

Person in charge for Auction matters are as follows :-

Nor Fatin Masturah Nazarudin (fatinmasturah@affingroup.com) – 03-7947 5414

Nor Shahimy Mohd Nor (norshahimy@affingroup.com) – 03-7947 5412

Shamsul Khalil (shamsul.khalil@affingroup.com) – 03-7947 5409

Suazreen Mohd Surat (suazreen@affingroup.com)

Note : All information are based on record available to the Bank at the time of the issuance of the list. Bidder must conduct their own additional search / reference from other parties such as PDRM / JPJ / others on the unit prior to the auction. Bank will not liable for any changes in record obtained from other parties on the unit.

*** Last Day to Settle Balance of Auction Price**

In the event the expiry date falls on non banking day, bidder(s) is/are to settle the balance of auction price on the last banking day before the expiry of auction contract. Extension of auction contract will attract penalty charges of RM500 (for non Islamic account only).

Appendix II

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) 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. All the auctioned 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 auctioned vehicle without prior PUSPAKOM inspection while the vehicle is still in the yard.

Note : Successful Bidder (SB) must make their own arrangement for the vehicle / equipment to be inspected by Puspakom and all the expenses incurred to be borne by SB.

2. If the transfer of ownership cannot be registered due to police or JPJ blacklist other than traffic summons.
3. 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.

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 deceased and 'Lulus Bersyarat' VR1 report irrespective whether it is reported in auction list or otherwise.

Attention To All Bidders!

3. Vehicle with “**LULUS BERSYARAT**” / “**GAGAL**” 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.
- C)** All other terms and conditions stated in the Auction Contract and Conditions of Sale shall remain unchanged.
- D)** 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.
- E)** Bidders are advised to effect transfer of ownership via involuntary transfer (double transfer). Should the successful bidder fraudulently obtained attestation on the transfer documents to proceed with the voluntary transfer (single transfer), ABB/AIBB shall not be held liable if the transfer is subsequently denied.

**ACKNOWLEDGEMENT RECEIPT OF VEHICLE/EQUIPMENT SALE BY
AUCTION/TENDER**

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

To : Affin Bank Berhad (“ABB”)/Affin Islamic Bank Berhad “AIBB”),
Satellite / Regional Collection Centre (SCC/RCC) :
.....

Dear Sir,

Registration No./Serial No :

Description of vehicle/equipment :

I/We, the bidder / tenderer 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 I had been given **OPTION** for the vehicle/equipment to be inspected by Puspakom at my/our own arrangement and expenses before I/We finalize the balance of purchase price and remove / take out the above vehicle/equipment from ABB/AIBB’s licensed store yards. Hence, it is my own choice ***TO / NOT TO** exercise the option for Puspakom inspection.

I/We irrevocably agree that once the said vehicle/equipment is removed/taken out, 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.

Annex 3

APPENDIX II(A)

PRE-RELEASE- PUSPAKOM (VR1) INSPECTION ELECTION FORM

To: Affin Bank Berhad ("the Bank")

Date: _____

Storeyard Location: _____

Asset Details

Registration / Serial No.: _____

Description of Vehicle / Equipment: _____

I/We, the undersigned, being the successful bidder/purchaser of the above vehicle/equipment, hereby acknowledge that prior to the release of the vehicle/equipment, the Bank has informed me/us of the option to conduct a **PUSPAKOM (VR1) inspection** while the vehicle/equipment remains at the storeyard, and that:

(a) PUSPAKOM Inspection Option

☐ I/we have EXERCISED this option; or

☐ I/we have NOT EXERCISED this option,

in each case at my/our own cost and initiative.

ACKNOWLEDGED AND CONFIRMED BY THE SUCCESSFUL BIDDER / PURCHASER

Signature : _____

Name : _____

NRIC / Passport No. : _____

Company (if applicable) : _____

Bid Card No. : _____

Date : _____

ACKNOWLEDGEMENT RECEIPT OF VEHICLE / EQUIPMENT

SALE BY AUCTION / TENDER

To: Affin Bank Berhad ("the Bank")

Date of Collection: _____

Storeyard Location: _____

Asset Details

Registration / Serial No.: _____

Description of Vehicle / Equipment: _____

I/We, the undersigned, being the successful bidder/purchaser of the above vehicle/equipment, hereby acknowledge receipt and collection of the vehicle/equipment following full settlement of the purchase price pursuant to the relevant auction/tender.

I/We further confirm and acknowledge as follows:

(a) Acceptance on "As Is Where Is" Basis

The vehicle/equipment is purchased and accepted on an "as is where is" basis, in its existing state and condition at the time of collection from the storeyard.

(b) Post-Release Risk

Upon collection and release of the vehicle/equipment from the storeyard, all risks relating to the vehicle/equipment shall pass to me/us. The Bank shall not be liable for any defects, deficiencies or issues discovered thereafter. Any entitlement to a refund (if applicable) shall be subject strictly to the applicable Auction Terms and Conditions and bidder notices.

ACKNOWLEDGED AND CONFIRMED BY THE SUCCESSFUL BIDDER / PURCHASER

Signature : _____

Name : _____

NRIC / Passport No. : _____

Company (if applicable) : _____

Bid Card No. : _____

Date : _____

DISCLAIMER AND NO-ANNOUNCEMENT

1. All vehicles and equipment are sold on an **"AS IS WHERE IS"** basis.
2. Neither the Bank nor the Auction House under any obligation, whether before, during or after the auction, to announce or disclose
 - (a) any discrepancy relating to the engine number, chassis number, transmission system or identification particulars;
 - (b) any issue relating to the availability, completeness or accuracy of any ownership, registration or identity documents;
 - (c) the existence of any JPJ or PDRM blacklist, summons or other impediment affecting registration or ownership transfer;
 - (d) whether the hirer is deceased, bankrupt, wound-up or otherwise subject to any legal disability; or
 - (e) the vehicle's history, condition, mileage, roadworthiness, defects, missing parts, accessories or documentation.
3. Bidders are deemed to have conducted their **own independent due diligence** prior to bidding and shall purchase the vehicle at their own risk, without recourse against the Bank or the Auction House.

ACKNOWLEDGEMENT BY SUCCESSFUL BIDDER/PURCHASER

I/We hereby acknowledge that I/we have read, understood and accepted the terms of this Addendum and agree to be bound by them.

Signature: _____

Name: _____

NRIC / Passport No.: _____

Date: _____

Bid Card No.: _____