

CONDITIONS OF SALE

1.0 General

- A. The sale is concluded by E Bididi Sdn Bhd (1306399-T) (hereinafter referred to as ‘**Auction House**’ as appointed by and as agent for the Seller (hereinafter referred to as the ‘**Legal Owner**’) of the vehicle(s) listed in the Proclamation of Sale (hereinafter shall refer to ‘**Auction List**’) subject to the regulations implied or imposed upon or relating to or affecting the vehicle(s) (hereinafter referred to as the ‘**Vehicle**’).
- B. The sales of vehicle(s) at the auction shall result in a contract of the sale and purchase (hereinafter referred to as "**Contract/Memorandum of Sale**") of the respective vehicle(s) being entered into between the Legal Owner and the successful bidder (hereinafter referred to as '**Purchaser**' or '**You**').
- C. By participating in any auction (including registering as bidder or appoint any agent to bid) indicates that you have read, understand and agree with this Condition of Sale and attaining the minimum majority age of 18 years old and must be citizens or permanent residents of Malaysia.. In the event where you do not agree with any terms as so contained in this Condition of Sale, you shall not under any circumstances participate in any auction conducted by the Auction House and shall not place any bid on any auction unit.
- D. The headings herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation of any of the clauses and provisions herein contained.
- E. Any term relating to auctions or automobile not specifically defined herein shall be construed in accordance with the general business practice and trade of auctions or automobile industry.
- F. By participating in this auction, the persons intending to bid in this auction ("**Bidders**") confirm that:
 - I. the valuation/pricing of the Vehicles are made by the Bidders based on their own independent judgment;
 - II. Bidders participate in this auction on their own free will;
 - III. Bidders have understood, agree and have obtained own independent legal and expert advice on this terms and conditions;
 - IV. Bidders authorise the disclosure of their details to relevant authorities, including but not limited to, the Road Transport Department, the Royal Malaysian Police Department and Puspakom Sdn Bhd (collectively "**Authorities**") for any purpose as may be required by the Authorities.
- G. Together with the contract/Memorandum of Sale, this Condition of Sale shall constitute one binding legal contract between the Legal Owner and the Purchaser.
- H. A right to accept bid on behalf of the Legal Owner is expressly reserved by the Auctioneer. The Auctioneer may, without giving reason, refuse to accept the bid of any person and may decline the offer for any lot or withdrawn any lot from the sale. In furtherance thereto, the Auction House has the absolute discretion to refuse admission of / remove any person from the auction premises (including the participation of auction conducted electronically).
- I. All information contained in the Auction List shall only serve as reference purpose, and shall by no mean constitute as representation to enter into a legal contract. Statements made by the Auction House or as provided in the 'remarks column' in the Auction List by the Legal Owner are merely best data and facts about the Vehicles that are available to the

Auction House/Legal Owner and shall not be relied upon by the Bidder as definitive statements.

- J. The Vehicles may contain further inherent defects not specified in the 'remarks column'.
- K. Vehicles identified as 'engine number tampered', 'chassis number tampered' and 'cut and joined' are sold as scrap, without warranties as to the Vehicle's title and transfer of ownership registrability.
- L. All Bidders are advised to inspect the vehicle(s) prior to the sale and shall verify the information being so contained in the Auction List with relevant Authorities.
- M. The Bidders acknowledge the fact that in view of the nature of this auction, the Auction House and Legal Owner had not verified the condition, status, roadworthiness, state of defects, repairs and rectification required for the Vehicles.
- N. The Auction House and Legal Owner shall not be responsible or liable for repair/rectification of any existing defects in the Vehicles.
- O. Purchaser shall indemnify the Auction House, Auctioneer, and the Legal Owner all liability arising from contract, tort, or any theory of law.
- P. Any error, miss-statement or wrong description of the Vehicle in any documents related to this auction shall NOT annul or invalidate the auction not the same shall grant any rights to the Bidder to make any claim in respect thereof.

2.0 Regulation of Sale

- A. All intending Bidders are required to Earnest Deposit with the Auction House a minimum sum of RM1,600.00 (hereinafter referred to as "Earnest Deposit") (of which the Earnest Deposit were inclusive of RM1,000.00 as refundable auction Earnest Deposit, RM600.00 as auction premium) by Bank Draft, Cash or Credit Card only in favor of E Bididi Sdn Bhd and is required to sign a registration form prior to the auction sale. Only an Account Holders are allowed to pay the Earnest Deposit of vehicle(s) by the company's cheque and subject to the terms and conditions.
- B. Any Bidder who intends to bid on behalf of another person / body corporate / business entity ("**the Principal**") is required to provide the Auction House an authority letter from the Principal 2 days prior to the auction date. Such letter shall contain the identity details of the Principal and shall grant authority to the said Bidder to execute all documents related to this auction.
- C. The Auction House reserves all right to determine the amount of Earnest Deposit from time to time without any prior notice to bidders.
- D. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to Earnest Deposit with the Auctioneer prior to the auction sale a letter authorizing the intending bidder to act on behalf of the other person, body corporate or firm and to sign all relevant documents in connection to the purchasing of the vehicle(s) via auction.
- E. Bidders are acknowledged that the Vehicles auctioned are used second-hand Vehicles which may contain various defects and in less than satisfactory condition as a result of the Vehicles use by the previous owners. The Bidder shall be deemed to have full knowledge of the condition, status, state of defects, repairs and rectification required for the Vehicles.
- F. Before the auction, Bidders are reminded to:

- I. Inspect the Vehicles at their own cost and expense at the time and venue designated by the Auction House / Legal Owner;
- II. make verification as to whether any summons were issued by the Authorities;
- III. make independent verification with the Authorities as to the accuracy of the Vehicles' details, identification marks, make, type, model, version, year of manufacture and other relevant particulars;

so as to satisfy themselves completely of the exact condition, state of defects, repairs required and status of the Vehicles.

- G. All intending bidders shall show their intention to offer by clicking on the 'offer button' during the auction process, failing which the Auctioneer shall have right not to accept their offer to bid. Bidders shall not retract his bid after their offer has been accepted by the Auctioneer.
- H. The bids are subject to the reserved price (hereinafter referred to as the 'Reserved Price') to be determined by the Legal Owner as announced by the Auctioneer at the auction process.
- I. The highest bidder, being so allowed and announced by the Auctioneer, shall be the actual Purchaser.
- J. No bid price shall be lower than the reserve price set by the Legal Owner or the previously made bid price. Bidders are not allowed to retract their bid.
- K. The Bidder with the highest bid as announced by the Auctioneer after the fall of the hammer shall be deemed to be the purchaser ("**Purchaser**") of the Vehicle auctioned and the highest bid shall be purchase price ("**Purchase Price**") of the Vehicle.
- L. The Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bids without giving any reason for such refusal. If any dispute shall arise as to the highest bid, the Auctioneer may determine the dispute and the vehicle shall, at the option of the Auctioneer be put up again for sale or put the vehicle at the last undisputed bid and the decision of the Auctioneer shall be final.
- M. The Auctioneer may, at his absolute discretion, carry out the bidding in such a manner as he/she may decide, divide or withdraw any vehicle(s), vary the order in which the vehicle(s) is/are offered for sale, combine any two or more vehicles, re-auction any unsold vehicle(s) at the same auction or adjourn the auction sale of the vehicle(s) to another date and, in the event of dispute, re-commence the bidding of any vehicle(s).
- N. The sale of the vehicle(s) in the auction is subject to Section 18(4) (a) of the Hire Purchase Acts 1967 (Act 212) (if applicable) and that the right to bid on behalf of the Hirer under a Hire Purchase Agreement is reserved whereby the Hirer or anyone person on his behalf may bid at the auction.
- O. In the event that the purchaser refuses to sign the Contract after the fall of the hammer, the Earnest Deposit paid earlier by the bidder shall be forfeited by the Auction House and the vehicle shall forthwith be again put up for sale or the Auctioneer may decide to adjourn the auction sale to another date.
- P. The Auction House and the Auctioneer has absolute discretion, to refuse admission or attendance of any person to the premises or bidding at the auction.

2A. EXTRA REFUNDABLE SECURITY DEPOSIT

- A. For Malayan Banking Berhad auction articles with reserve price from RM5,000-00 and below, an extra refundable security deposit of RM1,000-00 ("**Extra Security Deposit**") is to be collected together with the amount stated in Clause 2.0A from the successful bidder.
- B. The Extra Security Deposit will be refunded after the proof of transfer of ownership being so presented to Malayan Banking Berhad.

3.0 VEHICLE(S)

- A. All Vehicles sold at this auction are strictly on an 'as is where is' basis, without any warranty whatsoever. All implied terms and conditions, warranties on merchantability, roadworthiness, registrability, free from encumbrances and fitness for a particular purpose of the Vehicles, are hereby excluded from this terms and conditions. All implied warranties under the Sale of Goods Act are specifically and expressly negated and excluded in this auction.
- B. Bidders will be given a fair opportunity to view and inspect the Vehicle 2 days prior to the date of the sale.
- C. All intending bidders are recommended to conduct relevant search with relevant Government Agencies at their own cost to verify status of the said vehicle(s). No error or omission or misdescription of the vehicle(s) shall invalidate the sale of the vehicle(s).
- D. The vehicle(s) is/are believed and shall be taken to be correctly described and is/are sold subject to all express conditions, restriction in interest, easement, tenancies, charges, covenants, assignments, liabilities, encumbrances and rights subsisting thereon without obligation to define the same respectively and the Purchaser shall be deemed to have full knowledge of the status and condition of the vehicle and no error, mis-statement or mis-description shall annul the sale and any compensation shall not be allowed in respect thereof.
- E. After the fall of the hammer, the Auction House or the Auctioneer shall not be responsible for any defect, loss or damage to the vehicle(s) whether caused by negligence, wear and tear or otherwise. Ownership of such vehicles shall not be assumed until full payment in respect thereof has been made in full.
- F. The Purchaser shall be liable for the payment of all summonses and penalties payable on the vehicle(s) issued before or after the Vehicle(s) being auctioned.
- G. The Legal Owner and/or the Auction House offer no warranty as to
 - i. The road worthiness of the vehicle(s)
 - ii. The availability of the existing or new registration card of the vehicle(s). and
 - iii. The registration of transfer of vehicle(s) purchased at the auction with the relevant authorities.

4.0 PAYMENT

- A. Immediately after the fall of the hammer, the Earnest Deposit pursuant to Clause 2.0 A. above shall be treated as part payment of the purchased price and the Purchaser shall execute the Contract.
- B. The balance purchased price (the Purchase Price less Earnest Deposit) shall be paid in full by the Purchaser to the Legal Owner and being duly receipt by the Legal Owner within the Allowed Payment Period as stipulated in the Contract from the date of the auction sale any

payment method that the Legal Owner deemed fit. However, the Allowed Payment Period may be extended by the Legal Owner at its absolute discretion upon request in writing by the Purchaser before expiry date provided if any extension is granted, the Purchaser shall pay the Legal Owner charges and interest at the rate to be determined by the Legal Owner at its absolute discretion on the balance purchase price calculated on daily basis until full payment of such amount on or before the extended expiry date.

- C. In default of such payment of the balance of purchased price or any interest payable for any extension of time which may be granted for the payment of the balance purchased price within the Allowed Payment Period in the manner as stipulated in the above clause, the Security Earnest Deposit paid pursuant to Clause 2.0 A. above shall be forfeited by the Legal Owner and the vehicle may be put up for resale by the Legal Owner at its sole discretion. The cost of such resale together with either the deficiency in price (if any), which may result from a re-sale, or the balance of the purchase price if there is no resale shall be recoverable from the defaulting Purchaser as the case may be.

5.0 TRANSFER OF DOCUMENTS

- A. Upon full payment of the purchased price, the Legal Owner shall execute or cause to be executed at the Purchaser's cost and expenses (such as transfer fees, stamp duty, taxes and registration fees) a Memorandum of Transfer (Form K3) in respect of the vehicle(s) in favor of the Purchaser. Thereafter and upon the Purchaser's payment of all such cost and expenses of the transfer, the Legal Owner shall deliver to the Purchaser all transfer documents (if available and applicable), and the Purchaser shall immediately procure for the registration of himself as the owner of the vehicle(s) with the relevant authority.

5A. TRANSFER OF RISK & LIABILITY

- A. Upon the execution of Contract, the Vehicle shall be under the Auction house custody at the sole risk of the Purchaser. However, ownership of the Vehicle shall only pass to the Purchaser upon full payment of the Purchase Price.
- B. The Auction House shall be entitled to charge the Purchaser for storage charges if the Vehicle is not collected from the Auction House' storage facility within the Payment Period as stipulated in the Contract.
- C. The Purchaser shall be responsible for payment of all and any summonses, fines and penalties payable to the any of the Authorities by the previous hirer of the Vehicle.
- D. The Purchaser shall indemnify the Auction House, the Legal Owner and the previous Hirer from all claims, damages, losses and proceedings for all summonses, fines and penalties payable to the Authorities on the Vehicle after taking delivery of the Vehicle notwithstanding the Vehicle's transfer of ownership to the Purchaser is not effected.

6.0 NON-REGISTRATION OF TRANSFER

- A. The Purchaser shall transfer the ownership before making any repairs on the vehicle(s) and no claim will be entertained for any repairing cost and other related expenses of the vehicle(s) in the event transfer of ownership failed to be affected.

- B. Upon full payment of the balance purchase price, storage charges including late payment charges (if any), the Purchaser at his own costs and expense shall take delivery of the Vehicle purchased, from the Legal Owner. Puspakom inspection VR1 on the Vehicle shall be conducted at Purchaser's costs at the storeyard before the Purchaser takes delivery of the Vehicle, failing which any refund claims will not be entertained. Upon taking delivery of the vehicle, Purchasers shall conduct the Puspakom B5 inspection at its own cost.
- C. Thereafter, the Seller shall execute at the Purchaser's costs and expense the transfer form (Form K3) in favour of the Purchaser or the Principal only and provide the registration card of the Vehicle (if any). In the event the Vehicle's registration card is not available with the Legal Owner, the Purchaser at his own costs shall apply for the same with the Authorities.
- D. The Purchaser can claim for refund of the Purchase Price from the Legal Owner, subject to and only in the following circumstances:
- i. if the Vehicle's ownership transfer cannot be registered due to the Vehicle being under criminal investigation by the Authorities,
 - ii. If the Vehicle's ownership transfer cannot be registered, when the Vehicle was originally not identified as 'engine number tampered', 'chassis number tampered' and 'cut and joined' in the remarks column in the Auction List;
 - iii. the non-registrability of the Vehicle's ownership transfer is not due to any reasons attributable to the Purchaser;
 - iv. receipt of original documentary evidence from the Authorities, where the inspection of Authorities is carried out before the redemption of auction unit out from the store yard compound, confirming that the non-registrability of the Vehicle's ownership transfer for reasons stated in (i) & (ii) above from the Purchaser to Legal Owner;
 - v. The claim of refund shall only be limited to the Earnest Deposit and Buyer Premium paid by the Purchaser;
- E. If the transfer of ownership of the vehicle(s) cannot be affected with the relevant authority for any reason whatsoever within thirty (30) days from the date the purchased price is fully paid together with interest (if any) and all other payment due hereunder, and subject to the written consent of the Legal Owner, the purchased price shall be refunded free of interest with the condition that the Purchaser produce satisfactory evidence to the Legal Owner that all reasonable remedial action has been exhausted and THAT the non registration is due to no fault of either party.
- F. Notwithstanding the above, no refund shall be made:
- i. If the claim for refund is not submitted to the Legal Owner and/or the Auction House within fourteen (14) days from the date the purchase price is fully paid with interest (if any) and all other payment due hereunder;.
 - ii. If the transfer of ownership cannot be performed or registered due non-payment of summonses or penalties payable to the relevant authorities;
 - iii. if the Authorities gave a conditional approval for the Vehicle's transfer of ownership registration, under which transfer of ownership registration can be made if any defects / parts of the Vehicle were to be rectified / replaced. (costs and expenses for such rectification / replacement shall be borne by the Purchaser)
 - iv. any act/omission by the Purchaser or his agents, servants or employees which had resulted in defects, loss, damages or seizure/forfeiture of the Vehicle by the Authorities after the delivery of the Vehicle to the Purchaser; and

- v. On the basis of the conditions of the vehicle(s) as the sale is on 'as is where is' basis and state in which it was on the auction date as Clause 3.0 A.

7.0 DELIVERY OF VEHICLE(s)

- A. The Purchaser shall after the full payment of the balance of the purchase price, at his own cost and expenses take possession of the vehicle(s) without any obligation on the part of the Auction House, the Auctioneer or their respective servants or agents to deliver the sold vehicle(s).

8.0 TIME TO BE OF THE ESSENCE

- A. Time shall be of the essence of this Condition of Sale.

9.0 WARRANTY AND REPRESENTATION

- A. The Auction House, the Legal Owner, the Auctioneer or their respective servants or agents shall under no circumstances be liable to any bidders or purchasers for any kind of loss or expenses suffered or incurred by the bidders or purchaser arising out of or in connection with or in respect of the sale for any reason whatsoever. The sale of the vehicle(s) will not in any way render the Auction House, the Legal Owner, the Auctioneer or their respective servants or agents liable for its loss, damage or destruction before, during or after the said sale either by theft, fire or any cause whatsoever.

10.0 VARIATION OF TERMS AND CONDITIONS

- A. The Auction House reserve the sole right to vary, amend, change, alter or make addition or deletion to any of the terms and conditions herein or to postpone, call-off or adjourn the Auction Sale at any time prior to the date of the auction with or without notice without having to provide any reasons or grounds whatsoever.

11.0 COMMUNICATIONS AND NOTICES

- A. Each communication and notices shall be made in writing which include but not limited to:-
- i. Facsimile;
 - ii. Electronic mail; or
 - iii. Post.

The Addendum serve as special terms and shall supersede and replace all relevant terms stipulated in the Terms of Sale (APPLICABLE ONLY FOR EACH MENTIONED LEGAL OWNER) ***

ADDENDUM A

CONDITIONS OF SALE

ENTERING OR PURCHASING VEHICLE(S) IN THIS AUCTION CONSTITUTES ACCEPTANCE ON THE FOLLOWING CONDITIONS OF SALE.

1. **THIS SALE is made by *CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD (“Owner”) in exercise of the rights and powers conferred upon the Owner pursuant to a Hire Purchase Agreement/ Hire Purchase-i Agreement (the date(s) as appearing in the Proclamation of Sale) executed by (“Hirer”) as appearing in the Proclamation of Sale) in favour of the Owner and is subject to the regulations implied or imposed upon or relating to or affecting the subject vehicle.**
2. The intending bidders may participate in the live auction sale (“Auction”) of the vehicles either of the following manner:-

Bidding remotely or at auction venue on the Auction date using the dedicated Mobile app/ website online via www.e-biddi.com (online bidders are also bound by online terms & conditions on www.e-biddi.com).

Once a bid has been submitted, it cannot be retracted, deleted, or cancelled. The Owner is not responsible for any cancelled bids. The Owner still reserves the right to refuse any bid under Clause 6 below.

3. The Auction schedule will be updated on the Auctioneer’s website on monthly basis. Please check the Auction schedule regularly to find out the Auction date(s) for the respective month. `
4. The vehicle is sold on an “as is where is” basis.
5. All intending bidders are required to deposit with the Auctioneer a sum of RM1,000.00 (if the Reserve Price is below RM100,000.00) or a sum of RM5,000.00 (if the Reserve Price is RM100,000.00 and above) (“Deposit”) together with buyer’s premium of RM600.00 (if the Purchase Price is RM5,001.00 and above) or RM300.00 (if the Purchase Price is below RM5,001.00) (inclusive of taxes whenever applicable) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft in favour of the Auctioneer prior to the auction sale. Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Owner to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid. An undischarged bankrupt is also not allowed to bid or to act as an agent.
6. Subject to the Reserve Price together with taxes (whenever applicable), the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser (“Successful Purchaser”) and the Auctioneer and /or the Owner shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to

any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Owner's consent, at his own discretion and with or without notice determine the dispute or re-conduct the auction sale at the last disputed bid or may postpone, cancel a sale or withdraw the Vehicle from the auction sale. The Owner and the Auctioneer will neither have liability nor obligation to the intending bidders as a result of any vehicle withdrawal, or the cancellation or postponement of the Auction. The intending bidders agree to indemnify, defend, and hold the Owner and the Auctioneer harmless from any and all liability arising out of any decisions made in resolving the disputes.

7. No bid shall be less than the last previous bid at a sum to be fixed by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder before the fall of the hammer and/or the decision of the Auctioneer, the Deposit of RM1,000.00 or RM5,000.00 as the case may be, shall be forfeited by the Owner and the vehicle shall at the option of the Owner be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date at the instruction of the Owner.
8. The price after the close of bidding shall be known as "Purchase Price".
9. Immediately after the fall of the hammer and/or the decision of the Auctioneer to accept the highest bid, the deposit pursuant to Clause 5 above shall be treated as part payment to the Purchase Price. The Successful Purchaser shall be issued a Certificate of Sale that will be generated by the Auctioneer and the signature of the Successful Bidder is not required. The Successful Bidder hereby acknowledges and accepts the said Certificate of Sale as a valid transaction of sale and conclusive proof of the sale.
10. In the event that the Successful Purchaser after the completion of sale and after the fall of hammer, either prior or upon the issuance of the Certificate of Sale denies and/or refuses to acknowledge the sales, the Deposit paid pursuant to Clause 5 herein shall be forfeited by the Owner and the vehicle shall forthwith be put up for sale again or the Owner may decide to adjourn the auction sale to another date.
11. The balance of the Purchase Price shall be paid in full by the Successful Purchaser within five (5) working days from the date of auction sale to the Owner ("Expiry Date"). However, the period of five (5) working days may be extended by the Owner at its absolute discretion upon written request by the Successful Purchaser before Expiry Date provided always that the Successful Purchaser shall pay the Owner late payment charges to be determined by the Owner at its absolute discretion on or before the extended Expiry Date.
12. In default of such payment of the balance of purchase price or late payment charges (if applicable) within the time and in the manner as stipulated in Clause 11 above, the Deposit and the buyer's premium paid pursuant to Clause 5 above shall be forfeited by the Owner and the vehicle may be put up for sale by the Owner at its sole discretion.
13. Upon full payment of the balance of the purchase price in accordance with Clause 11 above and late payment charges (if applicable), the Owner shall deliver to the respective store yard for the Successful Purchaser to collect the duly executed transfer document and the original registration card of the vehicle, if the same is in the possession of the Owner.
14. Time shall be the essence of this Certificate of Sale.
15. Any request for refund of monies (which is limited only to the following reasons) paid by the Successful Purchaser shall be allowed provided a written request together with supporting documents (contract note, JPJ search, etc.) is submitted to Owner within 30 days from the auction date:-

- a. Vehicle failed PUSPAKOM VR-1 inspection **while still in the store yard** due to floor board cut, all pillars cut, chassis tampered, engine tampered,
 - b. Information on the model of vehicle and year of manufacture are wrongly declared and do not match the information on the registration card,
 - c. Transfer of ownership cannot be registered due to Police Bond, JPJ Blacklisted other than traffic summons. Only the Purchase Price will be refunded by Owner whereas the buyer's premium will be refunded by Auctioneer. Other cost including but not limited to repair, spray-painting, towing, etc will not be claimable by the Successful Purchaser.
16. For avoidance of doubt, **strictly NO REFUND SHALL BE ENTERTAINED FOR:-**
- a. Claim for refund which is not submitted within thirty (30) days from the date of auction.
 - b. Transfer of ownership which cannot be registered due to traffic summons.
 - c. Vehicle with VR-1 "LULUS BERSYARAT" report which includes but not limited to pillar cut, change of engine, former usage as taxi, parts missing irrespective of whether the vehicle's condition is declared or not during the auction.
 - d. Defects were found after the vehicle was released from the store yard notwithstanding the PUSPAKOM VR-1 inspection has failed,
 - e. Vehicle was taken out from the store yard without prior PUSPAKOM VR-1 inspection at the Owner's panel storeyard.
 - f. In the event custom duty on the vehicle was not paid.
 - o Note: The PUSPAKOM VR-1 inspection must be carried out in the store yard before the vehicle can be released from the store yard.
17. The Successful Purchaser's claim for refund shall only be limited to the Purchase Price paid for the Vehicle. The Purchase Price and the Buyer's Premium shall be refunded to the Successful Purchaser. The Successful Purchaser shall have no further claims against the Owner and/or the Auctioneer. The Owner and/or the Auctioneer shall not be liable for any consequential damages/losses of whatsoever nature suffered by the Buyer.
18. The Successful Purchaser admits and confirms that:
- . he has inspected the vehicle and tendered his bid with full knowledge/notice of the actual state and condition of the vehicle and purchases the vehicle on an "as is where is" basis and shall not be entitled to terminate his purchase or to make any claim for compensation or reduction of the Purchase Price or claim any damages in respect of any misdescription of the condition, state and other aspects of the vehicle;
 - a. he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Owner and/or the Auctioneer;
 - b. As from the time of the sale of the vehicle, the vehicle shall be at the sole risk of the Successful Purchaser with regards to any loss or damage of whatsoever nature or howsoever occurring.
19. The Owner gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale as to the state or condition of the vehicle other than that the Owner is the lawful and beneficial assignee of the vehicle. Save as aforesaid, no representation/warranty is made by or implied against the Owner in respect of the vehicle and all matters in relation hereto.

20. The Owner is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Owner to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.
21. The Owner disclaims all liability in any informal communication between the Successful Purchaser and the Owner before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the vehicle and the sale herein.
22. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.
23. All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the vehicle shall pass to the Successful Purchaser on the date of auction sale.
24. The Owner reserves the right to impose such additional terms and conditions in respect of the sale of the vehicle as the Owner deems fit from time to time by giving prior notice of 14 calendar days.
25. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Owner shall determine such ambiguity or inconsistency and the Owner's decision shall be final and binding.
26. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.
27. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
28. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining Clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.
29. The Auctioneer shall have the liberty to postpone, call-off or adjourn the public auction at any material time without having to provide any reasons or grounds whatsoever.
30. The Reserve Price and the Purchase Price of the vehicle are inclusive of taxes (whenever applicable).
31. Online bidders are also bound by online terms & conditions on www.e-bidbi.com in addition to this Condition of Sale. If there is any conflict or inconsistency between the online terms & conditions and this Conditions of Sale, the Condition of Sale shall prevail.

SYARAT-SYARAT JUALAN

MEMASUKI ATAU MEMBELI KENDERAAN (KENDERAAN-KENDERAAN) DI LELONGAN INI MEMBENTUK PENERIMAAN ATAS SYARAT-SYARAT JUALAN BERIKUT.

1. JUALAN ini dibuat oleh * CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD ("Pemilik") dalam menjalankan hak dan kuasa yang diberikan kepada Pemilik menurut Perjanjian Sewa Beli / Perjanjian Sewa Beli-i (tarikh) seperti yang terdapat dalam Perisytiharan Jualan) yang dilaksanakan oleh ("Penyewa") seperti yang terdapat dalam Perisytiharan Jualan) yang memihak kepada Pemilik dan tertakluk

kepada peraturan-peraturan yang tersirat atau dikenakan terhadap atau berkaitan dengan atau menjejaskan kenderaan subjek.

2. Penawar yang berminat boleh menyertai jualan lelong secara langsung ("Lelong") bagi kenderaan dengan salah satu cara berikut: -
Pembida di tempat lelong atau di lelongan pada tarikh lelong menggunakan aplikasi / laman web secara talian yang ditetapkan secara online melalui www.e-biddi.com (pembida dalam talian juga terikat dengan terma & syarat dalam talian di www.e-biddi.com).

Sebaik sahaja tawaran telah dihantar, ia tidak boleh ditarik balik, dipadam atau dibatalkan. Pemilik tidak bertanggungjawab untuk sebarang bidaan yang dibatalkan. Pemilik masih mempunyai hak untuk menolak sebarang tawaran di bawah Klausula 6 di bawah.

3. Jadual Lelong akan dikemas kini di laman web Pelelong secara bulanan. Sila semak jadual Lelong secara berkala untuk mengetahui tarikh lelongan untuk bulan yang berkenaan
4. Kenderaan akan dijual pada dasar "sepertimana sedia ada".
5. Semua pembida yang berminat perlu menandatangani dengan Pelelong sejumlah RM1,000.00 (sekiranya Harga Rizab berada di bawah RM100,000.00) atau sejumlah RM5,000.00 (sekiranya Harga Rizab adalah RM100,000.00 dan ke atas) (" Deposit ") bersama-sama dengan premium pembeli sebanyak RM600.00 (jika harga belian adalah RM5,001.00 dan ke atas) atau RM 300.00 (jika harga belian kurang dari RM 5,001.00) (termasuk cukai di mana berkenaan) bagi setiap kenderaan secara Tunai, Kad Kredit (Visa / Master) atau Bank Draft memihak kepada Pelelong sebelum jualan lelong. Mana-mana orang yang berminat untuk membida bagi pihak yang lain, perbadanan atau firma dikehendaki menandatangani dengan Pelelong sebelum penjualan jualan lelong atau dokumen relevan lain yang diterima oleh Pemilik untuk menyatakan bahawa dia bertindak bagi pihak orang lain, perbadanan atau firma dan dia diberi kuasa untuk menandatangani semua dokumen yang diperlukan. Semua pembida yang berminat dikehendaki mengesahkan identiti mereka dengan menunjukkan kepada Pelelong kad identiti (atau dokumen pengenalan lain yang boleh diterima oleh Pelelong) sebelum permulaan lelongan untuk tujuan pengesahan, jikalau gagal, mereka tidak berhak untuk membida. Seorang bankrap yang tidak dilepaskan juga tidak dibenarkan untuk membuat tawaran atau bertindak sebagai ejen.
6. Tertakluk kepada Harga Rizab bersama-sama dengan Cukai (di mana berkenaan), pembida tertinggi yang dibenarkan oleh Auctioneer, adalah pembeli yang berjaya ("Pembeli Berjaya") dan Pelelong dan / atau Pemilik berhak untuk menolak apa pun tawaran tanpa memerlukan keperluan untuk memberikan alasan apa pun untuk penolakan tersebut. Jika ada perselisihan tentang setiap bidaan atau bidaan dan / atau proses bidaan dan / atau bidaan tertinggi, Pelelong mungkin ,

setelah mendapat persetujuan Pemilik terlebih dahulu, mengikut budi bicaranya sendiri dan dengan atau tanpa notis menentukan pertikaian itu atau menjalankan semula lelongan pada bidaan yang dipertikaikan terakhir atau boleh menangguhkan, membatalkan penjualan atau menarik balik Kenderaan dari penjualan lelong. Pemilik dan Pelelong tidak akan mempunyai liabiliti atau kewajipan kepada penawar yang berminat akibat daripada pengeluaran kenderaan, atau pembatalan atau penangguhan Lelongan. Penawar yang berminat bersetuju untuk menanggung rugi, mempertahankan, dan tidak melibatkan Pemilik dan Pelelong daripada sebarang dan semua liabiliti yang timbul daripada sebarang keputusan yang dibuat dalam menyelesaikan pertikaian tersebut.

7. Tiada bidaan akan kurang daripada bida terdahulu pada jumlah yang akan ditetapkan oleh Pelelong pada masa jualan dan tiada bidaan akan ditarik balik. Sekiranya terdapat penarikan balik daripada pembida sebelum kejatuhan tukul dan / atau keputusan Pelelong, Deposit RM1,000.00 atau RM5,000.00 mengikut mana-mana yang berkenaan, akan dilupuskan oleh Pemilik dan kenderaan itu hendaklah atas keputusan Pemilik dijual kembali atau Pelelong boleh membuat keputusan untuk menangguhkan penjualan lelongan pada tarikh lain atas arahan Pemilik.
8. Harga selepas penutupan bidaan akan dikenali sebagai "Harga Pembelian".
9. Dengan segera, selepas kejatuhan tukul dan / atau keputusan Pelelong untuk menerima tawaran tertinggi, deposit menurut Klausula 5 di atas hendaklah dianggap sebagai sebahagian pembayaran kepada Harga Belian. Pembeli yang berjaya akan diisukan dengan Sijil Jualan yang akan dihasilkan oleh Pelelong dan tandatangan Pembeli Berjaya tidak diperlukan. Pembeli Berjaya dengan ini mengakui dan menerima Sijil Jualan tersebut sebagai transaksi penjualan yang sah dan bukti konklusif penjualan.
10. Sekiranya Pembeli Berjaya selepas selesai jualan dan selepas kejatuhan tukul, sama ada sebelum atau selepas pengeluaran Sijil Jualan menafikan dan / atau enggan mengakui penjualan, Deposit yang dibayar menurut Klausula 5 di sini hendaklah dirampas oleh Pemilik dan kenderaan itu hendaklah diletakkan untuk dijual atau Pemilik boleh membuat keputusan untuk menangguhkan jualan lelongan pada tarikh yang lain.
11. Baki Harga Belian akan dibayar sepenuhnya oleh Pembeli Berjaya dalam tempoh lima (5) hari bekerja dari tarikh jualan lelongan kepada Pemilik ("Tarikh Luput"). Walau bagaimanapun, tempoh lima (5) hari bekerja boleh diperpanjangkan oleh Pemilik mengikut budi bicara mutlaknyanya atas permintaan bertulis oleh Pembeli Berjaya sebelum Tarikh Luput disediakan dteratkluk kepada Pembeli Berjaya membayar caj lewat lewat Pemilik yang akan ditentukan oleh Pemilik mengikut budi bicara mutlaknyanya pada atau sebelum Tarikh Lanjutan yang dilanjutkan.

12. Jika gagal membayar baki harga belian atau caj lewat lewat (jika berkenaan) dalam masa dan mengikut cara yang dinyatakan dalam Klausula 11 di atas, premium dan premium pembeli yang dibayar menurut Klausula 5 di atas akan dirampas oleh Pemilik dan kenderaan itu boleh dijual oleh Pemilik atas budi bicara mutlak.
13. Selepas pembayaran penuh baki harga belian menurut Klausula 11 dan ke atas caj pembayaran lewat (jika berkenaan), Pemilik hendaklah menyerahkan kepada stor kedai masing-masing untuk Pembeli Berjaya untuk mengumpul dokumen pemindahan yang telah dilaksanakan dan pendaftaran asal kad kenderaan, jika yang sama ada dalam milik Pemilik.
14. Masa adalah intipati sijil jualan ini.
15. Apa-apa permintaan untuk bayaran balik wang (yang hanya terhad kepada sebab-sebab berikut) yang dibayar oleh Pembeli Berjaya dibenarkan dengan syarat permintaan bertulis bersama-sama dengan dokumen sokongan (nota kontrak, pencarian JPJ, dll.) Dikemukakan kepada Pemilik dalam 30 hari dari tarikh lelongan: -
 - (a) Kenderaan gagal dalam pemeriksaan PUSPAKOM VR-1 sementara masih di kawasan stor kerana potongan papan lantai, potongan semua pilar, casis diubah, enjin diubah,
 - (b) Maklumat mengenai model kenderaan dan tahun pembuatan dinyatakan dengan salah dan tidak sepadan dengan maklumat kad pendaftaran,
 - (c) Pemindahan pemilikan tidak boleh didaftarkan kerana Bon Polis, JPJ Senarai hitam selain saman trafik.
 - (d) Hanya Harga Pembelian akan dikembalikan oleh Pemilik manakala premium pembeli akan dikembalikan oleh Pelelong. Kos lain termasuk tetapi tidak terhad kepada pembaikan, penyemburan cat, penarikan, dll tidak akan dapat dituntut oleh Pembeli Berjaya.
16. Untuk mengelakkan keraguan, tiada bayaran balik akan dilayan –
 - (a) Tuntutan untuk bayaran balik yang tidak dikemukakan dalam masa tiga puluh (30) hari dari tarikh lelongan.
 - (b) Pemindahan pemilikan yang tidak boleh didaftarkan disebabkan oleh saman trafik.
 - (c) Kenderaan dengan laporan VR-1 "LULUS BERSYARAT" termasuk tetapi tidak terhad kepada pemotongan pilar, perubahan enjin, penggunaan terdahulu sebagai teksi, bahagian yang hilang tanpa mengira sama ada keadaan kenderaan itu diisytiharkan atau tidak semasa lelongan.

- (d) Kecacatan telah ditemui selepas kenderaan dibebaskan dari halaman stor walaupun pemeriksaan PUSPAKOM VR-1 telah gagal,
 - (e) Kenderaan telah dibawa keluar dari halaman stor tanpa pemeriksaan PUSPAKOM VR-1 di halaman stor panel pemilik.
 - (f) Dalam keadaan duti kastam kenderaan tidak dibayar.
- Nota: Pemeriksaan PUSPAKOM VR-1 mesti dijalankan di halaman stor sebelum kenderaan boleh dibebaskan dari halaman stor.

17. Tuntutan Pembeli Berjaya untuk bayaran balik hanya akan terhad kepada Harga Pembelian yang dibayar untuk Kenderaan. Harga Pembelian dan Premium Pembeli akan dikembalikan kepada Pembeli yang Sukses. Pembeli Berjaya tidak akan mempunyai tuntutan selanjutnya terhadap Pemilik dan / atau Pelelong. Pemilik dan / atau Pelelong tidak akan bertanggungjawab atas apa-apa kerosakan / kehilangan akibat apa jua sifat yang dialami oleh Pembeli.

18. Pembeli Berjaya mengaku dan mengesahkan bahawa:

- (a) dia telah memeriksa kenderaan itu dan mengemukakan bidaannya dengan pengetahuan / notis lengkap tentang keadaan sebenar dan keadaan kenderaan itu dan pembelian kenderaan itu pada dasar "sepertimana ada" dan tidak berhak untuk menamatkan pembeliannya atau membuat apa-apa tuntutan untuk pampasan atau pengurangan Harga Belian atau menuntut apa-apa ganti rugi berkenaan dengan apa-apa salah keterangan mengenai keadaan, keadaan dan lain-lain aspek kenderaan itu;
- (b) dia membuat / mengemukakan tawaran semata-mata hasil daripada pemeriksaan / penilaian sendiri dan bergantung kepada kemahiran dan penilaiannya sendiri dan tidak bergantung kepada apa-apa representasi atau waranti, sama ada tertulis, lisan atau tersirat, oleh atau dari Pemilik dan / atau Pelelong;
- (c) Dari masa penjualan kenderaan itu, kenderaan itu akan menjadi risiko Pembeli Berjaya semata-mata dengan apa-apa kerugian atau kerosakan apa jua bentuk atau apa jua cara berlaku.

19. Pemilik tidak memberi waranti mengenai ketepatan atau kesahihan maklumat dan pernyataan yang terkandung dalam Perisytiharan Jualan dan Syarat Penjualan ini mengenai keadaan atau keadaan kenderaan selain daripada yang Pemilik adalah pemegang hak yang sah dan berfaedah kenderaan. Seperti yang disebut terdahulu, tiada perwakilan / waranti dibuat oleh atau tersirat terhadap Pemilik berkenaan dengan kenderaan itu dan semua perkara yang berkaitan dengannya.

20. Pemilik tidak mempunyai kewajipan untuk menjawab apa-apa pertanyaan atau permintaan oleh Pembeli Berjaya dan apa-apa keengganan atau kegagalan oleh Pemilik untuk menjawab permintaan tersebut untuk apa-apa sebab sekalipun tidak

menjadi alasan untuk tidak selesai atau penangguhan dalam penyelesaian penjualan ini.

21. Pemilik menafikan segala tanggungan dalam apa-apa komunikasi tidak formal antara Pembeli Berjaya dan Pemilik sebelum atau selepas jualan dan Pembeli Berjaya akan mempunyai kewajipan untuk mengesahkan komunikasi berhubung dengan kenderaan dan penjualan di sini.
22. Semua penyiasatan yang diperlukan yang dikehendaki oleh pembeli yang berminat untuk tujuan dan pertimbangannya akan dibuat oleh pembida yang berminat sendiri dengan kos dan perbelanjaan mereka sendiri.
23. Semua risiko, kerugian atau kerosakan, termasuk tetapi tidak terhad kepada kerugian atau kerosakan akibat kebakaran, ribut, gempa bumi, kerosakan yang berniat jahat, apa-apa kerugian kerosakan dari mana-mana sifat atau walau apa pun yang berlaku kepada kenderaan itu akan dipindahkan kepada Pembeli Berjaya pada tarikh pelepasan jualan.
24. Pemilik berhak untuk mengenakan apa-apa terma dan syarat tambahan berkenaan dengan penjualan kenderaan itu sebagaimana yang difikirkan sesuai oleh Pemilik dari semasa ke semasa dengan memberikan notis awal 14 hari kalendar.
25. Jika terdapat konflik atau ketidakselarasan antara teks Bahasa Inggeris dan teks dalam mana-mana bahasa lain Perisytiharan Jualan dan / atau Syarat Jualan, teks Inggeris akan diguna pakai. Sekiranya terdapat sebarang ketidakpastian atau ketidakselarasan dalam tafsiran atau pembinaan Perjanjian, Pemilik mempunyai hak untuk menentukan ketidakpastian atau yang tidak konsisten itu dan keputusan Pemilik adalah muktamad dan mengikat.
26. Syarat-syarat yang digunakan dalam Syarat-syarat Jualan ini dan tidak dinyatakan sebaliknya hendaklah mempunyai makna yang diberikan kepada mereka dalam Perisytiharan Jualan.
27. Dalam klausa-klausa seperti yang dinyatakan di atas, di mana konteksnya dibenarkan, singular termasuk majmuk dan sebaliknya dan maskulin termasuk jantina feminin dan neuter.
28. Setiap klausa Syarat Jualan ini boleh dipisahkan dan berbeza antara satu sama lain dan jika ada satu atau lebih daripada klausa atau mana-mana bahagiannya adalah atau menjadi tidak sah, menyalahi undang-undang atau tidak boleh

dikuatkuasakan, kesahan, kesahihan atau penguatkuasaan baki-baki Syarat-Syarat Jualan ini tidak akan terjejas atau terjejas dalam apa-apa cara.

29. Pelelong hendaklah mempunyai kebebasan untuk menangguhkan, memanggil atau menangguhkan lelong awam pada bila-bila masa tanpa perlu memberi apa-apa alasan atau alasan apapun.

30. Harga Rizab dan Harga Pembayaran kenderaan termasuk cukai (bila berkenaan).

31. Penawar dalam talian juga terikat dengan terma & syarat dalam talian di www.e-biddi.com sebagai tambahan kepada syarat-syarat jualan ini. Sekiranya terdapat sebarang percanggahan atau ketidakselarasan antara terma & syarat dalam talian dan Syarat Jualan ini, Syarat Jualan akan diguna pakai.