

TERMS OF USE

OVERVIEW

This website (www.import4less.co.nz) is operated by import4less a trading name of Motoreka Limited. The terms “we”, “us” and “our” refer to import4less a trading name of Motoreka Limited. 'you' and 'your' are a reference to you; 'Website' means any import4less a trading name of Motoreka Limited website or domain directing you to our website through which the services are offered.

import4less a trading name of Motoreka Limited offers this website, including all information, tools and services available from this site to you, the user, conditional upon your acceptance of all terms, conditions, policies and notices within here.

By visiting our site and/ or registering as a member, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of use”, “Terms”), including any additional or updated terms and conditions and policies referenced herein. These Terms of Service apply to all users of the site.

By accessing or using any part of the site, you agree to be bound by these Terms of use. If you do not agree to any of the terms and use of this agreement, then you may not access the website or use any services.

Any updates which are added to the current site shall also be subject to the Terms of use. Your continued use of or access to the website following any changes constitutes acceptance of those changes.

SECTION 01 - GENERAL CONDITIONS

Becoming a member is free.

Transactions and all other contact between you and us conducted entirely at your own risk.

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell or resell any part of the website, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

You can only use this website for the purposes of finding and bidding on vehicles you intend to purchase for yourself. No commercial use of the website is allowed without express written permission by us.

SECTION 02 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be

relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk. We will translate any documents and provide further information at your request. If you do not ask for specific information that will affect your purchasing decisions we cannot be held liable for any lack of information if any is not provided.

SECTION 03 - MODIFICATIONS TO THE SERVICE AND PRICING

Prices for our services are subject to change with fair notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 04 - PRODUCTS AND SERVICES

We cannot guarantee that your computer monitor's display of any colour will be accurate.

We guarantee that a vehicle we accept a bid on will comply for the country of origin for use on the roads in that country.

We guarantee that the total cost of your car for use on the roads of your nominated country of origin will not exceed your maximum bid.

The vehicle you bid on may amount to less than your maximum bid and that money is refunded to you in full.

We guarantee the condition as described in the auction to be accurate only when supported by our own inspection of the vehicle in Japan and that is put in writing to you.

You cannot ever rely on any version of a phone conversation that would affect your purchasing decision or the outcome of any bid or purchase. You can only rely on any written information provided by us about any vehicle you bid on.

All NZ and Australian Consumer laws will apply to any successful purchase made through the website.

We take care of all the paperwork and all facets of the importation process on your behalf.

We provide you with full disclosure of every aspect of the import lifecycle including all invoices and a full reconciliation of the same on demand by you.

LHD Vehicle information

Vehicles that are at least 20 years old may be imported and used on NZ roads in LHD form.

They must have to have a Gross Vehicle Weight of under 3500kgs.

No permit is required.

For full details please see:

<http://www.nzta.govt.nz/resources/factsheets/12/importing-a-left-hand-drive-vehicle.html>

As of 1 April 2010 the rules regarding importation and use of LHD cars on our roads have changed. You can now register a car in original LHD form as long as it meets the criteria set. The rules were changed to allow late model collectible cars into NZ without requiring conversion to RHD.

There are several criteria set but if you are a NZ citizen or resident and haven't imported one of these in the past 2 years you may be granted a LHD permit if your car meets 3 of the 4 following criteria:

- 1) The car is high performance
- 2) The car is collectible
- 3) There were less than 20,000 units produced
- 4) It's a coupe or convertible

There is a quota of 500 permits per year

For full details please see:

<http://www.nzta.govt.nz/resources/factsheets/12a/category-a.html>

SECTION 05 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your bid).

SECTION 06 – PAYMENTS OR DEPOSITS

All payments by you in relation to a bid must be made in full and with cleared funds on the day before the auction and prior to us inspecting the vehicle for you into our Customer Trust Account.

Your payment or deposit can be returned to you on demand prior to a vehicle being bid on and won.

No payment will be returned after we have successfully purchased a vehicle you have instructed us to bid on and we have won.

Your payment can be returned to you in full without penalty if we were unsuccessful in winning the vehicle you bid on.

Any payments that are not demanded to be returned will not accrue interest. Any interest will be kept by us.

SECTION 07 - TERMINATION

We reserve the right to decline to register or to terminate your membership without entering into further discussions with you.

SECTION 08 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 09 - CONTACT INFORMATION

Questions about the Terms of Use should be sent to us at racheal@import4less.co.nz

Motoreka Ltd
RMVT M335672

PO Box 333
Motueka 7120