

For Selayang & Seremban :

Contact : Pn Farida / En Rezal

Tel num : 03 9368 0312

For Butterworth & Johor Bahru :

Contact : Cik Huda / Cik Jun / En Hisham

Tel num : 07-899 1988

Hong Leong Bank Bhd's / Hong Leong Islamic Bank Bhd's Vehicle Please takes 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).

In consideration of the Auction House accepting the Purchaser's bid as stated in the Contract of Sale, the Purchaser acknowledges and agrees as follows:

1. The additional clause below shall be added:-

All bidders of Hong Leong Bank Berhad/Hong Leong Islamic Bank Berhad (which now include all ex EON Bank Berhad cars) will only be provided with document for effect the transfer of ownership via involuntary transfer or double transfer for vehicle auctioned as required by Jabatan Pengangkutan Jalan (JPJ).

All bidders is also reminded to fully pay the balance of the purchase price within **TEN (10)** days from the date of auction sale to Hong Leong Bank Berhad/Hong Leong Islamic Bank Berhad as there will be **NO EXTENSION** so to avoid the forfeiture of auction deposit.

A: Refund Shall be Made:-

A written request together with supporting documents (VR1 Report, contract etc) to be submitted to Hong Leong Bank Berhad within 30 days from auction date only for the following reasons:

1. If the car which is still in the yard failed Puspakom inspection due to full floor board cut, all pillar cut, chassis or engine number tampered. All the auction vehicles need to be inspected by PUSPAKOM whole the car is still in the yard. Hong Leong Bank Bhd shall not consider any refund of what so ever reasons for successful bided car brought out from yard without prior PUSPAKOM Inspection.
2. If the transfer of ownership cannot be registered due to police or JPJ blacklist other than traffic summons.
3. Only auction price and premium to be refunded and other cost like repair, towing etc will not be entertained.

B: 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 decreased and 'Lulus Bersyarat' VR1 report.
 3. Car with Lulus Bersyarat VR1 Puspakom report which includes pillar cut, engine changed, ex-taxi, part missing etc irrespective it is reported in auction list or otherwise;
 4. If the defects were found after the vehicles being taken out from the auction house even failed Puspakom Inspection report;
 5. Auction deposits will be forfeited if full payment is not received within 10 calendar days from the auction date.
2. Hong leong Bank Berhad have made it compulsory for the successful bidder to sign the Declaration of Source of Funds for successfully bided vehicles RM25,000.00 and above, this is only applicable for successful bidder who wish to settle the balance purchase price with "CASH TERMS". In the event of a bidder neglecting or failing to comply with this condition, any deposit paid shall be forfeited and the successful bid shall be deem to be null and void. The vehicle thereafter shall be resold by a further auction and such resale to be considered as new sale for which the Bank and/or Auctioneer will be entitled to do so.

Signed by Purchaser:

Name:

I/We have read and fully understand the above terms.

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1. The additional clause below shall be added:-

Government Taxes and/or statutory/regulatory imposed charges, fees, etc

(a) For the purposes 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 (as defined below), including, without limitation, any consumption tax such as the goods and services tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

- (b) Unless specifically quoted as inclusive of goods and services tax ("GST"), the purchase price and all other monies (if any) to be paid by the Purchaser to the Legal Owner under this Contract of Sale, including interest or any amount representing reimbursements to be paid by the Purchaser to the Legal Owner, shall be exclusive of GST and any other 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. In the event of any change to the applicable GST rate, prices which are quoted as inclusive of GST shall be adjusted accordingly to take into account such change.
- (c) 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 Legal Owner under this Contract of Sale 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 Legal Owner is equal to that which the Legal Owner would otherwise have received had no deduction or withholding been required or made.
- (d) The Purchaser shall in addition to the purchase price and all other monies payable, pay to the Legal Owner all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Legal Owner 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 .
- (e) If at any time an adjustment is made or required to be made between the Legal Owner 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 Contract of Sale by the Legal Owner, a corresponding adjustment may at the Legal Owner's discretion be made as between the Legal Owner and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.
- (f) All Tax payable by the Purchaser to the Legal Owner as herein provided shall be paid at such times and in such manner as shall be requested by the Legal Owner.
- (g) The Purchaser hereby agrees to do all things reasonably requested by the Legal Owner to assist the Legal Owner 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 Contract of Sale, the Purchaser agrees to provide its fullest cooperation to the Legal Owner in assisting the Legal Owner in complying with its obligations under the relevant laws.
- (h) 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 Contract of Sale has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.
2. This Addendum is supplemental to and shall be construed as an integral part of the Contract of Sale and shall be effective from the date of the Contract of Sale.
3. This Addendum is governed by and construed in accordance with the laws of Malaysia.

Signed by Purchaser:

Name:

NRIC No :

Date :