

Notis kepada Pembida

Kepada Semua Pembida Yang Berminat Membida Kenderaan Yang Dilelong Oleh AmBank (M) Bhd,

Sila ambil perhatian kepada perkara-perkara berikut sebelum membuat bidaan kenderaan-kenderaan lelong.

1. Kenderaan yang dilelong adalah berdasarkan keadaan “sedia-ada” tanpa jaminan kerana kenderaan yang dilelong adalah kenderaan terpakai dan yang ditarikbalik.
2. Pembida berminat semestinya sudah melihat keadaan kenderaan yang hendak dibida termasuk meneliti nombor enjin dan casis sebelum membuat pembidaan dan atas kepastian sendiri.
3. Penukaran hakmilik hendaklah dilakukan dalam masa 14 hari selepas dokumen-dokumen penukaran hakmilik diserahkan kepada pembida. Untuk keterangan lanjut, sila rujuk Seksyen 6 (6.3) Terma & Syarat Penjualan.
4. Deposit lelongan, baki dan premium tidak akan dipulangkan jika :
 - * Tukar Enjin dan/atau Nombor Enjin berlainan/Tidak Sama;
 - * Lapuran Pemeriksaan Puspakom VR1 adalah lulus bersyarat;
 - * Lapuran Puspakom Gagal disebabkan “wheel house” kerangka “pillars” bersambung dan pembaikan keatas kenderaan kemalangan yang tidak mempunyai kelulusan pihak berkuasa.

Untuk maklumat lanjut, sila rujuk Seksyen 8.0 Terma & Syarat Jualan.

5. Tidak akan ada pengembalian wang atau pengurangan harga bidaan sekiranya terdapat kelainan jenis model serta tahun buatan kenderaan daripada kad pendaftaran atau rekod Jabatan Pengangkutan Jalan (JPJ). Pembida telah dinasihatkan membuat pemeriksaan dan kepastian kenderaan secara sendiri dengan pihak berkuasa sebelum membida.
6. Permintaan gantirugi kos pembaikan tidak akan dilayan walau atas apa jua alasan.
7. Untuk keterangan dan kefahaman tentang lelongan, sila rujuk kepada Terma & Syarat Jualan sebelum membida.

To All Bidders Interested To Bid AmBank (M) Bhd Auction Vehicle.

Please pay attention to the following items before bidding auction vehicles.

1. Vehicles auctioned are on “as-is where is” basis without any warranty as vehicles auctioned are used and repossessed vehicles.
2. Interested bidders must have viewed and inspected the vehicles including the engine and chassis numbers before bidding at your own satisfaction.
3. Transfer of ownership name must be done within 14 days after taking delivery of the transfer documents from AmBank. Details please refer Section 6 (6.3) of Terms & Conditions of Sale.
4. Auction deposit, balance and premium will not be refunded if:
 - a) Engine changed and/or Engine Numbers differ;
 - b) Puspakom VR1 Inspection Report result is conditional passed report;
 - c) Puspakom VR1 Inspection Report failed due to Joined Wheel House, Joined pillars and repaired accident unit without respective authority approval.For details please refer to Section 8.0 of Terms & Conditions of Sale.
5. There will be no refund or reduction of auction bidding price if the year and model in auction list does not tallies with the RC or JPJ record. Bidders had been advised to check on their own and verify the vehicles details with the relevant authority before bidding.
6. Request for compensation of repair cost will not be entertained for whatsoever reason.
For details and understanding of the auction please refer to the term and conditions of sale before bid.

TERMS AND CONDITIONS OF SALE (MOTOR VEHICLES)

1.0 General

- 1.1 The auction is conducted by **Too Management Holdings Sdn Bhd** (Co. No: 472575-W) (**'Auctioneer'**) as agents for the legal owner (**'Seller'**) of the motor vehicles (**'Vehicles'**) listed in the Proclamation of Sale, subject to the terms and conditions herein.
- 1.2 By participating in this auction, the persons intending to bid in this auction (**'Bidders'**) confirm that: the valuation / pricing of the Vehicles are made by the Bidders based on their own independent judgment; they participate in this auction on their own free will; they have understood, agree and have obtained own independent legal and expert advice on this terms and conditions; they 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.
- 1.3 Time, wherever mentioned herein, shall be deemed to be of essence in this terms and conditions.
- 1.5 The Auctioneer has the absolute discretion to refuse admission of / remove any person from the auction premises.
- 1.6 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.
- 1.7 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.
- 1.8 Words importing the singular number includes the plural number and vice-versa. Words importing the masculine gender include the feminine and neuter genders. Words applicable to natural persons include corporation and business entities.

2.0 Condition of the Vehicles

- 2.1 Bidders are reminded 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 Purchaser shall be deemed to have full knowledge of the condition, status, state of defects, repairs and rectification required for the Vehicles.
- 2.2 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 Auctioneer / the Seller;
 - (ii) make verification as to whether any summons were issued by the Authorities, in respect of the Vehicles;
 - (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.
- 2.3 The Vehicles are sold at this auction strictly on an 'as is where is' basis, without any warranty whatsoever. All implied terms and warranties, 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
- 2.4 The Auctioneer and the Seller does not warrant that the Vehicles or any of their parts are free from defects.
- 2.5 Statements made by the Auctioneer or as provided in the 'remarks column' in the Proclamation of Sale by the Seller are merely best data and facts about the Vehicles that are available to the Auctioneer / Seller and shall not be relied upon by the Bidder as definitive statements. The Vehicles may contain further inherent defects not specified in the 'remarks column'.
- 2.6 The Bidder acknowledges that in view of the nature of this auction, the Auctioneer and the Seller had not verified the condition, status, roadworthiness, state of defects, repairs and rectification required for the Vehicles.
- 2.7 The Auctioneer and the Seller shall not be responsible or liable for repair/rectification of any existing defects in the Vehicles.
- 2.8 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.
- 2.9 Any error, misstatement or wrong description of the Vehicle in any documents related to this auction shall NOT annul or invalidate the auction nor the same shall grant any rights to the Bidder to make any claim in respect thereof.

3.0 Bidding Process

- 3.1 All Bidders or person(s) bidding on behalf of others must be above 18 years old and must be citizens or permanent residents Malaysia.
- 3.2 All Bidders are required to deposit with the Auctioneer the sums of RM1,000.00 (**'Deposit'**) and RM570.00 (**'Auctioneer's Premium'**) by cash or bankers cheque made payable to the Auctioneer and are required to sign a registration form prior to the auction. All Bidders shall also produce their identity card to the Auctioneer prior to the commencement of the auction, failing which they will not be allowed to bid.
- 3.3 Any Bidder who intends to bid on behalf of another person / body corporate / business entity (**'Principal'**) is required to provide the Auctioneer an authority letter from the Principal prior to the commencement of the auction. 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.
- 3.4 The Auctioneer has the absolute right to regulate the bidding process and shall have the absolute right to refuse any bid which does not complies with this terms and conditions or any auction rule and regulations.
- 3.5 If any dispute arises as to the highest bid, the Auctioneer shall have the absolute right to determine the dispute and at the sole discretion of the Auctioneer, the Vehicle may be re-auctioned.
- 3.6 No bid price shall be lower than the reserve price set by the Seller or the previously made bid price. Bidders are not allowed to retract their bid. In the event a bid is retracted by the Bidder prior to the fall of the hammer, the Deposit and the Auctioneer's Premium shall be forfeited absolutely and the Vehicle shall be re-auctioned at the absolute discretion of the Auctioneer.

3.7 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. Only the Deposit shall be utilised as the part-payment towards the Purchase Price.

3.8 Immediately after the fall of the hammer, the Purchaser shall execute the Memorandum of Sale incorporating this Terms and Conditions.

4.0 Balance Purchase Price

4.1 The Purchase Price less Deposit ('**Balance Purchase Price**') shall be paid in full by the Purchaser within 5 working days from the date of auction ('**Payment Period**') directly to the Seller. The Payment Period may be extended for a period to be determined by the Seller at its absolute discretion, provided a written request is made by the Purchaser before the expiry of Payment Period. If any extension to the Payment Period is granted by the Seller, the Purchaser shall pay further to the Seller storage charges and interest at a rate to be determined by the Seller.

4.2 If the Balance Purchase Price is not paid within the Payment Period or with storage charges and interest during the extended Payment Period (as the case may be), the Deposit and the Auctioneer's Premium shall be forfeited absolutely by the Seller and the Vehicle may be re-auctioned.

5.0 Transfer of Risk & Liability

5.1 Upon the execution of Memorandum of Sale, the Vehicle shall be stored at the Auctioneer's storeyard 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.

5.2 The Auctioneer shall be entitled to charge the Purchaser for storage charges if the Vehicle is not collected from the Auctioneer's storage facility within the Payment Period.

5.3 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 owner of the Vehicle.

5.4 The Purchaser shall indemnify the Auctioneer, the Seller and the previous owner / 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 Vehicle Registration / Transfer of Ownership

6.1 Upon full payment of the Balance Purchase Price, storage charges and interest (if any), the Purchaser at its own costs and expense shall take delivery of the Vehicle purchased, from the Seller. 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.

6.2 Thereafter, the Seller shall execute at the Purchaser's cost 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 available). In the event the Vehicle's registration card is not available with the Seller, the Purchaser at his own costs shall apply for the same with the Authorities.

6.3 The Purchaser shall transfer and register the Vehicle within 14 days from the date of receipt of transfer documents from the Seller, failing which the Purchaser shall not be able to claim for refund of the Purchase Price for the circumstances specified in Clause 7.1 below.

6.4 The Purchaser shall not undertake any repairs or improvements to the Vehicle purchased before registering the transfer of ownership of the Vehicle with the Authorities, failing which, such costs shall not be claimable against the Auctioneers and/or the Seller, if there is a refund of Purchase Price is applicable pursuant to Clause 7.1 below.

7.0 Refund

7.1 The Purchaser can claim for refund of the Purchase Price from the Seller, 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; and
- (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 Proclamation of Sale.

PROVIDED FURTHER:

- (a) the claim for refund shall be made in writing within 21 days from the date of receipt of transfer documents from Seller;
- (b) the non-registrability of the Vehicle's ownership transfer is not due to any reasons attributable to the Purchaser;
- (c) original documentary evidence from the Authorities confirming the non-registrability of the Vehicle's ownership transfer for reasons stated in (i) and (ii) above shall be submitted to the Seller;
- (d) the refund by the Seller shall be limited to only the Deposit and Auctioneer's Premium paid by the Purchaser and the same shall be refunded free of interest. The Auctioneer and the Seller shall not liable of any consequential damages / losses of whatsoever nature; and
- (e) the Vehicle shall be returned in the same conditions when delivery was taken by the Purchaser to the Auctioneer's storeyard within 7 days upon written notice on the same is sent by the Seller to the Purchaser, before the refund payment is effected by the Seller.

8.0 No refund

8.1 The Purchaser shall NOT be entitled to claim for any refund in the following circumstances:

- (i) if the Vehicle cannot be registered with the Authorities due to traffic summons, fines or penalties unpaid / unresolved by the previous owner;

- (ii) 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 [For the avoidance of doubt, costs and expenses for such rectification / replacement shall be borne by the Purchaser];
- (iii) if the Purchaser makes a claim for refund (for whatsoever reasons), after the lapse of 21days from the date of receipt of transfer documents from the Seller; and
- (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.