction due to an unavoidable reason (e.g., the failure of the computer system, etc).
- II. Where the bid information, etc. of the Member has not been recognized on the Website.

(6) Suspension and Cancellation of Registration of the Member

ASAHI may suspend or cancel the registration of the Member without giving any prior notice to the Member in any of the following events, and the Member may not make any objections to the suspension or cancellation. ASAHI shall not be liable to compensate any unexpected damages incurred by the Member as a result of such suspension or cancellation of the registration.

- I. Where the Member fails to make payments related to the Auction.
- II. Where any petition for seizure, provisional seizure, provisional disposition, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, etc. is filed by or against the Member.
- III. Where the Member dishonors a note or a cheque, or where the Member receives a disposition for suspension of transactions with banks.
- IV. Where the Member causes reputational damage to the social credibility of the Auction or ASAHI.
- V. Where the Member breaches any rules or regulations of the Auction.
- VI. Where ASAHI deems it necessary for the operation of the Auction.
- VII. Where ASAHI deems that the Member falls under Article 6, Paragraph (5), Item i or ii.

3. Bid and Successful Bid

(1) Bid and Successful Bid

I. At the Auction, the Members shall compete with each other by offering the bid price for items listed on the Website. The Member who has offered the highest price for an item at the end of the Auction or at the end of the automatically extended auction period of the Auction is the successful bidder (hereinafter the "Successful Bidder"). Once the Member offers the bid price, the Member may not change nor cancel the bid price for any reason.

II. The Successful Bidder shall receive a successful bid confirmation e-mail automatically sent from the auction system at the end of the Auction for the item. Please contact AKTIO Auction Office if you do not receive the successful bid confirmation e-mail even though you are indicated as the successful bidder on the screen.

III. ASAHI shall send the successful bid notice, sale and purchase agreement, payment request specifying the bank account, etc. to the Successful Bidder without delay.

IV. ASAHI shall not be liable to compensate any damages incurred by the Member due to a delay in receipt, non-receipt, etc. in bidding caused by the communication environment of the Member or the Website.

(2) Currency

The Members shall pay the successful bid price for all items in Japanese yen. Consumption tax, etc. are not included in the successful bid price, and in the case of domestic transactions, the Successful Bidder shall pay consumption tax, etc. adding to the successful bid price. Even in transactions on the premise of export, if ASAHI is unable to apply for an export tax exemption or is subsequently charged with back taxes due to reasons attributable to the Successful Bidder (such as domestic resale, failure to submit the export permit, or discrepancy in the exporter's name), the Successful Bidder shall, upon ASAHI's request, immediately pay an amount equivalent to the consumption tax and any incurred incidental taxes. Prices indicated in US Dollars on the Website are only for reference.

(3) Terms and Conditions of Transaction

I. The Successful Bidder shall execute a sale and purchase agreement (hereinafter the "Sale and Purchase Agreement") between ASAHI in the form prepared by ASAHI for each item at the successful bid price immediately after the Auction. If the Successful Bidder fails to conclude the Sale and Purchase Agreement, the Successful Bidder shall lose its right as the successful bidder of the item.

II. In principle all items sold at the Auction shall be delivered on an "as is" basis by the freight forwarder designated by ASAHI at the port designated by ASAHI indicated on the Website, and the transfer of possession (physical delivery) shall take place therein. Provided, however, that regarding the timing of the transfer of ownership in export transactions, the provisions

of Article 5, Paragraph 2-I shall prevail.

III. All items sold at the Auction shall be second-hand items, and the Member may not receive any compensation from ASAHI for the performance, function, quality, etc. of such items. Please consider the bid price based on such assumption.

IV. The evaluation report is prepared to provide information of the evaluation based on a certain criteria established by ASAHI, and the evaluation report shall not guarantee any condition of the items sold at the Auction including the manufacturing year and the operating hour.

V. ASAHI shall not transfer or deliver the “Common Transfer Certificate of Japanese Construction Equipment Manufacturers Association”. Please contact ASAHI if you need such a certificate before participating in the Auction.

VI. The Successful Bidder shall deal with the matters related to domestic and foreign restrictions on transactions (emission control, product liability laws, restrictions by economic organizations, environmental regulations, restrictions on imports, vehicle registration, etc.) by itself.

VII. The Successful Bidder may not suspend, cancel, etc. the successful bid for any reason.

VIII. ASAHI shall not be responsible for the performance, quality, defect (including latent defect) or other part of the items sold at the Auction.

IX. Export-Oriented Transactions and Treatment of Related Costs

Transactions relating to items successfully bid at the Auction may include transactions conducted on the premise of export outside Japan.

Where ASAHI arranges inland transportation and/or storage within Japan to a location designated by the Successful Bidder, a port of shipment, or a bonded warehouse, under EX-GO, FOB, CFR, CIF or similar terms, such inland transportation fees and storage fees shall constitute an inseparable and integral part of the price of the relevant item.

Such inland transportation fees and storage fees shall arise solely for the purpose of exporting the relevant item and shall not be deemed independent or separate service transactions.

(4) ASAHI's Right to Cancel the Auction and Terminate the Agreement

ASAHI has the right to cancel the Auction or terminate the Sale and Purchase Agreement at any time with a good reason in any of the following events. ASAHI shall not be liable to compensate any losses incurred by the Member in such cases. If the Sale and Purchase Agreement is terminated, the Successful Bidder shall lose its right as the successful bidder of the item.

I. Where there is an incorrect statement, etc. about the items sold at the Auction.

II. Where a third party claims its legitimate right to the items sold at the Auction.

III. Where it becomes difficult to deliver the item since it is impossible to transfer the

ownership of the item or any other reasons.

4. Related Expenses and Delivery (Transportation) Terms

(1) Related Expenses and Delivery (Transportation) Terms

- I. The successful bidders will be charged a contracting fee of 10,000 JPY per lot.
- II. The successful bid price shall be set on the assumption that the item will be delivered at the location designated by ASAHI indicated on the Website.
- III. The Successful Bidder shall bear the FOB charges, shipping costs, transportation expenses from the location designated by ASAHI, costs for the certificate, inspection and visa necessary for import and export, costs for taking the item from the warehouse at the time of receiving the item from the location designated by ASAHI and other expenses.
- IV. The successful bidder shall comply with all relevant laws and regulations when delivering the successful bidder. In addition, if ASAHI determines that there is a violation of laws and regulations, the delivery will be canceled.

(2) Additional Expenses

Based on request from the Successful Bidder, ASAHI shall clean, disassemble, etc. the item in a special way, and the Successful Bidder shall pay additional expenses for it.

5. Payment and Collection of the item

(1) Payment Method

- I. The successful bid price together with related and additional expenses shall be fully paid into the bank account before the collection of the item. The Successful Bidder shall bear the bank transfer fee. Other payment methods shall not be accepted for the Auction.
- II. The successful bid price together with related and addition expenses shall be paid by the Friday of the following week (Japan time) after the last day of the Auction. If ASAHI can not confirm the payment by the deadline, ASAHI may claim for default interest of 14.6% per annum from the Successful Bidder for the number of days of delay in the payment. Please send a copy of the "Remittance Certificate" or "Application for Remittance with Receipt Stamp of Bank" by e-mail to AKTIO Auction Office after the payment is made so that ASAHI may accurately confirm the payments.
- III. The Successful Bidder may not terminate the Sale and Purchase Agreement for any reason. If ASAHI gives a special permission to do so, the Successful Bidder shall pay the higher of 500,000 JPY (which is equivalent to the amount of the Deposit) or 25% of the successful bid price, as a penalty to ASAHI, in addition to the default interest. In such cases, the ownership of the item shall not be transferred to the Successful Bidder, and the Successful Bidder shall lose its right as the successful bidder of the item.

IV. If there is a delay in payment by the Successful Bidder, ASAHI may terminate the Sale and Purchase Agreement without giving any prior notice to the Successful Bidder. In such cases, ASAHI may announce the reason for terminating the Sale and Purchase Agreement at its sole discretion.

(2) Collection of the item

I. The risks and ownership of the item shall be transferred to the Successful Bidder at the time when ASAHI confirms the payment of the successful bid price. The Successful Bidder shall be responsible for any damages to the item from then on.

Notwithstanding the foregoing, where the Contract is concluded on the premise of export (including transactions under EXW or EX-GO terms), the ownership of the Goods shall be retained by the Seller until the Goods are loaded on board an ocean-going vessel for international transportation.

For the avoidance of doubt, the transfer of risk shall be governed by the applicable Incoterms® unless otherwise expressly agreed.

II. Where this Contract is entered into on the premise of an export transaction, upon confirmation of payment of the successful bid amount and once the Successful Bid Item becomes available for delivery at the location designated ASAHI, ASAHI may change the party authorized to store, handle, and manage the Item from ASAHI to an export agent, freight forwarder, or other third party engaged in the pickup or export procedures of the Item.

III. The Successful Bidder shall receive the item by the second Friday following the end of the Auction. If there is a delay in the collection of the item, the successful bidder shall pay ASAHI a storage fee of 500 JPY per day for each item such as a generator or compressor, and 800 JPY per day for each piece of construction machinery. * Storage fees are also incurred on Saturdays, Sundays, and public holidays.

IV. The Successful Bidder shall report the details of the collection of the item or the forwarding of the item to the designated party by e-mail to ASAHI in the form prescribed by ASAHI at least two (2) business days prior to the collection date of the item.

(3) Failure in Collection of the Item

I. If the Successful Bidder fails to collect the item within thirty (30) days from the last day of the Auction, the Successful Bidder shall pay the higher of 500,000 JPY (which is equivalent to the amount of the Deposit) or 25% of the successful bid price as a penalty to ASAHI.

II. In such case, the original sales agreement has become impossible to fulfill. Therefore, the ASAHI shall, at its sole discretion, resell the successful bid item mentioned above. To the extent that any amount remains after the deduction of the penalty provided in the preceding paragraph, the storage charges set out in Article 5 Paragraph (2)-III, and all costs and expenses, the Successful Bidder shall be entitled to the return of such remaining amount.

6. Special Terms and Conditions

(1) Change in Ownership

I. If the Successful Bidder made a successful bid for a vehicle with the vehicle inspection certificate (including vehicles with the license plate), the Successful Bidder shall complete the registration for transfer of ownership or cancellation of ownership within one (1) month after receiving the necessary documents, and send a copy of documents indicating the completion of the registration to ASAHI.

II. If the Successful Bidder fails to complete the registration mentioned above within one (1) month after receiving the necessary documents, ASAHI may claim for delay damages of 5,000 JPY per week from the Successful Bidder.

III. If it is necessary to replace the documents prepared by ASAHI (including where a revision seal is required to be affixed) due to the Successful Bidder's own reasons, ASAHI may claim an administration fee of 15,000 JPY per document from the Successful Bidder.

IV. If ASAHI applies for the registration on behalf of the Successful Bidder, ASAHI may claim for an agency commission of 10,000 JPY in addition to the actual expenses from the Successful Bidder.

(2) Recycle Deposit and Vehicle Tax

I. If the Successful Bidder made a successful bid for a vehicle with recycle tickets, the Successful Bidder shall separately pay the recycle deposit to ASAHI.

II. If the Successful Bidder made a successful bid for a vehicle with the vehicle inspection certificate (including vehicles with the license plate) subject to taxation, the Successful Bidder shall separately pay to ASAHI the prepaid vehicle tax for the period from the second month after the month in which the Auction was held to the end of the year, based on the vehicle tax amount already paid by the Seller. If the Successful Bidder intends to apply for the registration for cancellation of ownership for such vehicle, the Successful Bidder shall immediately notify ASAHI of the same.

(3) Export Control

I. If the Successful Bidder uses the item in a foreign country or exports the item to a foreign country, the Successful Bidder shall be responsible for complying with the provisions concerning export control under the export control laws and regulations, such as the Foreign Exchange and Foreign Trade Law of Japan and the foreign country, and for taking all necessary actions so that the item will not be used for development or transportation of weapons for mass destruction.

II. ASAHI may cancel the successful bid or cancel or terminate the Sale and Purchase Agreement if ASAHI deems it inappropriate to export the item. Furthermore, in transactions

on the premise of export, resale within Japan is strictly prohibited. In the event that a Successful Bidder violates this provision, it shall be liable to pay the penalty set forth in Article 5, Paragraph 1-III, and shall indemnify ASAHI for any damages incurred (including, but not limited to, additional collection of consumption tax).

(4) CE Mark

All of the items sold at the Auction DO NOT meet the CE Mark requirements.

(5) Elimination of Antisocial Organizations

I. The following persons and organizations (presently or in the future) may not become a Member:

- i. Organized crime groups, members/associate members of organized crime groups or companies that have relationships with organized crime groups.
- ii. Sokaiya (corporate extortionists), seiji-katsudo-hyobo-goro (groups seeking illegal profits by committing violent or illegal acts under the name of political activities), shakai-undo-hyobo-goro (groups seeking illegal profits by committing violent or illegal acts under the name of social movements) or tokushu-chino-boryoku-shudan (highly intelligent organized crime groups), such as remittance fraud (furikome-sagi).
- iii. Other persons and organizations relevant to the items above.

II. The Members may not commit any of the following acts in person or by using a third party:

- i. Act of making violent demands.
- ii. Act of making unreasonable demands.
- iii. Act of intimidation or violence in relation to business.
- iv. Act of causing reputational damage to the credibility of ASAHI by using fraudulent means or force, or interfering with ASAHI's business.
- v. Other acts relevant to the items above.

(6) Governing Law and Right to Change

I. The Members may not assign or lend any rights or obligations as a Member to a third party, or have a third party use such rights or obligations in any way.

II. ASAHI may revise these Terms and Conditions from time to time as necessary.

III. Any matter not stipulated in these Terms and Conditions, and any questions arising in connection with the interpretation of these Terms and Conditions, shall be resolved through consultations between ASAHI and the Members in good faith.

IV. These Terms and Conditions shall be governed by the laws of Japan and any disputes arising out of, or in connection with, these Terms and Conditions shall be subject to the jurisdiction of the Tokyo District Court at the first instance.

End