**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 **RHB BANK BERHAD/ RHB ISLAMIC BANK BERHAD** (“Owner”) in exercise of the rights and powers conferred upon the Owner pursuant to a Hire Purchase Agreement/ Hire Purchase-i Agreement 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.
2. The intending bidders may participate in the live auction sale (“Auction”) of the vehicles by bidding remotely or at the Auction venue on the Auction date via the auctioneer’s website (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 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 by IBG transfer 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 RM5,000.00 to the auctioneer (“Differential Sum”)**. The Differential Sum 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.
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 and the sum to be fixed by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder after the fall of the hammer and/or the decision of the Auctioneer, the deposit of RM1,000.00 or RM5,000.00, as the case may be, shall be forfeited by the Owner and the vehicle shall at the option of the Owner be put up for sale again or the Auctioneer may decide to adjourn the Auction 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 a Certificate of Sale generated 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.
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, 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 FIVE (5) DAYS** from the date of Auction to the Owner (“**Expiry Date**”). However, the period of five (5) 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. **Any request for refund of monies paid by the Successful Purchaser shall only be considered provided a written request is submitted to the Owner within thirty (30) days from the date of Auction and further subject to :-**
	1. **Supporting documents (PUSPAKOM VR1 Report, Certificate of Sale etc) to be attached;**
	2. **If the vehicle which is still in the store yard failed PUSPAKOM VR1 inspection due to full floor board cut, all pillars cut and/or chassis or engine number tampered and PUSPAKOM VR1 inspection was done while the vehicle is still in the store yard;**
	3. **If the model of the vehicle and year of manufacture are wrongly stated;**
	4. **If the transfer of ownership cannot be registered due to police or JPJ blacklist other than traffic summons, fines or penalties owed to the relevant authorities.**

Only the Purchase Price will be refunded by the Owner whereas the buyer’s premium will be refunded by the Auctioneer. Other costs like repair, towing etc will not be claimable by the Successful Purchaser.

1. **No refund shall be made:-**
	1. **If claim for refund is not submitted within thirty (30) days from the date of Auction;**
	2. **If the transfer of ownership cannot be registered due to traffic summons, fines or penalties owed to the relevant authorities, hirer deceased or “lulus bersyarat” PUSPAKOM VR1 Report irrespective whether it is reported in auction list or otherwise;**
	3. **Vehicle with Lulus bersyarat PUSPAKOM VR1 report which includes pillar cut, engine change, ex-taxi , part missing etc irrespective whether these are reported in auction list or otherwise;**
	4. **If the defects were found after the vehicle had been taken out from the store yard even when the PUSPAKOM VR1 inspection has failed;**
	5. **If the vehicle is taken out from the store yard without prior PUSPAKOM VR1 inspection at the Owner’s store yard; and/or**
	6. **In the event custom duty on the vehicle was not paid.**

**Note : The PUSPAKOM VR1 inspection must be carried out in the store yard before the vehicle can be released from the store yard.**

1. In the case of **defective vehicles**, the Successful Purchaser expressly acknowledges that:
	1. 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;
	2. 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;
	3. There shall be no refund in the event of non-registration (save as provided in Clause 17(d) above), seizure and/or forfeiture of the vehicle by the relevant authorities for any reason whatsoever; and
	4. All implied warranties under the Sale of Goods Act are specifically and expressly negated and excluded under the sale.
2. 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.
3. The Successful Purchaser acknowledges and confirms that:
	1. 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 save as provided in Clause 17(c) above;
	2. 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;
	3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.
13. 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.
14. 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.
15. 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.
16. 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.

 **ATTENTION TO RHB BANK BIDDER**

**RHB Bank & RHB Islamic Bank Vehicles please take note that: -**

1. **Any request for refund of monies paid by the Purchaser / Bidder shall only allowed provided a written request is submitted to RHB Bank / RHB Islamic Bank within 30 days from the auction date and further subject to:**
	1. Supporting documents (VR1 Report, contract etc) to be attached
	2. If the car which is still in the yard failed PUSPAKOM inspection due to
		* full floor board cut
		* all pillars cut
		* chassis or engine number tampered

and PUSPAKOM inspection was done while the car is still in the storeyard.

* 1. If the model of vehicle and year of make is wrongly stated
	2. If the transfer of ownership cannot be registered due to police or JPJ blacklisted other than traffic summons

Only auction price to be refunded by RHB Bank / RHB Islamic Bank and auction premium is to be refunded by Auction House. Other cost like repair, towing etc will not be refunded.

1. **No refund shall be made:**
	1. If claim for refund is not submitted within Thirty (30) days from the date of auction.
	2. If the transfer of ownership cannot be registered due to traffic summons, hirer deceased or “Lulus Bersyarat” VR1 report irrespective whether it is reported in auction list or otherwise
	3. Car with Lulus Bersyarat VR1 PUSPAKOM report which includes pillar cut, engine change, ex-taxi, part missing etc irrespective whether these are reported in auction list or otherwise
	4. If the defects were found after the vehicle had been taken out from the storeyard even with failed PUSPAKOM inspection
	5. If the vehicle is taken out from the storeyard without prior PUSPAKOM inspection at our storeyard
	6. In the event of any additional taxes imposed by the Government in the course of a transfer the ownership, it shall be borne by the bidders. RHB Bank / RHB Islamic Bank will not bear the cost of the matter even though it was not disclosed during the auction and/or in the proclamation of sales
	7. Similarly with a copy of the Approved Permit (AP), RHB Bank / RHB Islamic Bank will not be liable if there is no AP copy available for the sale of auction vehicle. Although he was not informed in advance during the auction and/or in the proclamation of sales
2. **Auction deposit will be forfeited if full payment of the auction price is not received within FIVE (05) days after the auction sale.**

**ACKNOWLEDGEMENT OF VEHICLE/EQUIPMENT BY AUCTION**

To :

RHB Bank Bhd
Collection & Recovery Department

Level 11, Capital Square Tower,

Jalan Munshi Abdullah,

50100 Kuala Lumpur.

Dear Sir or Madam,

Registration No./Serial No.:………………………………………………………………...

Description of vehicle/equipment:…………………………………………………………..

I/We, the successful bidder of the above vehicle/equipment acknowledge receipt from RHB Bank Bhd for the said vehicle/equipment after settling the purchase price.

I/We acknowledge that the said vehicle/equipment is purchased on “**AS IS WHERE IS**” basis by public auction. I/We further acknowledge that immediate requirement for the said vehicle/equipment to be inspected by Puspakom at my/our own arrangement and expenses before the said vehicle/equipment can be removed/taken out from the store yard.

I/We acknowledge that the said vehicle/equipment remove/taken out from store yard without the said inspection, RHB Bank Bhd shall not be held liable to me in any may whatsoever and RHB Bank Bhd is not liable to refund the auction/tender sale proceed to me/us due to any defects to the vehicle/equipment including engine changed and suspected cut and joint is subsequently discovered once the vehicle/equipment is removed/taken out from the store yard.

Yours faithfully,

………………………………

Name :

NRIC No. :

Company name :

and stamp