APPENDIX I: ADDENDUM TO CONTRACT OF SALE

FOR VEHICLES AND EQUIPMENT OF AFFIN BANK BHD / AFFIN ISLAMIC BANK BHD ("THE SELLER")

ATTENTION TO ALL BIDDERS
This Notice constitutes a formal addendum to the Terms and Conditions of the Contract of Sale ("Contract of Sale"). By participating in this auction, the bidder acknowledges and agrees to be bound by this Addendum. This Addendum forms part of and shall be read together with the Contract of Sale and supersedes any previous representations.

A. Auction Deposit (Applicable to Islamic Financing Assets Only)

1. **Nature of Deposit:** Prior to auction, the deposit is treated as *Hamish Jiddiyyah* (security deposit).
2. **Successful Bid:** Upon the fall of the hammer, the deposit becomes *Urbun* and forms part of the purchase price.
3. **Purchaser's Default:** If the purchaser fails to complete the purchase, the deposit shall be forfeited.
4. **Treatment of Forfeited Deposit:** Dealt with by the Seller in accordance with applicable Shariah requirements and Islamic financing facility terms.

Bidder's Declaration: Participation confirms that the bidder has read, understood, and agreed to these deposit terms and forfeiture rules.

B. Circumstances Where Refund May Be Considered
A refund of the auction deposit and the buyer's premium (if applicable) may be considered **only** if all the conditions below are satisfied:

1. **Trigger Event:**
   Vehicle fails **PUSPAKOM (VR1)** inspection due to:
   a) Full floorboard cut;
   b) Structural pillar cuts (total loss or major chassis reconstruction); OR
   c) Tampered chassis number.
   OR Ownership transfer is rejected by **JPJ** or **PDRM** due to a blacklist imposed by JPJ/PDRM.

2. **Pre-Conditions:**
   a) **In-Yard Inspection:** VR1 inspection **must** be conducted while the vehicle remains in the storeyard prior to release.
   b) **Written Submission:** Written refund requests with supporting documents (VR1 report, Contract of Sale) must be submitted to the Seller within **thirty (30) calendar days** from the auction date.

3. **Cost Responsibility:** Purchaser bears all inspection costs and arrangements.

C. Circumstances Where No Refund Shall Be Made
No refund shall be made in any of the following circumstances:
1. **Procedural Non-Compliance:**
   a) VR1 inspection was not conducted in-yard prior to release.
   b) Refund request submitted after thirty (30) calendar days from the auction date.

   a) **Post-Removal Claims:** Any defects identified after the vehicle removal from the storeyard.

2. **Non-Qualifying Outcomes / Defects:**
   a) *"LULUS BERSYARAT"* VR1 results.
   b) Defects such as non-structural pillar repairs, engine changes/tampering, ex-taxi status, or missing parts.
3. **Non-Qualifying Transfer Issues:** Traffic summonses or the death of the original hirer.

D. Refund Allocation & Limitations

a) **Approved Refunds:** The auction deposit is refunded by the Seller, and the buyer's premium is refunded by the Auctioneer.
b) **Excluded Claims:** No refunds for repair costs, towing, inspection fees, storage charges, or incidental expenses.

E. Ownership Transfer – Involuntary Transfer

a) Purchaser must complete ownership transfer within **three (3) months** from the auction date.
b) Must be executed via **involuntary transfer (double transfer)** at the purchaser's sole cost.
c) If voluntary transfer (single transfer) is attempted via third-party attestation, the Seller accepts no liability for rejection/delay.
d) The Seller will **not** provide fresh identity documents, signatures, or cooperation from the original hirer.

F. Disclaimer & Asset Condition

1. **“As-Is, Where-Is” Sale:** All vehicles and equipment are sold on an **"AS-IS WHERE-IS"** basis.
2. No Obligation to Disclose:
   a) Discrepancies regarding the engine number, chassis number, transmission system, or identification particulars.
   b) Issues regarding availability, completeness, or accuracy of ownership, registration, or identity documents.
   c) Existence of JPJ/PDRM blacklists, summons, or other legal impediments affecting registration/ownership transfer.
   d) Legal status of the hirer (e.g., deceased, bankrupt, wound-up, or under legal disability).
   e) Vehicle history, condition, mileage, roadworthiness, defects, missing parts, accessories, or documentation.
3. **Independent Due Diligence:** Bidders are deemed to have conducted their own independent due diligence prior to bidding. All purchases are made at the bidder’s own risk without recourse against the Seller or the Auctioneer.

ACKNOWLEDGEMENT BY 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 No.: ___________________________

Bidder No.: __________________________

Date: _______________________________

APPENDIX II (A): PRE-RELEASE PUSPAKOM (VR1) INSPECTION ELECTION FORM

TO: AFFIN BANK BHD / AFFIN ISLAMIC BANK BHD ("The Seller")

DATE: ______________________

STOREYARD LOCATION: _____________________

Asset Details:

Registration/Serial No.: ____________________________________

Description of Vehicle/Equipment: ______________________________

I/We, the successful bidder/purchaser, acknowledge that prior to the release of the vehicle/equipment, the Seller has informed me/us of the option to conduct a PUSPAKOM (VR1) inspection while the asset remains at the storeyard:

PUSPAKOM Inspection Option Election:

[ ] **I/We have EXERCISED this option**

[ ] **I/We have NOT EXERCISED this option**

(in each case at my/our own cost and initiative)

ACKNOWLEDGED AND CONFIRMED BY PURCHASER:

Signature: _______________________________________

Name: ____

NRIC No.: ____

Bidder No.: ______________________________________

Date: ____

ACKNOWLEDGEMENT RECEIPT OF VEHICLE / EQUIPMENT

(Sale by Auction / Tender)

TO: AFFIN BANK BHD / AFFIN ISLAMIC BANK BHD ("The Seller")

DATE OF COLLECTION: ________________

STOREYARD LOCATION: ___________________

Asset Details:

Registration/Serial No.: __________________________________

Description of Vehicle/Equipment: ____________________________

I/We acknowledge receipt and collection of the vehicle/equipment following full settlement of the purchase price. I/We further confirm and acknowledge:

> **Acceptance on "As Is Where Is" Basis:** The vehicle/equipment is accepted in its existing state and condition at the time of collection.
>
> **Post-Release Risk:** Upon collection and release from the storeyard, all risks pass entirely to me/us. The Bank shall **not** be liable for any defects, deficiencies, or issues discovered thereafter. Any entitlement to a refund (if applicable) is strictly subject to the Auction Terms and Conditions and bidder notices.

ACKNOWLEDGED AND CONFIRMED BY PURCHASER:

Signature: _____________________________________

Name: ____

NRIC No.: ______________________________________

Bidder No.: ____________________________________

Date: ____

SECTION 3: GENERAL CONDITIONS OF SALE (COS)

1. Parties & Authority

The sale of vehicles/equipment/machineries ("Lot") listed in the Proclamation of Sale ("Auction List") is conducted by **PRAISE MILLION SDN. BHD.** ("PMSB" or "Auctioneer") as agent for **AFFIN BANK BHD / AFFIN ISLAMIC BANK BHD** ("Seller") and subject to all applicable laws and regulations.

2. Participation

Bidders may participate as floor bidders (physical attendance) or online bidders via [https://praisemillion.com.my]. Bidding is governed by these Conditions of Sale, Addendums, and Vehicle Auction Terms & Conditions.

3. Eligibility & Registration

a) Bidders must register with PMSB prior to the auction commencement.
b) Bidders warrant that they are at least 18 years old, of sound mind, and not undischarged bankrupts.
c) Representatives bidding on behalf of individuals/corporate entities must hold valid authorization documents.
d) Foreign citizens/companies must secure the necessary consents prior to bidding.

4. Deposit

a) **Reserve Price < RM100,000:** RM1,000.00 deposit + RM600.00 Buyer's Premium.
b) **Reserve Price ≥ RM100,000:** RM5,000.00 deposit + RM600.00 Buyer's Premium.

Payments must be made via cash or bank draft payable to **PRAISE MILLION SDN. BHD.**

5. Bidding & Conduct of Sale

a) Bidders acting for a Principal must submit an original authorization letter (on corporate letterhead, if applicable).
b) The Auctioneer reserves the absolute right to regulate bidding, set opening bids/increments, or withdraw/halt sales.
c) Highest bidder accepted by the Auctioneer upon the fall of the hammer shall be declared Purchaser.
d) Upon winning, the deposit forms part payment of the Purchase Price, and the Purchaser must sign the Contract immediately. Refusal to sign results in immediate deposit forfeiture.

6. Disclaimer & Risk

a) Lots are sold strictly **"AS IS WHERE IS"**. Implied terms/warranties (roadworthiness, merchantability, registrability) under the Sale of Goods Act 1957 are expressly excluded.
b) Risk and responsibility for the Lot pass completely to the Purchaser upon the fall of the hammer.

7. Settlement & Storage Fees

a) Balance purchase price must be paid within **ten (10) calendar days** ("Settlement Period").
b) Storage charges of **RM30.00 per day** will be charged if the Lot is not collected within the Settlement Period.
c) Uncollected assets grant PMSB a continuing lien over the asset, including the rights to re-auction or dispose of the Lot.

8. Statutory Disclosures & Governing Law

a) **Taxes:** Purchaser is liable for all applicable Malaysian taxes/duties arising from the sale.
b) **Governing Law:** Governed by the laws of Malaysia and/or Sarawak. Unenforceable clauses shall be severed without invalidating the remaining terms.