



FOCAL PARK SDN BHD'S TERMS AND CONDITIONS OF PUBLIC AUCTION SALES

1. The sale is conducted by **Focal Park Sdn. Bhd.** (358698-H) (hereinafter called “**the Auction House**”) as agent for the Seller of the vehicles (hereinafter referred to as “**the Legal Owner**” of the vehicles) listed in the Proclamation of Sale subject to the regulations implied or imposed upon or relating to or affecting the subject vehicle(s).
2. All Buyers or Bidders or the Public enter the Auction House’s premises entirely at their own risk. The Auction House has the right, exercisable at its complete discretion to refuse admission or attendance of any person(s) to the premises or bidding at the auction sale.
3. All Bidders must be registered on the **authorized bidder’s cards** supplied by the Auction House. All Bidders shall be bidding by producing the authorized bidder’s cards to **the Licensed Auctioneer** (hereinafter called “**the Auctioneer**”) appointed by the Auction House their Authorized Bidder’s Cards during the auction sale process, failing which they shall not be entitled to bid.
4. The highest approved bidder will be declared the actual **Buyer**, subject to reserve price, if any.
5. Buyer’s premium applies at most Focal Park Sdn. Bhd. and the rate is stated in the Buyer’s Catalogue.
6. If any dispute arises between two or more bidders, the lot in dispute may at the discretion of the Auctioneer, be put up again and re-auction, or the Auctioneer may decide the dispute, in which case his decision is final.
7. A right to bid on behalf of the Vendor is expressly reserved by the Auctioneer or the Auction House. The Auctioneer may, without giving reason, refuse to accept the bid of any person(s) and may decline the offer for any lot or withdraw any lot from sale.
8. The highest Bidder to whom any lot is knocked down authorizes the Auctioneer or the Auctioneer’s Clerk to sign a note or memorandum of the contract made pursuant to Section 4 of the Sale of Goods Act 1957. On the fall of the hammer, the person to whom the lot is knocked down must give his or her Buyer’s Number, forthwith pay the deposit equivalent to the sum specified in the buyer’s Catalogue, or the whole of purchase price if demanded by the Auctioneer or the Auction House. The deposit must be paid by means of **cash/bank draft** in favour of **Focal Park Sdn. Bhd.** The Buyer shall also pay to the Focal Park Sdn. Bhd. a **Buyer’s Premium of RM500.00**.
9. As all the lots were made available for previewing and inspection before Auction sale, no allowance or refund will be made, nor will any Buyer be permitted to reject any lot on the ground that it is not correctly described in the Buyer’s Catalogue. A Buyer accepts the goods with any faults there may have and the goods are at the Buyer’s risk from the fall of the hammer, after which the Auctioneer or the Auction House or the Legal Owner is free of all the responsibility for safe guarding the goods and is not liable for any loss or damage, even if that loss or damage is caused or contributed to by any act, neglect or default of the Auctioneer or the Auction House or its servants or agents.
10. The balance purchase price must be paid strictly in **CASH/BANK DRAFT/TELEGRAPHIC TRANSFER** in favour of **Focal Park Sdn. Bhd.** (or “**the Legal Owner**” where applicable) or Letter of Approval from the Finance Company or Bank for refinancing within seven (7) days after the date of public auction sale, which is also specified in the Buyer’s Catalogue.
11. After the completion of sale, collection of goods is allowed until 4.00 pm and from 9.00 am to 4.00 pm from the next working day as per the information provided in the Buyer’s Catalogue but only on production of Auction House’s official receipt and where full payment has been made.
12. If a Buyer fails to comply with Focal Park Sdn. Bhd.’s Terms and Conditions of public auction sale, any money in part payment for the vehicle is forfeited and public auction sale or private contract may

re-sell all un-cleared lots. The defaulting Buyer must pay the Auction House any deficiency, on resale, together with costs and charges of the resale.

13. All goods that have been paid in full must be removed at the Buyer's expense. If the Buyer fails to remove the goods by the time specified in the catalogue, the Buyer is liable to pay the Auction House for each week or part of the week during which the goods or part of them remain uncollected, a storage rate calculated in accordance with the current storage rate for goods of the same type charged by the Auction House or in any case specified in the Buyer's Catalogue.
All goods that are not removed may without prior notice to the Buyer, be resold by public auction sale or private sale or otherwise disposed of at the risk and expense of the defaulting Buyer, and the cost and charges of and incidental to that resale, together with storage charges payable by the defaulting Buyer may be deducted from the proceeds of the resale or other disposal and retained by the Auction House.
14. If any deficiency is found to exist between the quantities of goods described at the time of sale and that available for collection, the Buyer must take, and the Auction House is required to deliver, only the quantity actually available. Notwithstanding the above, the Buyer may take no claim whatsoever arising from any deficiency unless it is made before the goods are removed from the Auction House's premises.
15. If any date for payment of money or collection of goods under these Conditions falls on a Saturday, Sunday (Friday where applicable) or Public Holiday, that payment must be made, or collection be taken, on the following working day.
16. Appropriate Government Duties and Sales Tax will be added to the purchase price where applicable.
17. No warranty is given that any electrical appliance offered for sale complies with the safety requirements of National Electrical Board. The Buyer acknowledges that he or she is aware under the Malaysian legislation, the buyer is required to have the appliance examined and if necessary repaired by a registered electrical contractor before use or resale.
18. Time is the essence of the Buyer's obligations under these Conditions.
19. The Auctioneer or the Auction House is the sole arbiter in all cases of dispute.
20. Goods will only be released upon presentation of original invoice and official receipt of full payment.
21. Any request for the refund of monies paid by the Buyer shall only be allowed provided:-
 - (a) The Buyer furnished the 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 document for registration from the Legal Owner and further provided that the said claim for refund must be made with the Legal Owner not later than (30) days after receipt of confirmation of non-registration of ownership from the Jabatan Pengangkutan Jalanraya. The said refund by the Legal Owner shall be limited and not exceeding the amount paid and shall be free of interest and the Buyer shall have no claims against the Legal Owner and the Auction House.
 - (b) In the event that the transfer cannot be effected due to reasons attributed to the Legal Owner only. If the transfer cannot be effected due to traffic offences or summons not paid to the relevant authorities, the Legal Owner or the Auction House will not entertain nor be responsible for any refund.
22. All vehicles are **sold as seen** or "**as is where is**" basis. Statements made by Auction House in the auction documents or made orally from the rostrum or in writing elsewhere regarding the vehicles are merely the best data and facts that are available and are not to be relied upon as definite statements are recommended to do "vehicle search" at their own cost with the relevant authority to verify the said vehicle(s).

23. 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.
24. As from the time of the sale, the vehicle shall be at the sole risk of the Buyer as regards to loss or damaged by fire or other accident or otherwise.
25. The sale of Motor Vehicle in this Auction is subject to Section 18. (4) (a) of the Hire Purchase Acts 1967 (Act 212.) (If applicable) and that the right to bid on behalf the hirer is reserved whereby the Hirer or anyone person on his behalf may bid at the Auction.
26. The Auction House reserves the sole right to change or make addition or deletion to any terms and conditions.
27. In the event of any discrepancy, mis-statement or error appearing in the various translations herein the English version shall prevail.

SPECIAL TERMS AND CONDITIONS OF PUBLIC AUCTION SALES

A DEPOSIT OF RM1,000/- FOR THE MOTOR VEHICLES BELOW RM100,000/- OR 10% DEPOSIT FOR ABOVE RM100,000/- AND DEPOSIT OF RM5,000/- FOR MACHINERY TO BE PAID STRICTLY IN CASH, OR BANK DRAFT IMMEDIATELY ON THE FALL OF THE HAMMER BY THE AUCTIONEER.

THE BALANCE PURCHASE PRICE IS TO BE PAID STRICTLY BY **CASH/ BANK DRAFT/ TELEGRAPHIC TRANSFER** IN FAVOUR OF FOCAL PARK SDN. BHD. (OR THE LEGAL OWNER WHERE APPLICABLE) BEFORE THE COLLECTION OF ITEMS/GOODS.

During the sale, Buyers will be advised of the faults or defects in some of the goods offered for sale. This will be done where it is know of such faults but this does not mean that these goods have nothing else wrong with them or that the goods sold without any announcement being made does not require repairs. Nevertheless, all goods are offered for sale on an “**as is where is**” basis and at the Buyer’s risk. In this regard, attention is drawn to **clause 9** of the Conditions of Public Auction Sale specified above.

All Buyers of vehicles are advised to please take special note concerning registration: -

Some of the goods (vehicle or machinery’s) listed are registered in Malaysia and the registration has to be transferred to Buyers where applicable in accordance with the Road Transport Department Regulations. Registration transferred (vehicle’s or machinery’s) is the responsibility of the Buyers.

All imported vehicles (motor vehicles including commercial vehicles) listed are unregistered and are subjected to the requirement of the Customs Act 1967, the Road Transport Act 1987 (Act 333) and commercial vehicle licensing board before used on the public street.

The year shown in the Catalogue for each motor vehicle may be either the year in which the vehicle was manufactured or year of registration.

REMARKS: PLEASE READ CAREFULLY AND UNDERSTAND THE TERMS AND CONDITION OF THE PUBLIC AUCTION ABOVE BEFORE ANY BIDDINGS. THIS AGREEMENT IS MERELY A GUIDELINE AND REFERENCE ONLY. EVERY BANK HAS ITS OWN TERMS AND CONDITIONS TO BE ANNOUNCED DURING THE PUBLIC AUCTION. THANK YOU!