

**CONDITIONS OF SALE**

(N/C)

1. The sale is made by **Too Management Holdings Sdn Bhd** (472575-W) (hereinafter called “the Auction House”) as agent for the Legal Owner / bank / finance / owner notified of the vehicle listed in the Proclamation of Sale subject to the regulations implied or upon or affecting the subject vehicle.
2. All intending bidders are required to deposit with the Auctioneer a sum of **RM1, 500.00** by Cash/Credit card (Master Card or Visa Only) /Bank Draft in favour of **Too Management Holdings Sdn Bhd** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer an authority letter to state that he is acting on behalf of another person, body corporate or firm, prior to the auction sale.
3. Subject to the Reserve Price, the highest bidder, being so allowed by the Auctioneer, shall be the Purchaser and the Auctioneer having the right to refuse any bid. If any dispute shall arise as to the highest bidder, the vehicle shall, at the option of the Auctioneer be put up again for sale and re-sold or the Auctioneer may decide on the dispute.
4. No bid shall be less in advance of the last previous bid than a 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 before the fall of the hammer, the deposit of RM1,500.00 shall be forfeited to the Auction House (RM1,000.00 shall be credited to the account of the Legal Owner) and the vehicle shall at the option of the Auction House be put up for sale again or the Auction House may decide to adjourn the auction sale to another date.
5. Immediately after the fall of the hammer, the deposit of RM1,500.00 paid earlier shall be utilized in the following manner; RM1,000.00 as deposit paid to the Legal Owner and RM500.00 as buyers premium paid to the Auction House. The Purchaser shall also sign the Memorandum of Sale at the front page of these conditions. TAKE NOTICE; Hong Leong Bank Bhd & Public Bank Bhd has made it compulsory for the successful bidder to pay 5 % auction deposit of the Final Price to Too Management Holdings Sdn Bhd for all assets / vehicles above RM100,000.00 successfully bid / purchase, and the rest of the clauses remain applicable as per this notification.
6. In the event the purchaser refuses to sign the Memorandum of Sale after the fall of the hammer, the deposit of RM1,500.00 paid earlier by him shall be forfeited by the Auction House (of which RM1,000.00 shall be credited to the account of the Legal Owner) and the vehicle shall forth with be again put up for sale. The deficiency in price (if any), which may result from a re-sale or the purchase price if there is no re-sale as the case may be, shall be recoverable from the defaulting Purchaser.
7. The balance of the purchase price shall be paid in full by the Purchaser within **TEN (10)** days from the date of auction sale to the Legal Owner. However, the period of **TEN (10)** days may be extended by the Legal Owner at its discretion upon written request by the Purchaser before expiry date provided if any extension is granted, the Purchaser shall pay the Legal Owner storage charges and interest at the rate to be determined by the Legal Owner at its absolute discretion on the balance purchase price calculated on a daily basis until full payment of such amount on or before the extended expiry date.
8. In default of such payment of the balance of purchase price or any interest payable for any extension of time which may be granted for the payment of the balance purchase price within the time and in the manner as stipulated in Clause 7 above, the deposit paid pursuant to Clause 5 above shall be forfeited by the Legal Owner (RM1,000.00 and the Auction House RM500.00) and the vehicle may be put up for resale by the Legal Owner at its sole discretion. The cost of such resale together with either the deficiency in price (if any), which may result from a re-sale, or the balance of the purchase price if there is no resale shall be recoverable from the defaulting Purchaser as the case may be.
9. Upon full payment of the balance of the purchase price in accordance with Clause 7 above and the interest (if any) payable in respect of the extension of time granted thereunder, the Legal Owner shall execute or cause to be executed at the Purchaser’s cost and expenses (such as transfer fees, stamp duty and registration fees) a Transfer (K3) in favour of the Purchaser. Thereafter and upon the Purchaser’s payment of all such cost and expenses of the Transfer, the Legal Owner shall deliver to the Purchaser the duly executed Transfer and the Original Registration Card, if available.
10. Any request for the refund of monies paid by the Purchaser shall only be allowed provided: -
  - a) The Purchaser furnished to LEGAL OWNER with documentary evidence from the Jabatan Pengangkutan Jalanraya confirming that the transfer of ownership for said vehicle being duly presented for registration within thirty (30) days after receipt of the documents for registration from LEGAL OWNER and further provided that the said claim for refund must be made with LEGAL OWNER not later than thirty (30) days after receipt of confirmation of non-registration of ownership from the Jabatan Pengangkutan Jalanraya. The said refund by LEGAL OWNER shall be limited and not exceeding the amount paid and shall be free of interest and the Purchaser shall have no other claims against LEGAL OWNER and the Auction House.
  - b) The said clause 10(a) is only applicable in the event that the Transfer cannot be effected due to reasons attributed to LEGAL OWNER only. If the transfer cannot be effected due to traffic offences or summons not paid to the relevant authorities, than the LEGAL OWNER or the Auction House will not entertain nor shall be responsible for the refund.
11. The Purchaser shall presumed to admit until the contrary the identity of the vehicle purchased by him with that comprised in the muniments or notification offered by the Auction House.
12. The vehicle is believed and shall be taken to be correctly described and the Purchaser shall deemed to have full knowledge of the state and conditions of the vehicle that they intended to bid by viewing themselves (as per clause 15) and no error, mis-statement, mis-description or mis-representation shall annul the sale nor shall any compensation be allowed in respect thereof.
13. The Purchaser after the payment of the balance of the purchase price in full together with accrued interest thereon (if any) shall at his own cost and expenses take possession of the vehicle without obligation on the part of the Auction House, the Auctioneer or their respective servants or agents.
14. ***For the purpose of these conditions the time allowed by the conditions for the payment of the balance of the purchase money (namely 10 days) shall be deemed to be the essence of the contract.***
15. The Purchaser is deemed to have made independent checking and verification as regards to particulars of vehicles with all relevant authorities to his satisfaction and no express representation as regards the accuracy of the particulars of the vehicle is made and the Auction House and the Auctioneer disclaims liability for representation made and excluded.
16. The vehicle is sold on an “as is where is” basis.
17. The Auction House shall be at liberty to postpone, call-off or adjourn the Public auction at any material time without having to provide any reasons or ground whatsoever.
18. As from the time of the sale, the vehicle shall be at the sole risk of the Purchaser as regards to loss or damage by fire or other accident or otherwise.
19. The hirer of the vehicle has been given notice of his / her right to bid at the auction.
20. In the event of any discrepancy, mis-statement or error appearing in the various translations therein the English version shall prevail (if any).

**CONDITIONS OF SALE**  
**(DEFECTIVE CAR)**

1. The sale is made by **Too Management Holdings Sdn Bhd** (4725 75-W) (hereinafter called “the Auction House”) as agent for the Legal Owner / bank / finance / owner notified of the vehicle listed in the Proclamation of Sale subject to the regulations implied or upon or affecting the subject vehicle.
2. All intending bidders are required to deposit with the Auctioneer a sum of **RM1,500.00** by Cash/Credit card (Master Card or Visa Only) /Bank Draft in favour of **Too Management Holdings Sdn Bhd** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer an authority letter to state that he is acting on behalf of another person, body corporate or firm, prior to the auction sale.
3. Subject to the Reserve Price, the highest bidder, being so allowed by the Auctioneer, shall be the Purchaser and the Auctioneer having the right to refuse any bid. If any dispute shall arise as to the highest bidder, the vehicle shall, at the option of the Auctioneer be put up again for sale and re-sold or the Auctioneer may decide on the dispute.
4. No bid shall be less in advance of the last previous bid than a 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 before the fall of the hammer, the deposit of RM1,500.00 shall be forfeited to the Auction House (RM1,000.00 shall be credited to the account of the Legal Owner) and the vehicle shall at the option of the Auction House be put up for sale again or the Auction House may decide to adjourn the auction sale to another date.
5. Immediately after the fall of the hammer, the deposit of RM1,500.00 paid earlier shall be utilized in the following manner; RM1,000.00 as deposit paid to the Legal Owner and RM500.00 as buyers premium paid to the Auction House. The Purchaser shall also sign the Memorandum of Sale at the front page of these conditions. TAKE NOTICE; Hong Leong Bank Bhd & Public Bank Bhd has made it compulsory for the successful bidder to pay 5 % auction deposit of the Final Price to Too Management Holdings Sdn Bhd for all assets / vehicles above RM100,000.00 successfully bid / purchase, and the rest of the clauses remain applicable as per this notification.
6. In the event that the Purchaser refuses to sign the Memorandum of Sale after the fall of the Hammer, the deposit of RM1,500.00 paid earlier by him shall be forfeited by the Auction House (of which RM1,000.00 shall be credited to the account of the Legal Owner) and the vehicle shall forth with be again put up for sale. The deficiency in price (if any), which may result from a re-sale or the purchase price if there is no-resale as the case may be, shall be recoverable from the defaulting Purchaser.
7. The balance of the purchase price shall be paid in full by the Purchaser within **TEN (10)** days from the date of auction sale to the Legal Owner. However, the period of **TEN (10)** days may be extended by the Legal Owner at its discretion upon written request by the Purchaser before expiry date provided if any extension is granted, the Purchaser shall pay the Legal Owner storage charges and interest at the rate to be determined by the Legal Owner at its absolute discretion on the balance purchase price calculated on a daily basis until full payment of such amount on or before the extended expiry date.
8. In default of such payment of the balance of purchase price or any interest payable for any extension of time which may be granted for the payment of the balance purchase price within the time and in the manner as stipulated in Clause 7 above, the deposit paid pursuant to Clause 5 above shall be forfeited by the Legal Owner (RM1,000.00) and the Auction House (RM500.00) and the vehicle may be put up for resale by the Legal Owner at its sole discretion. The cost of such resale together with either the deficiency in price (if any), which may result from a re-sale, or the balance of the purchase price if there is no resale shall be recoverable from the defaulting Purchaser as the case may be.
9. Upon full payment of the balance of the purchase price in accordance with Clause 7 above and the interest (if any) payable in respect of the extension of time granted thereunder, the Legal Owner shall execute or cause to be executed at the Purchaser’s cost and expenses (such as transfer fees, stamp duty and registration fees) a Transfer (K3) in favour of the Purchaser. Thereafter and upon the Purchaser’s payment of all such cost and expenses of the Transfer, the Legal Owner shall deliver to the Purchaser the duly executed Transfer and the Original Registration Card, if available.
10. The Purchaser expressly acknowledge that: -
  - (i) no warranty as to title, whether or not the legal owner has title to the vehicles, fitness for purpose that the vehicle is free from encumbrance and / or quiet possession.
  - (ii) no warranty is made that the vehicle will be registrable with the relevant authorities including but not limited to unauthorized joining, welding, modification, etc, rendering the vehicle not road-worthy.
  - (iii) no refund will be entertained in the event of non-registration, seizure, forfeiture of the vehicle and / or any other reasons whatsoever.
  - (iv) all implied warranties under the Sale of Goods Act are specifically negated and excluded.
11. The Purchaser shall presumed to admit until the contrary the identity of the vehicle purchased by him with that comprised in the muniments or notification offered by the Auction House.
12. The vehicle is believed and shall be taken to be correctly described and the Purchaser shall deemed to have full knowledge of the state and conditions of the vehicle that they intended to bid by viewing themselves (as per clause 15) and no error, mis-statement, mis-description or mis-representation shall annul the sale nor shall any compensation be allowed in respect thereof.
13. The Purchaser after the payment of the balance of the purchase price in full together with accrued interest thereon (if any) shall at his own cost and expenses take possession of the vehicle without obligation on the part of the Auction House, the Auctioneer or their respective servants or agents.
14. ***For the purpose of these conditions the time allowed by the conditions for the payment of the balance of the purchase money (namely 10 days) shall be deemed to be the essence of the contract***
15. The Purchaser is deemed to have made independent checking and verification as regards to particulars of vehicles with all relevant authorities to his satisfaction and no express representation as regards the accuracy of the particulars of the vehicle is made and the Auction House and the Auctioneer disclaims liability for representation made and excluded.
16. The vehicle is sold on an “as is where is” basis.
17. The Auction House shall be at liberty to postpone, call-off or adjourn the Public auction at any material time without having to provide any reasons or ground whatsoever.
18. As from the time of the sale, the vehicle shall be at the sole risk of the Purchaser as regards to loss or damage by fire or other accident or otherwise.
19. The hirer of the vehicle has been given notice of his / her right to bid at the auction.
20. In the event of any discrepancy, mis-statement or error appearing in the various translations therein the English version shall prevail (if any).