

# PROCLAMATION OF SALE MOTOR VEHICLES

For Sale By Public Auction

On Tuesday, 4th October 2022 @ 2.30 p.m

AT WWW.NGCHANMAU.COM

"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 012-5523286.

LEGAL OWNER : PUBLIC BANK BERHAD 196501000672 (6463-H) / PUBLIC ISLAMIC BANK BERHAD 197301001433 (14328-V)

LOT NO	REGISTRATION NO	MAKE & MODEL	YEAR OF MAKE	KEY (YES / NO)	REMARKS	RESERVE PRICE (RM)
<b>STORE YARD : INTER PACIFIC AUTO AUCTION SDN. BHD.</b> <b>PANDAN SAFARI SHOPPING COMPLEX, CAR PARK (LEVEL 3) , NO. 1, JALAN PERDANA 6/10A,</b> <b>PANDAN PERDANA, 55300 KUALA LUMPUR (TELEPHONE NO : 03-9274 7612 / 9274 7613)</b> <b>VIEWING DATES: 30th September &amp; 3rd October 2022 (10.00AM - 5.00PM), 1st October 2022 (10.00AM - 1.00PM),</b> <b>&amp; 4th October 2022 (10.00AM - 12.00PM)</b>						
P101	WJN5353	PROTON WAJA 1.6	2001	NO		<b>1,500</b>
P102	WXC9484	PEUGEOT 508 1.6	2012	NO		<b>11,000</b>
P103	WWV8233	NISSAN FUGA 3.5	2005/09	NO	AP available. Unable to determine engine number.	<b>20,000</b>
P104	WSN1794	PROTON SATRIA NEO 1.6	2009	NO	<i>WITHDRAWN</i>	<b>5,000</b>
P105	PHU9717	HONDA ACCORD 2.4	2008	NO		<b>20,000</b>
P106	PJD7367	PERODUA VIVA 1.0	2009	NO		<b>5,000</b>
P107	VGC7135	HONDA CITY 1.5	2021	YES	<i>WITHDRAWN</i>	<b>70,000</b>
P108	WC2277C	TOYOTA ALPHARD 2.4	2012/16	YES	AP available.	<b>72,000</b>
P109	VAV5301	PERODUA AXIA 1.0	2017	NO		<b>18,000</b>
P110	WSK8882	BMW X5 3.0	2008/09	NO	Unable to determine engine number.	<b>14,000</b>
P111	WC2824X (EX AJM1805)	FORD RANGER 3.2	2013	NO	Engine number different.	<b>35,000</b>
P112	WWH7610	PEUGEOT 508 1.6	2012	YES		<b>16,000</b>
P113	WRH1501	INOKOM GETZ 1.4	2007/08	NO		<b>3,000</b>
P114	BJP9236	RENAULT KANGOO 1.4	2006/07	YES		<b>4,000</b>
P115	WQC2457	PERODUA MYVI 1.3	2007	YES		<b>7,000</b>
P116	WB2675C	PROTON IRIZ 1.3	2015	NO		<b>14,000</b>
P117	RAK7001	DAIHATSU GRAN MAX 1.5	2021	NO		<b>45,000</b>
P118	WLN3941	PERODUA KENARI 1.0	2003/04	NO		<b>4,000</b>

LOT NO	REGISTRATION NO	MAKE & MODEL	YEAR OF MAKE	KEY (YES / NO)	REMARKS	RESERVE PRICE (RM)
P119	DDH1856	PROTON EXORA 1.6	2018	NO		<b>30,000</b>
P120	WA332U	BMW 730 3.0	2014	YES	Unable to determine engine number.	<b>70,000</b>
P121	TBK2652	PROTON EXORA 1.6	2013	YES	Vehicle stored at J & Y Motors Sdn Bhd (Kuala Terengganu).	<b>12,000</b>
P122	CDQ1831	PROTON SAGA 1.6	2015	YES	Vehicle stored at Focal Park Sdn Bhd (Kuantan).	<b>13,000</b>
P123	CBS2883	HONDA CRV 2.0	2005	NO	Unable to determine engine number. Vehicle stored at Focal Park Sdn Bhd (Kuantan).	<b>17,000</b>
P124	AFW8657	NISSAN FRONTIER 2.5	2006	YES	No engine. Vehicle stored at Inter Pacific Auto Auction (Ipoh).	<b>5,000</b>
P125	TAK8235	PERODUA MYVI 1.3	2005	YES	Vehicle stored at J & Y Motors Sdn Bhd (Kuala Terengganu).	<b>8,000</b>

**Next Auction Date: - 11th October 2022 (2.30pm, Tuesday)**

### MAIN TERMS & CONDITIONS

Prior to the auction sale, 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 5% of the Reserve Price (if the reserve price is RM100,000.00 and above) **or regardless of reserve price such sum as indicated in the "Remarks" column of the Proclamation of Sale, whichever is higher,** ("Deposit") together with buyer's premium of RM600.00 (if the Purchase Price is RM5,000.00 and above) or RM 300.00 (if the Purchase Price is below RM 5,000.00) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft in favour of NG CHAN MAU & CO. SDN. BHD. No personal cheques will be accepted. In the event the Purchase Price is RM100,000.00 and above, the Successful Purchaser shall top up the deposit to the sum equivalent to 5% of the Purchase Price to the auctioneer. The difference between the Deposit and 5% of the Purchase Price must be paid on the Auction day.

The balance of the Purchase Price shall be paid in full by the Successful Purchaser within seven (7) calendar days from the date of Auction to the Legal Owner. All expenses incurred in respect of the ownership transfer shall be borne by the Purchaser.

All vehicles are sold on an "AS IS WHERE IS" BASIS and subject to the **CONDITIONS OF SALE**.

Be sure to inspect the vehicles before bidding and no inspection is allowed during or after the auction.

All intending bidders are advised to inspect the conditions of the vehicle and conduct their own JPJ, PDRM (Police Search) prior to the auction sale.

NO REFUND shall be entertained for Puspakom VR 1 "Lulus Bersyarat".

All details of the vehicles as listed in this POS are subject to change by the Legal Owner.

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)]**

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**LOW CHEE HIAN**

**ROSEMAINI BINTI AHMAD RADZI**

**LICENSED AUCTIONEERS**

Tel : 03-2162 3333

H/P No : 012-552 3286

Fax : 03-2162 3233

# 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 PUBLIC BANK BHD/ PUBLIC ISLAMIC BANK BHD \* (“Owner”) in exercise of the rights and powers conferred upon the Owner pursuant to a Hire Purchase Agreement/ Hire Purchase-i Agreement executed by the hirer (the “said agreements”) as appearing in the said agreements in favour of the Owner and is subject to the regulations implied or imposed upon or relating to or affecting the subject vehicle.**  
**\* To delete the non applicable bank entity**
2. The intending bidders may participate in the live auction sale (“Auction”) of the vehicles in the following manner depending on the mode/facility available to them by the auctioneer:-
  - a. Being physically present at the Auction venue on the Auction date; or
  - b. Bidding remotely or at the Auction venue on the Auction date using the dedicated Mobile app/ online website via the auctioneer’s website (online bidders are also bound by online terms & conditions on the auctioneer’s website).

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 a weekly 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.** The Successful Purchaser (as defined in Clause 6 below) acknowledges and agrees that there shall be no warranty or guarantee made to the quality and condition of the vehicle, including any engine swop/ change and differences to the engine number where in such event, no refund of monies shall be allowed.
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 5% of Reserve Price (if the Reserve Price is RM100,000.00 and above) or regardless of reserve price such sum as indicated in the “Remarks” column of the Proclamation of Sale, whichever is higher, (“Deposit”) together with a buyer’s premium of RM600.00 (if the Purchase Price is RM5,000.00 and above) or RM300.00 (if the Purchase Price is below RM5,000.00) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft** in favour of the Auctioneer prior to the Auction. In the event the Purchase Price (as defined in Clause 8 below) is RM100,000.00 and above, the Successful Purchaser (as defined in Clause 6 below) shall top up the deposit to the sum equivalent to 5% of the Purchase Price to the auctioneer. The difference between the Deposit and 5% of the Purchase Price must be paid on the Auction day. Any person who intends to bid on behalf of another person, corporation or firm is required to deposit with the Auctioneer prior to the Auction a letter of authorisation or a copy of the Directors’ Board of Resolution certified true by the company secretary, as the case may be, stating that he is acting on behalf of another person, corporation or firm and he is authorised to bid and/or 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. All Bidders must be above 18 years old and must be citizens or permanent residents Malaysia.
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 at the last disputed bid or may postpone, cancel a sale or withdraw the Vehicle from the Auction. 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 called/displayed on screen by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder after the fall of the hammer and/or the decision of the Auctioneer, the deposit paid pursuant to Clause 5 above 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 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 of the Purchase Price. The Successful 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 Successful Bidder 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.
10. In the event that the Successful Purchaser after the completion of sale and after the fall of hammer denies and/or refuses to acknowledge the sales (if a Certificate of Sale is to be issued by the Auctioneer) or fails/refuses to sign the Contract of Sale on the date of the Auction (if a Contract of Sale is to be prepared by the Auctioneer), 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 to another date.
11. The balance of the Purchase Price shall be paid in full by the Successful Purchaser within **seven (7) calendar days** from the date of Auction to the Owner (“**Expiry Date**”). However, the period of **seven (7) calendar 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 and storage 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 Auctioneer respectively 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 Successful Purchaser shall collect from the Owner 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 contract of sale.
15. The Successful Purchaser is advised to effect transfer of ownership via involuntary transfer (double Transfer). Should the bidder fraudulently obtains attestation on the transfer documents to proceed with the voluntary transfer (single transfer), the Owner and/or the auctioneer shall not be liable if the transfer is denied subsequently.
16. The Successful Purchaser shall procure the registration of the transfer of ownership to the Successful Purchaser’s name with Jabatan Pengangkutan Jalan within fourteen (14) days from the date of receipt of the documents for registration from the Owner.

17. The Successful Purchaser shall be responsible to pay and settle all outstanding summons, fines and/or penalties issued or due for the vehicle before and after the auction. The Successful Purchaser shall not be entitled to claim for any refund, termination, compensation or price reduction for the reason of outstanding summons, fines and/or penalties.
18. 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.) are submitted to the Owner within thirty (30) days from the Auction date:-
- The Vehicle failed PUSPAKOM VR-1 inspection **while still in the store yard** due to floor board cut, all pillars cut, chassis tampered, engine tampered; and/or
  - The Transfer cannot be effected due to reasons attributable to the Owner only.

Only the Purchase Price will be refunded by the Owner whereas the buyer's premium will be refunded by Auctioneer. Other costs including but not limited to repair, spray-painting, towing, etc will not be claimable by the Successful Purchaser.

19. For avoidance of doubt, **strictly NO REFUND SHALL BE ENTERTAINED FOR:-**
- Claim for refund which is not submitted within thirty (30) days from the date of Auction;
  - Transfer of ownership which cannot be registered due to traffic summonses, fines or penalties owed to the relevant authorities;
  - 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;
  - Defects were found after the vehicle was released from the store yard notwithstanding the PUSPAKOM VR-1 inspection has failed;
  - Vehicle was taken out from the store yard without prior PUSPAKOM VR-1 inspection at the Owner's panel store yard;
  - In the event custom duty on the vehicle was not paid; and/or
  - Engine number differs, or change of transmission system, or any other discrepancy to the registration card.

Note : The PUSPAKOM VR-1 inspection must be carried out in the store yard before the vehicle can be released from the store yard.

20. In the case of defective vehicles, the Successful Purchaser expressly acknowledges that:
- The vehicle is sold without any warranty as to title, whether or not the Owner has title to the vehicle, and that there is no representation as to the roadworthiness of the vehicle or fitness for purpose, or that the vehicle is free from encumbrance;
  - The vehicle is sold without any warranty as to its road worthiness, availability of the vehicle's existing or new registration card, or registrability of the vehicle with the relevant authorities, including but not limited to, non-registration due to unauthorised joining, welding, modification, change, tampering of the vehicle or any part therein, etc., rendering the vehicle not roadworthy;
  - There shall be no refund in the event of non-registration, seizure and/or forfeiture of the vehicle by the relevant authorities for any reason whatsoever; and
  - All implied warranties under the Sale of Goods Act are specifically and expressly negated and excluded under the sale.
21. The Successful Purchaser's claim for refund shall only be limited to the Purchase Price and Buyer's Premium 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 Successful Purchaser.
22. The Successful Purchaser acknowledges 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;
  - 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;
  - 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.
23. The Successful Purchaser is deemed to have made independent checks and verification as regards to the particulars of the vehicle with all the relevant authorities to his satisfaction, and the Owner and the Auctioneer make no representation, express or implied, as regards the accuracy of the particulars of the vehicle. The Owner and the Auctioneer hereby disclaim any liabilities for any representation made and excluded/omitted.
24. 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.
25. 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.
26. 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.
27. Notwithstanding there being no default or breach on the part of the Successful Purchaser, the Owner shall be entitled whether before, during or after the preparation/execution of Certificate of Sale/ Contract of Sale, as the case may, to terminate the sale of the vehicle to the Successful Purchaser at the Owner's sole and absolute discretion without any reason assigned thereto. In such an event, the sale shall be terminated, be null and void and the Owner shall refund free of interest and without any compensation whatsoever to the Successful Purchaser, such moneys as may have been received by the Owner from the Successful Purchaser being payment towards the account of the Purchase Price of the vehicle. The Auctioneer, the Owner, their respective servants and agents shall not in any way be liable to the Successful Purchaser for any compensation or damages whatsoever and the Successful Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action whatsoever and howsoever arising that the Successful Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the sale and the vehicle.
28. 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.
29. All risk, loss or damage, including but not limited to the 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.
30. 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 fourteen (14) calendars days.
31. 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 same, the Owner shall determine such ambiguity or inconsistency and the Owner's decision shall be final and binding.
32. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.

33. 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.
34. Each of the clauses in 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.
35. The Auctioneer shall have the liberty to postpone, call-off or adjourn the Auction at any material time without having to provide any reasons or grounds whatsoever.
36. Online bidders are also bound by online terms & conditions on the auctioneer's website in addition to the conditions of sale. If there is any conflict or inconsistency between the online terms & conditions and this Conditions of Sale, the Conditions of Sale shall prevail.

# **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 5% of the Reserve Price (if the Reserve Price is RM100,000.00 and above) or regardless of reserve price such sum as indicated in the "Remarks" column of the Proclamation of Sale, whichever is higher, together with the buyer's premium of RM600.00 (if the Purchase Price is RM5,000.00 and above) or RM300.00 (if the Purchase Price is below RM5,000.00) 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.