

# PROCLAMATION OF SALE MOTOR VEHICLES

## For Sale By Public Auction

On Tuesday, 2nd March 2021 @ 11.00 a.m

Venue : Unit No. 7 (B-0-7), Ground Floor, Block B

Megan Avenue II, No. 12, Jln Yap Kwan Seng, Kuala Lumpur

[www.ngchanmau.com/auto](http://www.ngchanmau.com/auto)

"Prospective bidders may submit bids for the Auto e-Bidding via [www.ngchanmau.com/auto](http://www.ngchanmau.com/auto).  
\*Please register at least one (1) working day before auction day for registration & verification purposes".

To get a digital copy of auction listings by Car Make / Model, please Call 03-21623333 or  
SMS/Whatsapp to 012-5310600.

| LEGAL OWNER : HONG LEONG BANK BERHAD (97141-X) / HONG LEONG ISLAMIC BANK BERHAD (686191-W)  |                 |                         |                            |              |                   |  |                    |
|---|-----------------|-------------------------|----------------------------|--------------|-------------------|--|--------------------|
| LOT NO  | REGISTRATION NO | MAKE & MODEL            | TRANSMISSION (AUTO/MANUAL) | YEAR OF MADE | REGISTRATION CARD | REMARKS  | RESERVE PRICE (RM) |
| STORE YARD : INTER PACIFIC AUTO AUCTION SDN. BHD.<br>PANDAN SAFARI SHOPPING COMPLEX, CAR PARK (LEVEL 3) , NO. 1, JALAN PERDANA 6/10A, PANDAN PERDANA, 55300 KUALA LUMPUR.<br>TELEPHONE NO : (03) 9274 7612 / 9274 7613<br>VIEWING DATES : 26th February 2021 & 1st March 2021 (9.00 AM - 5.00 PM) |                 |                         |                            |              |                   |  |                    |
| H101  | WXR6073         | PROTON SAGA FL 1.3L CVT | A                          | 2012         | NO                | BAD CONDITION, BEYOND REPAIR & NO TRANSFER DOCUMENTS PROVIDED. | 500.00             |
| H102  | CCV5200         | PROTON EXORA 1.6 (M)    | M                          | 2011         | NO                |  | 7,000.00           |

Remarks:

(\*) : Cut & Joint, Defective cars (unauthorised joining, welding etc, rendering the vehicle not road-worthy)  
N/A: Not applicable, please do your independent inspection

### Main Terms and Conditions:-

Parties who are interested to participate in the auction may participate by being physically present at the auction premise or electronically via the mobile application made available by the Auctioneer ("**Mobile Application**") or the Auctioneer's website stated above. Bidders who elect to bid electronically shall register an account in the Mobile Application and/or in the Auctioneer's Website and furnish all information and such documents as may be stipulated and required in the Mobile Application and/or in the Auctioneer's website. Online bidders are also bound by the online terms and conditions on the Auctioneer's website.

The Vehicles are sold strictly on an "**AS IS WHERE IS**" basis, without any warranty whatsoever and subject to the terms and conditions in the Proclamation of Sale, the Conditions of Sale and the Contract/Certificate of Sale. The Proclamation of Sale, the Main Terms and Conditions and the Conditions of Sale are not only terms binding between the Auctioneer, Seller and the Purchaser but are also binding between each bidder who participates in the auction.

All intending bidders shall carry out their own investigations and inspect the conditions of the Vehicles and perform their own JPJ and PDRM search before participating in the auction. The photos, information and statements herein are merely statements of opinions and are not to be taken or relied upon as or implying a statement or representation of fact and any intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and correctness of any such statements.

The Proclamation of Sale, the Conditions of Sale and the Online Terms and Conditions are available online in the Mobile Application or in the Auctioneer's website stated above. A printed copy of the same will be available at the Auction Premise on the Auction day. All intending bidders shall read the terms and conditions herein and those set out in the Conditions of Sale below before bidding. All intending bidders shall be deemed to have read, understood and accepted the terms set out in the Proclamation of Sale, the Main Terms and Conditions, the Conditions of Sale and the Online Terms and Conditions prior to the auction and shall be bound by those terms and conditions. Further all intending bidders shall also be deemed to have knowledge of all matters stated therein and which would have been disclosed thereby.

A person who is not a citizen or a permanent resident of Malaysia and has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) or is below 18 years old as at the date of auction sale shall not be permitted to purchase or to bid as an agent on behalf of another person or corporation or firm.

All intending bidders are required to deposit **RM1,000.00** (if the fixed reserve price is lower than RM100,000.00) or **RM5,000.00** (if the fixed reserve price is RM100,000.00 and above) ("**the Initial Deposit**") together with a buyer's premium of **RM600.00** per vehicle by way of **cash** or **online transfer** or **credit card (Mastercard/Visa)** or by way of **bank draft crossed "A/C PAYEE ONLY"** made payable to **NG CHAN MAU & CO SDN BHD**, the Auctioneer for the Seller, prior to the auction sale (for online bidders, evidence of deposit of payment made to the Auctioneer **MUST BE** submitted to the Auctioneer at least one (1) day before the auction date. In the event the Purchase Price is RM100,000.00 and above, the Purchaser shall top up the deposit to the sum equivalent to 5% of the purchase price to the Auctioneer. The difference between the Initial Deposit and 5% of the purchase price must be paid before 5.00 PM on the auction date.

No retraction and/or withdrawal of bid shall be allowed before the fall of hammer or before conclusion of the auction sale

In case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the Vehicle up for sale again at the reserve price or at the last undisputed bid or withdraw the Vehicle from the auction sale. The Auctioneer's decision shall be final and conclusive and binding on all bidders.

The Bidder with the highest bid at the end of the auction shall be declared as the Purchaser. The conclusion of the auction sale shall be announced and/or declared by the Auctioneer by displaying the e-bidder number of the Purchaser together with the Purchase Price (in the case of Online Bidding) or the name and bidding card number of the Purchaser together with the Purchase Price (in the case of offline physical bidding) on the screen at the auction premise, the Mobile Application and the Auctioneer's website.

The Initial Deposit paid by the unsuccessful bidder(s) to the Auctioneer shall be refunded to the respective unsuccessful bidder within two (2) working days if such payment was made by any mode of payment other than cash. In the case of cash payment, the Initial Deposit shall be refunded to the unsuccessful bidder immediately on the same day of the fall of hammer or the conclusion of the auction sale.

The Balance Purchase Price shall be paid by the Purchaser **within ten (10) days** from the date of conclusion of auction ("**the Completion Date**").

The Purchaser must sign a Declaration of Source of Funds in respect of a vehicle purchased for a sum of RM25,000.00 and above if the Purchaser intends to settle the balance purchase price by cash terms.

It is compulsory for the Purchaser to conduct a PUSPAKOM VR 1 inspection while the Vehicle is still in the store yard. No refund will be entertained whatsoever if the Vehicle is taken out of the store yard without prior PUSPAKOM VR 1 inspection. The PUSPAKOM inspection fees shall be solely borne by the Purchaser.

The Purchaser shall **NOT** be entitled to claim for refund of the Purchase Price in respect of Vehicle with conditional approval for transfer of ownership, Vehicle with changed engine, differ in registration card details and/or status of Vehicle and Vehicle blacklisted by relevant authorities.

No documents and registration card will be provided for Vehicles marked with "N/D". In respect of Vehicle without registration card, a further fee of RM600.00 shall be imposed on the Purchaser in the event of the registration card being found and/or returned by the Hirer and/or any person, body or party.

The Seller shall have the absolute and unfettered right to amend or change the details of the vehicles listed in the Proclamation of Sale and to withdraw any of the vehicles listed from the auction without attributing any reasons whatsoever.

This Main Terms and Conditions shall be read together with the Conditions of Sale.

FOR FURTHER PARTICULARS AND CONDITIONS OF SALE, PLEASE CONTACT THE UNDERMENTIONED AUCTIONEER(S) OR LOG ON TO [www.ngchanmau.com/auto](http://www.ngchanmau.com/auto)

**NG CHAN MAU & CO. SDN. BHD. [200601018098 (737850-T)]**  
**Unit No. 6 (B-1-6), 1st Floor, Block B**  
**Megan Avenue II**  
**No. 12, Jalan Yap Kwan Seng**  
**50450 Kuala Lumpur**

**NG CHAN MAU**  
**LOW CHEE HIAN**  
**ROSEMAINI BINTI AHMAD RADZI**  
**LICENSED AUCTIONEERS**  
**Tel : 03-21623333 & 21632222**  
**H/P No : 012-531 0600**  
**Fax : 03-21623233**

# **CONDITIONS OF SALE**

## **1. SELLER'S POWER OF SALE**

This sale is made by **Hong Leong Bank Berhad / Hong Leong Islamic Bank Berhad** ("Seller") in exercise of its rights, powers and remedies as the legal owner of the Vehicle.

## **2. MODE OF BIDDING**

Parties who are interested to participate in the auction may participate by being physically present at the auction premise by raising bidding cards ("**offline physical bidding**") or electronically via the mobile application made available by the Auctioneer ("**Mobile Application**") and/or the Auctioneer's website stated in the Proclamation of Sale ("**online bidding**") (online bidders are also bound by the online terms and conditions on the Auctioneer's website). In the event any intending bidder present at the auction premise elects to bid online via the Mobile Application or the Auctioneer's website, the Auctioneer may provide a tablet for such bidder to bid online.

## **3. ONLINE REGISTRATION OF BIDDERS**

- a. Parties who are interested to participate electronically in the auction sale shall register an account in the Mobile Application and/or in the Auctioneer's website stated in the Proclamation of Sale.
- b. Bidders are only required to register online in the Mobile Application or in the Auctioneer's website once and the registration shall be applicable for subsequent auctions, provided that such subsequent auctions are conducted by the same Auctioneer.
- c. Bidders are responsible to provide all true, current and accurate information at the time of registration as a registered user in the Mobile Application or in the Auctioneer's website.
- d. An individual bidder shall upload a copy of both sides of his/her National Registration Identity Card and key in accurately his/her personal information including but not limited to name, NRIC number, address, phone number, email address and such other information as may be required in the Mobile Application or the individual bidder's account at the Auctioneer's website, failing which the individual shall not be entitled to bid.
- e. For individual bidders who are foreigners, personal information including but not limited to passport number, a valid visa and working permit are required to be uploaded into the Mobile Application or the account registered at the Auctioneer's Website for registration purposes together with any other documents mandated in the Mobile Application or at the Auctioneer's website. A foreign individual or company is only allowed to bid for the Vehicle subject to prevailing legal requirements, guidelines and/or existing policies and if the bid is successful, the sale is subject to the foreign citizen or foreign company applying and obtaining at his/her/its own costs the unconditional consent of the Foreign Investment Committee (if any) and/or relevant Authorities to the said sale in accordance with the terms stated above.

## **4. BIDDING**

- a. The Auctioneer reserves the right to regulate the bidding and shall have the right to refuse any bid or bids without assigning any reason for such refusal.
- b. In the event the auction comprises of more than one (1) Vehicle, the Auctioneer shall have the right to :-
  - i. Determine the order of sale;
  - ii. Offer the Vehicle for sale either individually or collectively or in any combination or manner as determined by the Auctioneer; and/or
  - iii. Withdraw any of the Vehicle from sale.
- c. The Auctioneer reserves the right to fix the amount of bid at the time the Vehicle is put up for sale. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.
- d. Online bidders are responsible to ensure that their internet access and connectivity is in good condition during the process of the auction until conclusion thereof. The Seller, the Seller's Solicitors, the Auctioneer or their respective servants or agents and any other party on account thereof shall not be held responsible and/or accountable and/or liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to unsatisfactory internet access or any online disruptions that may occur during the process of the auction.
- e. An online bidder shall only bid via the Mobile Application or the Auctioneer's website by clicking the available bid button or an incremental button provided therein, if any.
- f. No bid shall be less than the last previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Vehicle is put up for sale.
- g. For the benefit of Online Bidders, they are advised to log in to the website and be on standby at least ten (10) minutes before the time fixed for bidding.
- h. Subject to the terms and conditions in the Proclamation of Sale, Conditions of Sale, Contract/Certificate of Sale and particularly to the reserve price, the highest bidder at the end of the auction sale being so allowed or determined by the Auctioneer shall be declared and/or announced as the Purchaser.
- i. The price after the close of bidding shall be known as the Purchase Price.
- j. In the case where the Purchaser is an online bidder, the e-bidder number of the Purchaser together with the Purchase Price will be displayed on the screen at the auction premise, in the Mobile Application and/or in the Auctioneer's website.
- k. In the case where the Purchaser is an offline physical bidder, the name and bidding card number together with the Purchase Price will be declared/announced and displayed on the screen at the auction premise.
- l. The Auctioneer shall have the right to withdraw the Vehicle from sale at any time before the fall of the hammer and/or the conclusion of the auction and either before or after declaring the reserve price.
- m. In the event no bid is placed for the Vehicle after the commencement of the auction, the auction shall be aborted and the Auctioneer shall at its own discretion re-conduct the auction sale at any time subject to such conditions and provisions whether identical or differing wholly or in part from the conditions and provisions applicable to the Vehicle at the present auction and in such manner as the Auctioneer deems fit.
- n. The Auctioneer shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the conclusion of the auction with or without notice and without having to provide any reason(s) or ground(s). In the event of any such withdrawal, the Auctioneer will announce the same on the screen displayed at the auction premise, in the Mobile Application and/or in the Auctioneer's website. All Bidders who have deposited the Initial Deposit with the Auctioneer shall receive a refund within two (2) working days after such withdrawal.

- o. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid and/or the conclusion of the auction and/or any other issues relating to the auction, such disputes shall be heard and decided upon by the Auctioneer and the Auctioneer may, at his absolute discretion, re-conduct the auction sale at the reserve price or at the last undisputed bid or withdraw the Vehicle from the auction sale. The Auctioneer's decision therein shall be final, conclusive and binding on all bidders.

#### 5. WITHDRAWAL OF BID

- a. No retraction and/or withdrawal of bid shall be allowed before the fall of hammer or before conclusion of the auction sale
- b. In the event any bidder makes a bid but withdraws the same before the fall of the hammer or the conclusion of the auction sale:-
  - (i) The bidder shall have his/her/its Initial Deposit forfeited forthwith to the Seller;
  - (ii) The bidder shall not be entitled to nor have any or further reimbursements, claims and demands whatsoever in nature and howsoever caused against the Seller, the Seller's Solicitors, the Auctioneer or their respective servants or agents or any other party on account thereof; and
  - (iii) The Vehicle shall at the option of the Seller be put up for sale again at a time, place and reserve price to be fixed by the Seller at its sole discretion.

#### 6. AUTHORITY TO BID

- a. A person who is below 18 years old or is an undischarged bankrupt or is of unsound mind or is not legally competent to purchase the Vehicle as at the date of auction sale shall not be permitted to purchase or to bid in his/her personal capacity or to act as an agent of a principal at the auction sale. The decision of the Auctioneer shall be final, conclusive and binding on all bidders.
- b. A person who is not a citizen or a permanent resident of Malaysia and is below 18 years old as at the date of auction sale shall not be permitted to purchase or to bid as an agent on behalf of another person or corporation or firm.
- c. An individual bidder shall furnish a copy of both sides of his/her National Registration Identity Card and provide accurately his/her personal information including but not limited to name, NRIC number, address, phone number, email address and such other information as may be required by the Auctioneer prior to the auction sale, failing which the individual shall not be entitled to bid.
- d. In the event of bidding by companies via online bidding or offline physical auction, latest Companies Commission of Malaysia Registration Search Result, particulars of the company's directors, managers and secretaries, constitution of the Company, Board of Director's Resolution duly signed by all directors, (whichever is applicable) and such other information as may be required shall be deposited with the Auctioneer prior to the auction, failing which the company shall not be entitled to bid.
- e. Any person who intends to bid via offline physical auction as agent on behalf of another or corporation or firm shall deposit with the Auctioneer an instrument or such other document(s) acceptable to the Auctioneer to evidence that he/she is duly authorised to act on behalf of that other person, corporation or firm and that he/she is duly authorized to sign all the necessary documents and acknowledgement in relation to the auction sale. The consent of the Auctioneer for an agent to bid on behalf of a principal has to be obtained prior to the commencement of the auction sale, failing which such person shall not be entitled to bid.
- f. For individual bidders who are foreigners, personal information including but not limited to passport number, a valid visa and working permit are required to be submitted to the Auctioneer prior to the auction sale, failing which the individual shall not be entitled to bid. A foreign individual or company is only allowed to bid for the Vehicle subject to prevailing legal requirements, guidelines and/or existing policies and if the bid is successful, the sale is subject to the foreign citizen or foreign company applying and obtaining at his/her/its own costs the unconditional consent of the Foreign Investment Committee (if any) and/or relevant Authorities to the said sale in accordance with the terms stated above.

#### 7. DEPOSIT SUM

Prior to the auction sale:-

- a. The Seller and the Auctioneer reserve the absolute right at any time to vary, alter, amend or add to the particulars and/or these Conditions of Sale.
- b. All intending bidders are required to deposit **RM1,000.00** (if the fixed reserve price is lower than RM100,000.00) or **RM5,000.00** (if the fixed reserve price is RM100,000.00 and above) ("**Initial Deposit**") together with a buyer's premium of **RM600.00** per vehicle by way of **cash** or **online transfer** or **credit card (Mastercard/Visa)** or by way of **bank draft crossed "A/C PAYEE ONLY"** made payable to **NG CHAN MAU & CO SDN BHD**, the Auctioneer for the Seller, prior to the auction sale (for online bidders, evidence of deposit of payment made to the Auctioneer MUST BE submitted to the Auctioneer at least one (1) day before the auction date). In the event the Purchase Price is RM100,000.00 and above, the Purchaser shall top up the deposit to the sum equivalent to 5% of the Purchase Price to the Auctioneer. The difference between the Initial Deposit and 5% of the Purchase Price must be paid before 5.00 PM on the auction date.
- c. The amount of the bank draft shall include any commission/ charge levied by the issuing bank and outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser. The sums paid by the Purchaser under Clause 7.b shall be held by the Seller subject to the provisions of the Proclamation of Sale, Main Terms and Conditions, Conditions of Sale and the Contract/Certificate of Sale.

#### 8. SIGNING OF CONTRACTS OF SALE/ISSUANCE OF CERTIFICATE OF SALE

- a. Immediately after the fall of the hammer and/or the decision of the Auctioneer to accept the highest bid, the deposit paid pursuant to Clause 7.b shall be treated as part payment of the Purchase Price. The Purchaser shall be issued/given a Certificate of Sale/ Contract of Sale generated/prepared by the Auctioneer. In the event of a Certificate of Sale being issued by the Auctioneer, the Purchaser hereby acknowledges and accepts the said Certificate of Sale as a valid transaction of sale and conclusive proof of the sale. In the event of a Contract of Sale being prepared by the Auctioneer, the Successful Bidder shall execute the same on the date of the Auction.
- b. Any default of Clause 8 herein shall render the bid void and the deposit paid by the Purchaser under Clause 7.b shall be forfeited.

## 9. COMPLETION

### Payment of Balance Purchase Price

- a. The Purchaser shall deposit with the Seller the following documents within ten (10) days from the date of the fall of the hammer or from the date of the conclusion of the auction sale ( "**Completion Date**");:-
  - (i) The balance purchase price at the nearest branch of the Seller. Such payment may be made by way of **cash or bank draft or cashier's order** crossed "**A/C PAYEE ONLY**" made payable to the Seller. The amount of the bank draft or cashier's order shall include outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser.
- b. The Purchaser or the Purchaser's representative shall be physically present at the nearest branch of the Seller to effect the payment of balance purchase price.
- c. The Purchaser must sign a Declaration of Source of Funds in respect of a vehicle purchased for a sum of RM25,000.00 and above if the Purchaser intends to settle the balance purchase price by cash.

### Extension

- d. The Completion Date shall not be extended unless the Purchaser submit an application to the Seller in writing for an extension of time before the Completion Date and the Seller may at its absolute discretion without assigning any reason whatsoever either:-
  - (i) Reject such application in which event all monies paid by the Purchaser hitherto including the deposit paid pursuant to Clause 7.b shall be forfeited forthwith and the Purchaser shall not be entitled to nor have any or further reimbursements, claims and/or demands of whatsoever nature and howsoever caused against the Seller, the Seller's Solicitors, the Auctioneer or their respective servants or agents and any other party on account thereof; or
  - (ii) Agree to grant an extension of time subject to conditions imposed by the Seller including but not limited to the imposition of non-refundable late payment charges / compensation charges on the balance unpaid or outstanding purchase price at such rate as the Seller may determine and to be calculated on a daily basis for the whole duration of the extended period granted and also to pay such sum within the time and in the manner as stipulated by the Seller.
- e. Such decision by the Seller shall be conclusive and binding on the Purchaser.
- f. The Seller, the Seller's solicitors, the Auctioneer and/or any of them or their respective agents, officers or servants are under no obligation to answer any query or request by the Purchaser and any refusal or failure by the Seller, the Seller's solicitors, the Auctioneer and/or any of them or their respective agents, officers or servants to answer such request for any reason shall not be a ground for non-completion or delay in the completion of this sale.

## 10. REFUND OF INITIAL DEPOSIT

- a. The Initial Deposit paid by the unsuccessful bidder shall be refunded within two (2) working days if such payment was made by any mode of payment other than cash. In the case of cash payment, the Initial Deposit shall be refunded to the unsuccessful bidder immediately on the same day of the fall of the hammer or the conclusion of auction sale.
- b. The Initial Deposit and differential sum (if any) paid by the Purchaser prior to the auction shall be forwarded by the Auctioneer to the Seller within three (3) working days after the fall of the hammer or the conclusion of the auction sale.

## 11. TRANSFER OF OWNERSHIP AND COLLECTION OF VEHICLE

- a. Upon full payment of the Balance Purchase Price and the late payment charges (if applicable) by the Purchaser and execution/issuance of the Contract/Certificate of Sale and the same being furnished to the Seller in accordance with clause 8 and clause 9 above, the Seller shall be obliged to transfer the ownership of the Vehicle to the Purchaser in accordance with the terms as set out in the Conditions of Sale herein.
- b. Upon fulfilment of Clause 8 and Clause 9 above by the Purchaser, the Purchaser shall be entitled to collect the duly executed transfer document and the original registration card of the Vehicle from the Seller, if the same is in possession of the Seller.
- c. In the event the registration card (JPK K2) of the Vehicle is not available for any reason whatsoever or in the event the Vehicle is categorised under "N/D" in the Proclamation of Sale where documents were stated as not available, the Purchaser shall be responsible, at his/her/its own costs, to apply for the same from the Road Transport Department.
- d. All costs relating to the transfer of ownership of the Vehicle, including but not limited to the conduct of PUSPAKOM inspections shall be solely borne by the Purchaser.
- e. Collection of the Vehicle:-
  - i. the Purchaser shall arrange for the collection of the Vehicle from the Seller at his/her/its sole costs and risk;
  - ii. in the event PUSPAKOM VR1 inspection has not been carried out on the Vehicle, the Purchaser shall, at his/her/its own costs, arrange for a PUSPAKOM VR1 inspection to be carried out on the Vehicle in the respective store yard before the Vehicle may be released from the such store yard; and
  - iii. neither the Seller nor the Auctioneer shall be held responsible for the outcome of the PUSPAKOM inspection. In the event the inspection fails and the transfer of ownership cannot be carried out as a result thereof, the Purchaser shall be entitled to seek a refund subject to the terms as set forth in Clause 12 below.
- f. The Purchaser shall not undertake any repairs or improvements to the Vehicle before the successful ownership transfer of the Vehicle, failing which, the Seller and the Auctioneer shall not be liable for the costs incurred by the Purchaser in respect of such repairs or improvements in the event the ownership transfer is unsuccessful.
- g. The auction house and/or the Auctioneer shall be entitled to charge storage fees calculated on a daily basis should the Purchaser fail to redeem the vehicle within such time as notified by the Seller upon full payment of the Balance Purchase Price with any interest therein (as the case may be).

## 12. REFUND

- a. The Purchaser shall be entitled to request for refund of the purchase price from the Seller, **PROVIDED THAT** a written request for refund ("**Request for Refund**") is submitted to the Seller within thirty (30) days from the fall of the hammer of the date of conclusion of the auction ("**Refund Timeline**"), and **further subject to and only in the circumstance** where transfer of ownership of the Vehicle cannot be registered due to police bond/JPJ blacklist other than traffic summons
- b. The Purchaser shall submit the Request for Refund together with the relevant supporting documents to the Seller.
- c. The Purchaser shall **NOT** be entitled to claim for any refund of the purchase price in the following circumstances:-
  - i. The Purchaser has failed to submit the Request for Refund within the Refund Timeline;
  - ii. The transfer of ownership cannot be registered due to the death of the hirer of the Vehicle;
  - iii. If the authorities gave a conditional approval for the Vehicle's transfer of ownership, under which the transfer of ownership registration can be made if any defects/parts of the Vehicle were to be rectified/replaced (for the avoidance of doubt, the costs and expenses for such rectification/replacement shall be borne by the Purchaser);

- iv. The Vehicle has been taken by the Purchaser out from the Seller's respective store yard without PUSPAKOM VR1 inspection having been first carried out on the Vehicle in the Seller's store yard, and the Vehicle subsequently fails the PUSPAKOM VR1 inspection which has been carried out by the Purchaser outside of the Seller's respective store yard (regardless of the cause of such failure); or
  - v. The transfer of ownership cannot be registered due to outstanding traffic summonses, or where the customs excise for the Vehicle has not been paid.
- d. The Purchaser's claim for refund shall only be limited to the Purchase Price and the Buyer's Premium paid for the Vehicle. Any other costs incurred by the Purchaser including but not limited to repairing costs and tow fee shall not be refunded. The Purchase Price shall be refunded to the Purchaser free of interest. Upon refund, the Purchaser shall have no further claims against the Seller, the Seller's Solicitors or the Auctioneer or any of them or their respective agents, officers or servants. The Seller, the Seller's Solicitors or the Auctioneer or any of them or their respective agents, officers or servants shall not be liable for any consequential damages/losses of whatsoever nature suffered by the Purchaser.

**13. INSPECTION, SEARCH, ENQUIRY, INVESTIGATION, EXAMINATION AND VERIFICATION**

- a. All intending bidders are advised to:-
  - i. Inspect the Vehicle at his/her/its own cost and expense at the time and venue as may be designated by the Seller on its Proclamation of Sale, as inspection of the Vehicle will not be allowed during or after the auction;
  - ii. Make verification as to whether any summons were issued by the authorities in respect of the Vehicle; and
  - iii. Make independent verification with the authorities as to the accuracy of the details, identification marks, type, model, version, year of manufacture and other particulars of the Vehicle;
 so as to satisfy himself completely of the condition and status of the Vehicle.
- b. The Vehicle is sold on an "as is where is basis" subject to all the necessary inspection, search, enquiry, investigation, examination and verification, at the Purchaser's own costs and expenses, which the Purchaser had already been advised to conduct prior to the auction to determine the accuracy and correctness of the particulars and information provided.
- c. The Purchaser shall be deemed to purchase the Vehicle in all respects subject thereto and shall also be deemed to have full knowledge of the state and condition of the Vehicle regardless of whether or not the said search, enquiry, investigation, examination and verification have been conducted.
- d. The Purchaser shall be deemed to have read, understood and accepted the terms and conditions in the Proclamation of Sale, Main Terms and Conditions and Conditions of Sale prior to the auction and deemed to have knowledge of all matters which would have been disclosed thereby.
- e. Neither the Seller nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereon or thereto.
- f. It is compulsory for the Purchaser to conduct a PUSPAKOM VR 1 inspection while the car is still in the Seller's respective store yard. No refund will be entertained whatsoever if the Vehicle is taken out of the store yard without prior PUSPAKOM VR 1 inspection. The non-refundable PUSPAKOM inspection fees shall be borne by the Purchaser.

**14. PURCHASER'S CONFIRMATION**

- a. The Purchaser hereby confirms and represents that he/she/it has inspected the Vehicle and tendered his/her/its 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 description of the conditions, states and other aspects of the Vehicle.
- b. The bid is made by the Purchaser solely as a result of his/her/its own inspection/evaluation and depending on his/her/its own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Seller and/or the Auctioneer.
- c. Upon the conclusion of the auction sale, the Vehicle shall be at the sole risk of the Purchaser with regards to any loss or damage of whatsoever nature or howsoever occurring including but not limited to loss and damage by fire, storm, earthquake, malicious damage.

**15. DISPUTE**

- a. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Seller.
- b. Notwithstanding the above, the Seller still reserves all its rights to refer any unresolved dispute or claim to the proper forum.

**16. GOVERNING LAW AND JURISDICTION**

- a. The auction and any resulting contract for sale of the Vehicle on the terms stated in the Proclamation of Sale, Main Terms and Conditions, Conditions of Sale and the Contract/Certificate of Sale shall be governed and construed in accordance with the laws of Malaysia and any dispute arising shall be referred to the Courts of Malaysia for determination.
- b. The Courts of Malaysia shall exercise exclusive jurisdiction over such dispute PROVIDED ALWAYS that the Seller may in its absolute discretion be entitled to waive this right and submit to the jurisdiction of the courts of the country in which the bidder or Purchaser is resident.

**17. TIME OF THE ESSENCE**

Time wherever mentioned herein shall be of the essence of contract.

**18. SEVERABILITY**

If any provision, term, condition, stipulation, covenant or undertaking of these Conditions of Sale is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provision, term, condition, stipulation, covenant or undertaking hereof.

**19. SERVICE**

- a. Any notice, request or demand required to be served on any party hereto shall be in writing and shall be deemed to be sufficiently served:-
  - (i) If it is delivered personally to the address of the party provided pursuant to these Conditions of Sale; or
  - (ii) If it is sent by courier, prepaid registered post or AR Registered Post to the address of the party provided pursuant to these Conditions of Sale;
 and such notice, request or demand shall be deemed to have been received

- (iii) If delivered personally at the time given by hand or courier; or
  - (iv) If sent by prepaid registered post or AR Registered Post after three (3) days of posting;
- b. Any legal process issued may be served on any party in the same manner stipulated for the service of notice, request or demand and such legal process shall be deemed served in the same manner as for the notice, request or demand.

## 20. EXCLUSION OF LIABILITY

- a. Unless expressly provided herein, the Seller, the Seller's Solicitors, the Auctioneer or their respective servants or agents shall under no circumstances be liable to any bidder or the Purchaser including but not limited to breach of contract, loss of profit or earnings or goodwill, any liability in tort in relation to any matter, issue or dispute arising out of in connection with or in respect of the sale of the Vehicle whatsoever and howsoever caused or arising.
- b. Notwithstanding anything contained herein, it is understood and agreed that it is the Vehicle per se that shall be the subject matter of the auction while documentations and/or descriptions of the Vehicle, even though obligatory, shall be secondary.
- c. The Seller disclaims all liability in informal communication between the Purchaser and the Seller or its agents / servant before and after the sale and the Purchaser shall have the duty to verify all communications in relation to the Vehicle and the sale herein.
- d. All intending bidders shall inspect the conditions of the Vehicle and perform their own JPJ and PDRM search before bidding. The photo does not constitute an offer or guide to the Vehicle and might not depict an accurate state and condition of the Vehicle.
- e. All necessary investigations required by the intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.

## 21. GENERAL

- a. No objection or requisition shall be raised as to the loss of the original(s), the failure to stamp documents, insufficiency of stamp duty paid thereon or the failure to register any instruments.
- b. In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars of the Proclamation of Sale, the Main Terms and Condition and Conditions of Sale or Contract/Certificate of Sale herein, the English version shall prevail.
- c. The headings are for ease of reference only and shall not be construed as forming part of these Conditions of Sale.
- d. The Proclamation of Sale, Main Terms and Conditions, Conditions of Sale and Contract/Certificate of Sale are to be read together.
- e. Where two or more persons, firms or corporations are parties to the Agreement, their obligations and liabilities shall be joint and several.
- f. The singular includes the plural and vice versa and words importing one gender only includes all other genders.

## 22. DEFAULT / TERMINATION

- a. In the event that the Vehicle has been sold contrary to or any person bids in contravention of the provisions in clauses above, then such sale shall be cancelled and become null and void and of no further effect wherein all monies paid by the Purchaser hitherto including the deposit paid pursuant to Clause 7.b and the Balance Purchase Price shall be forfeited absolutely and immediately. For the avoidance of doubt, the buyer's premium paid to the Auctioneer will not be refunded to the Purchaser.
- b. If the Purchaser defaults in complying with any of the Proclamation of Sale, the Main Terms and Condition and Conditions of Sale or Contract/Certificate of Sale herein or in payment of any sums payable, then the Seller may (without prejudice to its rights for specific performance) treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event all monies paid by the Purchaser hitherto including the deposit paid pursuant to Clause 7.b and the Balance Purchase Price shall be forfeited absolutely and immediately. For the avoidance of doubt, the buyer's premium paid to the Auctioneer will not be refunded to the Purchaser.
- c. In the event of the sale being set aside for any reason by the Seller or by an Order of Court (other than that due to any act of default and/or omission by the Purchaser), then such sale shall be cancelled and become null and void and of no further effect wherein **only** monies paid by the Purchaser towards the account of the Purchase Price shall be refunded to the Purchaser free of interest less costs and fees incurred by the Seller in connection with or relating to the sale. The Purchaser shall not be entitled to an account thereof or any claim or demand whatsoever against the Seller, the Seller's Solicitors, the Auctioneer or their respective servants or agents. Upon payment by the Seller herein, the Purchaser shall have no other or further claims, or demands whatsoever in nature and howsoever caused against the Seller, the Seller's Solicitors and the Auctioneer or their respective servants or agents.
- d. In the event the sale is terminated for any reason, the Seller shall not be liable to the Purchaser for the cost of any improvements to the Vehicle carried out by the Purchaser.
- e. The costs to reinstate the Vehicle (if any damage is caused by the Purchaser in his/her/its possession thereof) or expenses to recover possession of the Vehicle from the Purchaser shall be deducted and set-off against the monies paid herein towards account of the purchase price and thereafter in the event there is any residue, the said residue shall be refunded to the Purchaser free of interest. In the event the monies paid are not sufficient to cover all such costs and expenses, the Purchaser shall then reimburse and pay the balance amount outstanding to the Seller failing which the Seller shall be entitled to take all further necessary steps or actions to recover the same. The costs and expenses of in connection with and resulting from such resale together with any deficiency in the price resulting from the resale or the Purchase Price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser.
- f. Subject as aforesaid, the Purchaser shall not be entitled to nor have any or further reimbursements, claims, demands or legal recourses of action or remedies whatsoever in nature and howsoever caused against the Seller, the Seller's Solicitors, the Auctioneer or their respective servants or agents or any other party on account thereof.
- g. The Seller and the Auctioneer shall be at liberty to put up the Vehicle for sale again at a time, place (in the case of online auction, at the website and/or the web-based application) and reserve price to be fixed by the Seller and/or the Auctioneer at its/their sole discretion or to dispose of and/or otherwise deal with the Vehicle in whatsoever manner the Seller and/or Auctioneer shall think fit to the Purchaser.
- h. The costs and expenses of in connection with and resulting from such resale together with any deficiency in the price resulting from the resale or the Purchase Price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser.

**23. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC**

- a. For the purpose of this Clause :  
"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
- b. "Appropriate Authority" means any government or taxing authority.
- c. The Purchase Price and all other monies to be paid by the Purchaser to the Seller under these Conditions of Sale, including any amount representing reimbursements to be paid by the Purchaser to the Seller, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- d. In the event the Purchaser is required by law to make any deduction or withholding from the Purchase Price and/or all other monies payable to the Seller under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Seller is equal to that which the Seller would otherwise have received had no deduction or withholding been required or made.
- e. The Purchaser shall in addition to the Purchase Price and all other monies payable, pay to the Seller all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Seller to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority .
- f. If at any time an adjustment is made or required to be made between the Seller and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Seller, a corresponding adjustment may at the Seller's discretion be made as between the Seller and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.
- g. All Tax as shall be payable by the Purchaser to the Seller as herein provided shall be paid at such times and in such manner as shall be requested by the Seller.
- h. The Purchaser hereby agrees to do all things reasonably requested by the Seller to assist the Seller in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Seller in assisting the Seller in complying with its obligations under the relevant laws.
- i. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.



# **ONLINE TERMS AND CONDITIONS (AUTO VEHICLE AUCTION)**

The Terms and Conditions specified herein shall govern all users of [www.ngchanmau.com](http://www.ngchanmau.com) ("NCM website").

## **1. ELIGIBILITY OF E-BIDDERS**

1.1. Parties who are interested to participate in public auction and bid online ("E-Bidders") may do so by logging on to NCM website and register as a user.

1.2. E-Bidders who register as a user to participate in the public auction via NCM website shall:

a. For an individual, be of 18 years and above, sound mind and not an undischarged bankrupt;

b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation; and

c. Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-Bidders to participate in the public auction and complete the purchase in the event of successful bid.

1.3. E-Bidders' eligibility requirements are also subject to the existing Federal and State legal provisions.

## **2. REGISTRATION OF E-BIDDERS**

2.1. E-Bidders shall provide true, current and accurate information to register as a user.

2.2. Individual E-Bidders are required to upload copies of identification documents.

2.3. For E-Bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Directors' Resolution shall be uploaded.

2.4. E-Bidders only need to register as user once and the registered E-Bidder's username and password can be used for the subsequent auctions on the NCM website.

2.5 E-Bidders shall keep the E-Bidders' account details strictly confidential and be liable for any bids made via the E-Bidders' account.

2.6. E-Bidders are advised to inspect the condition of the vehicles and conduct their own JPJ, PDRM (police) search prior to the Auction sale.

2.7. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, to seek and obtain from the Puspakom, JPJ and/or the relevant authorities or bodies, all inspections, and/or consents as may be required or as may be applicable in respect of the purchase of the Vehicle and to satisfy themselves on the physical condition of the Vehicle and all matters in connection with the Vehicle prior to the bidding (including and not limited to verifying the particulars, state and condition of the Vehicle and the terms of the conditions and restrictions affecting the Vehicle if any, and matters relating to the ownership and transfer of the Vehicle, the status of the Vehicle's cuts and joints, the tampering of engine and chassis numbers, the change of engine, blacklist by relevant authorities and/or any other obligations pertaining to the Vehicle). E-Bidders shall be deemed to have conducted independent inspection and have full knowledge of all of the matters aforesaid. Ng Chan Mau & Co Sdn Bhd ("the Auctioneer"), the Legal Owner/Bank, the Legal Owner/Bank's solicitors and NCM website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.

2.8. The registration of an individual or company as a user on the NCM website shall not be construed as approval of eligibility of the intended E-Bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-Bidders.

### 3. HOW TO BID

3.1. E-Bidders may browse through the NCM website and select the vehicles the E-Bidders wish to bid.

3.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the NCM website Terms & Conditions.

3.3. The Terms & Conditions herein shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the NCM website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding.

3.4. E-Bidders must make deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale, i.e. 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) together with the buyer's premium of RM600.00 per vehicle via **FPX (Financial Process Exchange)** which is an online payment gateway that facilitates local interbank transfer of funds and available on the NCM website. No personal cheques will be accepted.

3.5. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents onto the NCM website and make the deposit payment as stipulated in Part 3.4 above latest by 11.59 pm, at least one (1) day before the auction date.

3.6. Registration shall be subject to verification and approval of NCM website and subject further to deposit payment being cleared by the bank. Please take note that approval from NCM website administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the NCM website. Neither NCM website nor its agents and/or representatives bear(s) any responsibility or assume(s) any liability in the event that the registration of a prospective E-Bidder is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within two (2) working days.

3.7. Upon approval and verification by NCM website, registered E-Bidders will receive a password, i.e. "PIN", via SMS to the registered mobile number which allows the registered E-Bidders to bid for their intended vehicles on the auction day.

3.8. Bidding may be done via a computer, smart phone or any device with internet connection.

3.9. Once the E-Bidders have successfully registered for online bidding, the E-Bidders will be eligible to bid online.

3.10. Upon receipt of the secured hyperlink, only one device may be used to access the online bidding interface at any one time.

3.11. All E-Bidders shall read and be familiarised with NCM website terms and conditions, the conditions of sale and the Terms & Conditions stated herein and the usage of the e-bidding system prior to bidding.

#### 4. BIDDING PROCEDURES

4.1. Bidding shall generally commence based on the sequence of the lot being shown on the online bidding interface. However the Auctioneer has the right to vary this sequence without notice.

4.2. It shall be the responsibility of registered E-Bidders to log in through the online bidding hyperlink to wait for their turn to bid for the vehicle lot in which they intend to bid. E-Bidders are advised to log in to the online bidding hyperlink provided and be on standby before the auction time.

4.3. Auction starts when a flash message "Starts" is displayed, followed by a message stating "Auction started. Enter your bid now".

4.4. Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Registered E-Bidders may submit their bid at any of these stages of biddings by entering the bid amount.

4.5. Any bid by the registered E-bidders shall not be withdrawn once entered.

4.6. In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction The E-Bidders will be notified of this on the webpage.

4.7. When system displays "No More Bids", no further bids will be accepted by the Auctioneer through the NCM website.

4.8. The E-Bidder with the highest bid after the NCM website displays "Sold" message shall be declared as the successful bidder.

4.9. Upon request by any E-Bidder and subject to the discretion of the Auctioneer, any unsold lots may be re-auction before the auction ends in accordance to the same bidding procedure.

4.10. The decision of the Auctioneer shall be final and binding on the E-bidders.

4.11. A successful E-Bidder will be directed to a page where further directions are given in order to conclude the sale of the auction vehicle. Please also refer to Part 5 below.

4.12. Unsuccessful E-Bidders will have the deposit paid (if cleared by the bank) refunded to the same bank account from which the deposit transfer was made within two (2) working days.

4.13. The information shown and/or prompted on the screen handled by the NCM website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.

#### 5. POST PUBLIC AUCTION

5.1. Any E-Bidders who successfully bid for the Vehicle shall and undertake to pay the balance purchase price to the Legal Owner/Bank within the timeframe as stipulated in the Conditions of Sale attached to the Proclamation of Sale from the date of auction, failing which the deposit paid will be forfeited by the Legal Owner/Bank.

5.2. In the event there is any inconsistency between the personal details and documents uploaded in the NCM website and the actual documents produced by the successful bidder, the Auctioneer shall have the right not to issue the Certificate of Sale in favour of the successful bidder and may at his discretion cancel the sale and proceed to put the vehicle up for a new auction and the deposit paid together with the buyer's premium shall be forfeited to defray the cost of the auction and shall not be refunded.

5.3. The issuance of the Certificate of Sale shall be a conclusive evidence for the sale of the Vehicle to the successful bidder.

## 6. OTHER APPLICABLE TERMS & CONDITIONS

6.1. All registered E-Bidders at NCM website undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.

6.2. The Auctioneer may from time to time add, modify, or delete any terms and conditions herein in the interest of the Auctioneer and/or the Legal Owner/Bank.

6.3. E-Bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt any bids made by the E-Bidders.

6.4. The Auctioneer or the NCM website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online or system failures or disruptions that may howsoever occur during the process of public auction at NCM website resulting in the E-Bidders being unable to place or execute the bid or resulting in any loss whatsoever.

6.5. NCM website is owned and operated by the Auctioneer. The E-Bidders agree and accept that the Auctioneer or the Legal Owner/Bank in which the Auctioneer acts for or their Solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the NCM website.

## 7. APPLICABLE LAWS AND JURISDICTION

7.1. The usage of NCM website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.

7.2. The laws of Malaysia shall regulate and apply to all electronic transactions of vehicle by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of vehicle by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

## 8. CONFIDENTIALITY OF INFORMATION

8.1. By accessing this NCM website, the E-Bidders acknowledge and agree that NCM website may collect, retain, or disclose the E-Bidder's information or any information by the E-Bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.

8.2. E-Bidders agree to accept all associated risks when using the service in the NCM website shall not make any claim for any unauthorized access or any consequential loss or damages suffered howsoever caused.

8.3. E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.

8.4. E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service.

8.5. E-Bidders accept the responsibility that in any event that the password are in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the Bidders shall immediately notify the Auctioneer.

## 9. INTELLECTUAL VEHICLE

9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the NCM website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from NCM website.

9.2. In the event of any infringement of intellectual vehicle rights under the Terms and Conditions herein, NCM website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.

## 10. MISCELLANEOUS

10.1. In the event there is any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Terms and Conditions to any other language (if any), the Terms and Conditions in the English Language version shall prevail.

10.2 Words importing the singular number shall include the plural number and vice versa.