

TERMS AND CONDITIONS

1. DEFINITIONS

“Agreement”	means Sales Agreement, these Terms and Conditions, Checklist and Delivery Order together with any documents referred to in the Agreement or any schedule and/or appendices attached together hereto, whichever applicable
“Registration Card”	means the original car registration certificate of the Vehicle
“Vehicle”	means the vehicle which particulars are as stipulated Section 5 of the First Schedule in the Sales Agreement;
“Carsome”	means Carsome Certified Sdn. Bhd. (Company No. 202101006178), a company incorporated in Malaysia under the laws of Malaysia and having its principal place of business at D-G-1, Pusat Komersial Parklane, Jalan SS7/26, 47301 Petaling Jaya Selangor, Malaysia and its affiliates;
“Carsome’s Premise”	means D-G-1, Pusat Komersial Parklane, Jalan SS7/26, 47301 Petaling Jaya Selangor, Malaysia or such other premises and/or location so designated by Carsome
“Documents”	means Registration Card, E-batal, Manual Thumbprints document and any other document required for the transfer of the Vehicle
“Inspection”	means the inspection of the Vehicle conducted or to be conducted by the Buyer at Carsome’s Premise or such other premises and/or location so designated by Carsome
“Parties”	means collectively, Carsome and the Buyer
“Purchase Price”	means the sale price of the Vehicle as stipulated in Section 6 of the First Schedule in the Sales Agreement;
“Buyer”	means the party whose particulars and information are as stipulated in Section 3 of the First Schedule
“Carsome’s Warranties”	means all the warranties by Carsome to the Buyer as set out in Clause 4 below
“Working Days”	means a day (excluding gazetted public holiday, Saturday and Sunday) on which government offices and commercial banks are open for business in Selangor
“Date Hereof”	means the day the Buyer informs Carsome that they intend to purchase the Vehicle from Carsome, as set out in Section 1 of the First Schedule in the Sales Agreement

Capitalised terms used herein without definition shall have the meanings assigned to them in the Sales Agreement.

2. SALE AND PURCHASE OF VEHICLE

- 2.1 Carsome hereby sells and the Buyer hereby purchases the Vehicle at the Purchase Price and upon the terms and conditions set forth in the Agreement.
- 2.2 The Parties acknowledge and agree that the Purchase Price of the Vehicle is:
 - (a) offered by the Buyer to Carsome pursuant to the listing of the Vehicle on the Platform;
 - (b) offered by the Buyer to Carsome after the Inspection and understanding Carsome’s Warranties in the Agreement; and/or
 - (c) agreed upon by the Parties on a willing buyer willing seller basis.
- 2.3 In exchange of the payment of the Purchase Price, Miscellaneous Charges and such other fees payable (if any) to Carsome in accordance with the payment term in Section 5 of the First Schedule (“Payment Term / Payment Due Date”), Carsome shall, on a date mutually agreed with the Buyer (“Date of Delivery”), ensure that:
 - (a) Carsome delivers and Buyer receives and accepts the possession of the Vehicle;
 - (b) Carsome delivers and Buyer receives and accepts the Registration Card; and
 - (c) Carsome executes all the transfer documents and the required processes to transfer the ownership of the Vehicle in favour of the Buyer.
- 2.4 For the avoidance of doubt, Carsome shall only be required to perform its obligations under Clause 2.3 above when the Purchase Price, Handling Fee, Miscellaneous Charges and such other fees payable (if any) have been fully settled by the Buyer.
- 2.5 Should the Buyer fail to settle all necessary payment for the purchase of the Vehicle including the Purchase Price, Miscellaneous Charges and such other fees payable (if any) before or on the Payment Due Date (“Outstanding Sum”), Late Payment Charges at the rate of eighteen per centum (18%) per

annum calculated on daily basis will be imposed on the Outstanding from the Payment Due Date until the date of the full settlement.

3. DELIVERY OF POSSESSION

- 3.1 Unless otherwise stated in the Agreement or mutually agreed with Carsome, the possession of the Vehicle shall be delivered by Carsome to the Buyer at Carsome's Premise in accordance with Clause 2.3 on the Date of Delivery.
- 3.2 The Parties agree that upon delivery of possession of the Vehicle, the Parties shall sign and execute an acknowledgement form in the format as set out as advised by Carsome and be bound by the terms thereof.
- 3.3 In the event whereby the Buyer refuses or did not accept the delivery of the Vehicle, Carsome is entitled to charge the transportation and parking costs ("Miscellaneous Charges") stipulated in Section 10 of the First Schedule in the Sales Agreement or any other ancillary costs from such refusal.
- 3.4 The Parties hereby acknowledges that the risk of damage to or loss of the Vehicle shall pass/be transferred to Buyer upon the acceptance of the delivery of the Vehicle.

4. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

- 4.1 The Agreement shall have effect on the date as set out on the first page in the Sales Agreement and continue to be in force unless terminated earlier in accordance with the provisions herein.
- 4.2 Unless otherwise stated by Carsome, Carsome hereby warrants and represents to the Buyer that:
 - (a) that the Vehicle has undergone internal visual inspection and such inspection shall be subject to approval by the relevant authorities, including but not limited to PUSPAKOM and Road Transport Department Malaysia (JPJ);
 - (b) the condition of the Vehicle is as per stated in the listing of the Vehicle in the Platform;
 - (c) the Vehicle is free and clear from all liens, loans and encumbrances; and
 - (d) it has the power, right and authority to enter into the Agreement and the entering of the Agreement or sale of the Vehicle will not breach any provision and/or covenant with any third party.The abovementioned shall hereinafter collectively be referred to as "Representations and Warranties".
- 4.3 The Buyer agrees that:
 - (a) the odometer of the Vehicle shall only be an indicator as to the actual mileage of the Vehicle and was not altered, set back or disconnected while in Carsome's possession to the best of its knowledge;
 - (b) he/she shall not make any demands and/or claims against Carsome for the liabilities, fines, losses, damages, cost and expenses whatsoever that may arise after the Vehicle has been delivered to the Buyer (whereby Outward Delivery Order has been executed and acknowledged by the Buyer); and
 - (c) he/she shall immediately notify Carsome within five (5) Working Days in the event of any discrepancies between the existing condition of the Vehicle and the Representations and Warranties ("Discrepancies"), failing which the Buyer is deemed to have accepted the said Discrepancies.

5. TERMINATION

- 5.1 The Buyer reserves the right to terminate the Agreement immediately at any time if:
 - (a) any of the Carsome Warranties are found to be untrue, false or inaccurate at any time before, during or after the delivery of the Vehicle; or
 - (b) Carsome commits or allow any material breach of its obligations to be committed under the Agreement and if such breach is remediable, fails to remedy such breach within thirty (30) days after written notice has been given by the Buyer to Carsome requiring such remedy.
- 5.2 For termination under Clause 5.1, Carsome shall refund the Purchase Price to the Buyer, less any interest or deduction that Carsome shall be entitled to deduct in accordance with the terms of the Agreement.
- 5.3 In the event the Buyer breaches or does not comply with any term(s) in the Agreement, Carsome reserves the right to:
 - (a) terminate the Agreement at any time immediately; and
 - (b) forfeit and/or deduct all the payment received by Carsome in relation to the Vehicle up the date of the termination.

In addition to the aforesaid remedies and notwithstanding anything to the contrary, Carsome shall also be entitled to ten per centum (10%) of the Purchase Price which shall be payable by the Buyer upon demand as agreed liquidated ascertained damages for such termination.

- 5.4 Notwithstanding anything to the contrary and without prejudice to Carsome's rights under the law, for termination under Clauses 5.1 and 5.3, the Buyer shall immediately:
- (a) deliver the Vehicle's possession back to Carsome;
 - (b) effect the transfer of ownership of the Vehicle to Carsome (if applicable); and
 - (c) return all the Documents and any accessories in relation to the Vehicle.

6. INDEMNITY

- 6.1 The Buyer shall indemnify and continue to keep Carsome fully indemnified, at any time prior and after the sale, delivery and transfer of ownership of the Vehicle to the Buyer (or vice versa, if applicable), for all demands, claims, liabilities, fines, losses, damages, costs and expenses whatsoever that may arise from or in connection with any act, default, delay, omission or non-performance on the part of the Buyer in respect of the Vehicle under the Agreement.
- 6.2 This Indemnity shall be binding on the Buyer's successors in title, representatives and assigns and is expressly intended to be and shall be a continuing indemnity whatsoever now or hereafter and will remain effective until Carsome's claim(s) under this indemnity has/have been fully satisfied.
- 6.3 In the event the Buyer fails to settle all necessary payment that is due and payable to Carsome, Carsome shall have the right to impose Late Payment Charges on the total outstanding at the rate of eighteen per centum (18%) per annum calculated on daily basis until the date of full settlement.
- 6.4 Notwithstanding anything to the contrary and to the extent permitted by law, Carsome's total liability under the Agreement (whether such liability arises under contract, tort, equity, statute or otherwise) for any loss, damage, expense arising out of or in connection with its performance of the Agreement, and unless otherwise agreed between the parties, shall be limited to one per centum (1%) of the total Purchase Price received by Carsome pursuant to the Agreement hereto and in no event shall Carsome be liable for any loss (whether direct or indirect) of profits, opportunity, revenue, goodwill, use, production, contracts, anticipated savings or any special, incidental, consequential, punitive or indirect loss or damage.

7. DISPUTE RESOLUTION

In the event of any dispute or difference arising out of, in connection with, or in relation to the Agreement between the Parties ("Dispute"), then as soon as reasonably possible upon the written request of either Party, each of the Parties will meet to resolve the dispute. The designated representatives of each Party will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the Dispute. The representatives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings. However, should Parties fail to amicably resolve the Dispute, either Party may then elect to pursue the Dispute in the dispute forum stipulated in Clause 8.13 of this Agreement.

8. GENERAL

- 8.1 Any notice of demand or request to be given shall be in writing and shall be sufficiently given or made to the other by serving such letter at or sending such letter:
- (a) by hand or by registered post addressed to the other at the last known address or such other address as may from time to time be notified by the other for the purpose herein;
 - (b) by facsimile transmission addressed to the intended recipient thereof at its facsimile number stated thereof or at its facsimile number as may be notified from time to time; or
 - (c) by electronic mail addressed to the intended recipient thereof at its last known electronic address or such other address as may from time to time be notified by the other for the purpose herein;
- and
if delivery by hand, e-mail/ or facsimile, shall be deemed to be received at the time of delivery and by posting, within two (2) days from date of posting, notwithstanding its subsequent return to Carsome.
- 8.2 If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or in part, the Agreement shall continue to be valid as to its other provisions and the remainder of the unaffected provision.
- 8.3 The Parties acknowledge that the existence and the terms of the Agreement are regarded as confidential information. The Buyer shall maintain confidentiality of all such confidential information and the Buyer

- shall not disclose any relevant confidential information to any third parties without obtaining prior written consent from Carsome.
- 8.4 The Parties agree to comply with all applicable legislations and regulations relating to privacy and/or data protection, including without limitation to the Malaysian Personal Data Protection Act 2010 (Act 709).
 - 8.5 The Buyer agrees that in the event where Carsome is unable to perform its obligations under the terms of the Agreement due to acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, or any action taken by the Government of Malaysia which imposes restrictions or prohibitions of any kind, Carsome shall not be liable for damages to the other for any damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
 - 8.6 Time, whenever mentioned herein, shall be of the essence.
 - 8.7 Unless otherwise agreed by Carsome, the Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of the Agreement and supersedes all previous negotiations, agreements and commitments.
 - 8.8 Notwithstanding anything to the contrary, all costs and fees and the stamp duty and other incidental expenses in respect of the Agreement shall be paid by the Buyer.
 - 8.9 No failure or delay on the part of Carsome to exercise any rights hereunder will operate as a release or waiver thereof.
 - 8.10 Buyer agrees that Carsome may vary the terms of the Agreement from time to time and shall take effect after providing three (3) days' notice to the Buyer of any such change.
 - 8.11 Buyer agrees that Carsome may assign, transfer, novate and can otherwise deal in any manner with all or any part of its rights, remedies, power, duties and obligations in relation to the Agreement to any person without Buyer's consent. The Agreement shall be binding upon and enure for the benefit of Parties successors in title.
 - 8.12 Buyer consents to Carsome's Privacy Policy available at https://www.carsome.my/privacy_policy and agrees for Carsome to process and disclose the information provided to Carsome including any personal data for the purpose of the Agreement (including but not limited to the enforcement of Carsome's rights under the Agreement).
 - 8.13 The Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and Parties hereby agrees to submit to the exclusive jurisdiction of the courts of Malaysia. If Parties are unable to resolve any dispute under Clause 7 above, then Parties hereto shall submit to the jurisdiction of the Courts of Malaysia.
 - 8.14 The Schedules, Appendices and any attachments shall be taken read and construed as an essential part of the Agreement.

(The remainder of this page has been left blank intentionally)