

Attention To All Bidders!

For AFFIN BANK BERHAD's ("ABB") / AFFIN ISLAMIC BANK BERHAD's ("AIBB") vehicle, please take note that :-

Addendum to Contract of Sale

This is an addendum to the Terms and Conditions of the Contract of Sale ("Contract of Sale") between the Purchaser (as named in the Contract of Sale) and the Auction House (as named in the Contract of Sale). The Purchaser acknowledged and confirmed that, the purchaser had read and understood the content of this Addendum and the Terms & Conditions of the Contract of Sale prior to the Auction and is fully aware of the same. In consideration of the Auction House accepting the Purchaser's bid as stated in the Contract of Sale, the Purchaser acknowledge and agree as follows:

A) Goods and Services Tax ("GST")

Pursuant to the implementation of GST Act 2014, effective 01 April 2015, successful bidders are to take note that the Reserve Price and the final Purchase Price are inclusive of 6% GST, if the hirer is a GST Registered person.

B) Refund Shall Be Made:-

A written request for refund of auction deposit and buyers premium paid by the bidder together with supporting documents (VR1 Report, contract, etc) must be submitted to ABB/AIBB within thirty (30) calendar days from the auction date and the refund is further subject to the following:-

1. The successful bidder **MUST** conduct the PUSPAKOM Inspection on the successfully auctioned vehicle in the yard before finalizing the balance of purchase price and taking delivery of the vehicle from the yard.
2. All the auction vehicles must be inspected by PUSPAKOM while the vehicle is still in the yard and if the vehicle failed the Puspakom inspection due to full floor board cut, all pillars cut and chassis numbers tampered.
ABB/AIBB shall not consider any refund of what so ever reasons for successfully bid vehicle which was brought out from the yard without prior PUSPAKOM inspection.
3. If the transfer of ownership cannot be registered due to police or JPJ blacklist other than traffic summons.
4. Only auction deposit to be refunded by ABB/AIBB and buyers premium to be refunded by Auction House and other costs like repair, towing, etc will not be refunded.

C) No Refund shall be Made:-

1. If claim for the refund is not submitted within thirty (30) calendar days from the date of auction;
2. If the transfer of ownership cannot be registered due to traffic summons, hirer deceased and 'Lulus Bersyarat' VR1 report irrespective whether it is reported in auction list or otherwise.
3. Vehicle with Lulus Bersyarat VR1 Puspakom report which includes pillar cut, engine changed, ex-taxi, parts missing, etc irrespective whether it is reported in auction list or otherwise.
4. If PUSPAKOM inspection is **NOT** conducted on the successfully auctioned vehicle while it is still in the yard.
5. If the defects were found after the vehicle has been taken out from the yard even with "failed" Puspakom inspection report;

D) All other terms and conditions stated in the Auction Contract and Conditions of Sales shall remain unchanged.

E) No particulars like engine number differ, clarity of hirer's I/C, hirer deceased, change of transmission system, blacklisted by Police/JPJ, etc will be announced.

F) Bidders are advised to effect transfer of ownership via involuntary transfer (double transfer). Should the successful bidder fraudulently obtains attestation on the transfer document to proceed with the voluntary transfer (single transfer), ABB/AIBB shall not be liable if the transfer is subsequently denied.

Signed by Purchaser:

Name:
NRIC No.:
Date:
Bid Card No.:

ACKNOWLEDGEMENT RECEIPT OF VEHICLE/EQUIPMENT SALE BY AUCTION/TENDER

Date :
From :
Name :
Address :
.....
.....

To : Affin Bank Berhad (“ABB”)/Affin Islamic Bank Berhad “AIBB”),
Branch: _____

Dear Sir,

Registration No./Serial No : _____

Description of vehicle/equipment : _____

I/We, the bidder of the above vehicle/equipment acknowledge receipt from ABB/AIBB the said vehicle/equipment after settling the purchase price of the above through sales by public auction/tender.

I/We acknowledge that the said vehicle/equipment is purchased by me/us on “AS IS WHERE IS” basis in the public auction/tender. I/We further acknowledge that express requirement for the vehicle/equipment to be inspected by Puspakom at my/our own arrangement and expenses before the above vehicle/equipment can be removed/taken out from ABB/AIBB’s licensed store yards. I/We irrevocably agree that once the said vehicle/equipment is removed/taken out without the said inspection, ABB/AIBB shall not be held liable in any way what so ever and that ABB/AIBB is not liable to refund the auction/sale proceed to me/us due to any defects to the vehicle/equipment including engine changed and suspected cut and joint that are subsequently discovered once the vehicle/equipment is removed/taken out from ABB’s/AIBB’s licensed store yards.

Yours faithfully,

.....
Name :
NRIC No. :
Company name :
and stamp