

ORDER TERMS AND CONDITIONS

1. GENERAL

These Terms and Conditions (“**Terms**”) govern the sale and purchase of the Vehicle between CARSOME Certified Sdn Bhd (Company No: 202101006178) (“**CARSOME**”) and the Customer. The Customer is deemed to have accepted these Terms by executing the Vehicle Service Order (“**VSO**”).

2. DEFINITIONS

“**Agreement**” means the Vehicle Sale and Order (VSO), these Terms and Conditions, the Vehicle Booking Terms and Conditions at <<https://b2c-cdn.carsome.my/B2C/7dfc49b9-c5ff-4d3d-b514-623b21bf66bc.pdf>>, the checklist, the delivery order, and any other documents referenced therein that are relevant to the sale and purchase of the Vehicle between the Parties. All such documents shall be considered integral to this Agreement and shall be read and construed together.

“**Associated Fees**” means all fees related to the Vehicle, including but not limited to road tax fees, vehicle transfer fees, ownership endorsement fees, PUSPAKOM inspection fees, as well as any charges such as parking fees, toll charges, towing fees, storage fees, and refurbishment costs incurred by CARSOME for and on behalf of the Customer in relation to the Vehicle. The Buyer will receive an itemised breakdown of these fees prior to making the final payment;

“**Car Card**” means the original car registration certificate of the Vehicle;

“**CARSOME’s After-Sales Service Policy**” refers to the policy outlining the after-sales services provided by CARSOME, including but servicing, maintenance, and support for the Vehicle, which is available at <<https://www.carsome.my/car-service>>, <<https://www.carsome.my/car-service/authorised-service-center>> CARSOME’s after-sales services are exclusively available at designated centres and authorised service centres appointed by CARSOME. To maintain the vehicle warranty, Customers are required to make an advance booking for servicing and must have their vehicle serviced at a CARSOME Service Centre or an authorised service centre designated by CARSOME.

“**CARSOME’s Vehicle Refund Policy**” means the policy detailing the conditions and procedures under which a refund may be issued to the Customer in relation to the Vehicle, which is available at <<https://b2c-cdn.carsome.my/B2C/40ae100b-02b1-46a7-9d7f-878cae2908d0.pdf>>. Unless otherwise specified in the VSO or by CARSOME, the default terms for a refund (“**Default Refund Terms**”) are as follows: (a) The Customer must initiate the refund request within five (5) days from the Acceptance of Delivery; (b) The Vehicle must not have been driven more than three hundred (300) kilometres, as indicated by the odometer reading at the time of Acceptance of Delivery; (c) The Vehicle must be returned in its original condition, free from any damage or alterations, and with the same amount of fuel as at the time of Acceptance of Delivery; and (d) The Vehicle must be free from any summons, fines, penalties, or regulatory blacklisting. Upon meeting all the conditions of the Default Refund Terms, CARSOME will refund the Purchase Price to the Customer, subject to deductions for any applicable third-party fees, administrative charges, and costs incurred in restoring the Vehicle to its original condition.

“**CARSOME’s Vehicle Warranty Program**” means the program that outlines the warranty coverage provided for the Vehicle, including the terms and duration of the warranty, which is available at <https://c.carsome.my/wp-content/uploads/2023/11/CARSOME-Warranty-Booklet_Digital-Version.pdf>; Unless otherwise specified in the VSO or by CARSOME in writing, the default warranty for the Vehicles is as follows: (a) All vehicles sold by CARSOME are covered by the manufacturer/distributor's warranty, unless otherwise stated; and (b) For CERTIFIED Vehicles only, CARSOME provides an additional warranty covering the engine and transmission for twelve (12) months or 20,000 km, whichever comes first (“**Warranty**”). For the avoidance of doubt, the Warranty

excludes wear-and-tear items (e.g., tires, brakes), damage caused by misuse or neglect, and modifications or changes made by the Customer that deviate from the original specifications or condition of the Vehicle at the time of Acceptance of Delivery. Extended warranty options may be available upon request to CARSOME by the Customer ("**Extended Warranty Program**"), subject to qualifying vehicles and additional certifications, which may require inspection at designated centres determined by the warranty provider prior to activation. The terms and conditions of the Extended Warranty Program are governed by the policies of the extended warranty provider, and CARSOME shall not be liable for any issues arising under the Extended Warranty Program; To maintain the vehicle warranty, Customers are required to have their vehicle serviced at a CARSOME Service Centre or an authorised service centre designated by CARSOME.

"**CARSOME Warranties**" means all warranties provided by CARSOME to the Customer, as outlined in the VSO or Clause 4 below;

"**Customer**" means the party whose particulars and information are specified in the VSO;

"**Delivery Point**" means the location where the Vehicle is to be delivered, as specified in the VSO or agreed upon by the Parties in writing;

"**Documents**" means the registration card, E-batal, manual thumbprints document and any other document required for the transfer of the title and possession of the Vehicle;

"**Inspection**" means the inspection of the Vehicle conducted or to be conducted by the Customer, and if applicable including a test drive of the Vehicle;

"**Outward Delivery Order**" means the document to be executed by the Customer after the inspection and prior to the acceptance of the delivery of the Vehicle;

"**Parties**" means, collectively, CARSOME and the Customer;

"**Platform**" means the listing of the Vehicle at <<https://www.carsome.my/>>;

"**Purchase Price**" means the sale price of the Vehicle as specified in the VSO;

"**Puspakom Inspections**" means the required inspection conducted by Puspakom for the purpose of transferring the title and ownership of the Vehicle from CARSOME to the Customer;

"**Vehicle**" means the vehicle whose particulars are specified in the VSO;

"**Vehicle Service Order**" / "**VSO**" means the order document executed by the Customer for the purchase of the Vehicle, which outlines the details of the Vehicle such as the Purchase Price and any related terms and conditions;

"**Working Days**" means any day (excluding gazetted public holidays, Saturdays, and Sundays) when government offices and commercial banks are open for business in Selangor.

3. SALE AND PURCHASE OF VEHICLE

3.1 The Customer acknowledges having (a) reviewed the condition of the Vehicle and agrees to its condition as presented; and (b) the right to consult with a sales representative of CARSOME to further assess the Vehicle, including conducting any necessary Inspections, prior to signing the Vehicle Service Order (VSO) and the Agreement.

3.2 CARSOME hereby sells, and the Customer hereby purchases, the Vehicle at the Purchase Price and upon the terms and conditions set forth in the Agreement.

- 3.3 The Parties acknowledge and agree that the Purchase Price of the Vehicle and any Associated Fees are: (a) Offered by the Customer to CARSOME pursuant to the listing of the Vehicle on the Platform; (b) Offered by the Customer to CARSOME after the Inspection and review of CARSOME's Representations and Warranties; or (c) Agreed upon by the Parties on a willing buyer-willing seller basis.
- 3.4 All payments must be made exclusively to CARSOME, via the official bank account specified in the Vehicle Sale Order (VSO). Payments made to any other accounts will not be recognised, and CARSOME shall not be held liable for any issues arising from such payments. Payment must be completed within the agreed timeline to confirm the purchase. Failure to do so may result in the cancellation of the purchase. The Customer undertakes to provide CARSOME with payment advice for all payments made to CARSOME. For the avoidance of doubt, unless CARSOME's bank confirms the receipt of the payment from the Customer, the outstanding payment shall be deemed not to have been settled.
- 3.5 In exchange for the payment of the Purchase Price and Associated Fees to CARSOME in accordance with the VSO and the fulfilment of all the conditions precedent prior to the delivery, CARSOME shall, on a mutually agreed date ("**Date of Delivery**"), ensure that: (a) CARSOME delivers the Vehicle to the Customer to the Delivery Point, who receives and accepts possession of the Vehicle; (b) CARSOME delivers the Car Card (if applicable) to the Customer, who receives and accepts it; (c) CARSOME executes all necessary transfer documents and completes the required processes to transfer the ownership of the Vehicle to the Customer.
- 3.6 For the avoidance of doubt, CARSOME shall only be required to perform its obligations under Clause 3.5 when the Purchase Price and Associated Fees have been fully settled by the Customer.
- 3.7 In the event the Customer fails to settle the full payment for the Vehicle before or on the Payment Due Date ("**Outstanding Sum**"), CARSOME reserves the right to either terminate the Agreement or impose a Late Payment Charge at the rate of ten percent (10%) per annum, calculated on a daily basis, on the Outstanding Sum from the Payment Due Date until full settlement is made.
4. **DELIVERY AND POSSESSION**
- 4.1 Unless otherwise stated in the Agreement or mutually agreed with CARSOME, possession of the Vehicle shall be delivered by CARSOME to the Customer at the Delivery Point on the Date of Delivery. The Customer agrees that for specific locations, as advised by CARSOME, additional fees may apply for remote locations. These fees will be communicated in advance and must be paid by the Customer prior to the delivery of the Vehicle.
- 4.2 CARSOME reserves the right to revise the Date of Delivery by notifying the Customer in advance. CARSOME shall not be held liable for any delay in the delivery of the Vehicle.
- 4.3 The Parties agree that upon delivery of possession of the Vehicle, the Customer shall sign and execute an acknowledgment form in the format advised by CARSOME and shall be bound by the terms thereof ("**Acceptance of Delivery**").
- 4.4 The Customer acknowledges having (a) reviewed the condition of the Vehicle and agrees to its condition as presented and upon delivery; and (b) the right to consult with a sales representative of CARSOME to further assess the Vehicle, including conducting any necessary inspections, prior to accepting possession of the Vehicle.

- 4.5 In the event the Customer refuses or fails to accept the delivery of the Vehicle, CARSOME shall be entitled to charge the transportation costs (“**Transportation Costs**”) as stipulated in the Vehicle Service Order (VSO), daily storage fee of RM50.00 and any other costs related to the non-acceptance of the delivery. CARSOME reserves the right to store the Vehicle at its premises or at a third-party location until the completion of the delivery of the Vehicle.
- 4.6 The Parties acknowledge that the risk of damage to or loss of the Vehicle shall pass to the Customer upon the Acceptance of Delivery of the Vehicle.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Unless otherwise stated in this Terms, CARSOME hereby warrants and represents to the Customer that, as of the Date of Delivery: (a) The condition of the Vehicle is as described in the listing of the Vehicle on the Platform; (b) The Vehicle is free and clear of all liens, loans, and encumbrances; (c) CARSOME has the full power, right, and authority to enter into the Agreement, and the execution of the Agreement or the sale of the Vehicle does not and will not breach any provision or covenant with any third party; and (d) The Vehicle has successfully passed the required Puspakom Inspections. The above representations shall hereinafter be collectively referred to as the “**Representations and Warranties**”. Other than the Representations and Warranties, CARSOME excludes all implied terms under applicable laws to the extent permissible.
- 5.2 By signing the VSO or the Agreement, whichever occurs first, the Customer acknowledges that they have read, understood and accepted the terms of CARSOME’s Vehicle Warranty Program, CARSOME’s After Sales Service Policy, and CARSOME’s Vehicle Refund Policy.
- 5.3 The Customer undertakes and agrees to the following: (a) The Customer agrees to conduct a thorough inspection of the Vehicle at the time of delivery and thereafter, to ensure that the Vehicle meets their expectations and requirements; (b) The Customer acknowledges that the odometer reading of the Vehicle is an indicator of the Vehicle’s actual mileage and, to the best of CARSOME’s knowledge, the odometer has not been tampered with, rolled back, or disconnected while the Vehicle was in CARSOME’s possession; (c) The Customer shall immediately notify CARSOME in writing of any alleged discrepancies between the actual condition of the Vehicle and the details set out in the Listing or Outward Delivery Order within five (5) days from the Acceptance of Delivery (“**Discrepancies**”). The notification must clearly specify the nature of the Discrepancies and include supporting evidence or documentation. If the Customer fails to provide such notification within the specified period, the Customer will be deemed to have accepted the Vehicle in its current condition, including any Discrepancies; (d) The Customer agrees to resolve any dispute arising from the Discrepancies through amicable discussions with CARSOME. Should the matter remain unresolved through informal discussions, the Customer may pursue available remedies through the Tribunal for Consumer Claims or the appropriate judicial process. The Customer further undertakes not to resort to social media or any public forum to sensationalise or disparage the matter. Both Parties agree to address any concerns or complaints privately, in good faith, and in accordance with this Agreement; (e) The Customer acknowledges the importance of adhering to the recommended maintenance schedules and agrees to ensure that the Vehicle undergoes all necessary maintenance in accordance with the Vehicle’s requirements or as advised by CARSOME; (f) The Customer is aware of and agrees to comply with CARSOME’s After-Sales Service Policies, which may include regular servicing, warranty claims, and any other support provided for the Vehicle. The Customer agrees to follow the prescribed procedures for accessing after-sales services; (g) The Customer confirms they have been made aware of CARSOME’s Vehicle Refund Policy, which may apply in the event of specific issues with the Vehicle. The Customer understands the conditions under which refunds, returns, or other remedies may be available and agrees to follow the prescribed process for initiating any such claims.

- 5.4 In the event that Discrepancies are identified and CARSOME agrees to compensate the Customer for such Discrepancies, such compensation shall be subject to the following conditions: (a) CARSOME does not admit any liability for the Discrepancies; and (b) The Parties shall execute a full and final settlement agreement in relation to this Agreement, wherein CARSOME shall not be liable for any further claims or issues relating to the Vehicle thereafter.

6. TERMINATION AND REMEDIES

- 6.1 The Customer may terminate this Agreement in accordance with the terms of CARSOME's Vehicle Refund Policy, or if: (a) Any of the Warranties and Representations made by CARSOME are found to be untrue, false, or inaccurate before the Acceptance of the Delivery of the Vehicle or within (5) days from the Acceptance of Delivery; or (b) CARSOME commits, or allows any material breach of its obligations under this Agreement, and if such breach is remediable, fails to remedy the breach within thirty (30) Working Days after receiving written notice from the Customer requiring such remedy. In the event of termination under this clause and subject to Clause 6.3 below, CARSOME shall refund the Purchase Price received by CARSOME to the Customer, less any deductions CARSOME is entitled to under the terms of the Agreement, including expenses incurred by CARSOME in repossessing and re-transferring the ownership of the Vehicle from the Customer to CARSOME.
- 6.2 In the event the Customer breaches or fails to comply with any term(s) of this Agreement, CARSOME reserves the right to: (a) Terminate the Agreement immediately; and (b) Forfeit and/or deduct all payments received by CARSOME in relation to the Vehicle up to the date of termination. In addition to the above remedies, and notwithstanding any contrary provision in this Agreement, CARSOME may impose a penalty of ten percent (10%) of the Purchase Price as liquidated damages, payable by the Customer upon demand.
- 6.3 Notwithstanding anything to the contrary and without prejudice to CARSOME's rights under applicable law, in the event of termination under Clauses 6.1 and 6.2, the Customer agrees to promptly: (a) Return possession of the Vehicle to CARSOME; (b) Transfer ownership of the Vehicle to CARSOME; and (c) Return all documents, accessories, and any other items related to the Vehicle. In the event the ownership of the Vehicle cannot be re-transferred to CARSOME, the Customer undertakes to execute a bond or other relevant instrument to disclaim ownership and agrees to re-transfer ownership to CARSOME as required.

7. INDEMNITY

- 7.1 The Customer agrees to indemnify and keep CARSOME fully indemnified at all times, both prior to and after the sale, delivery, and transfer of ownership of the Vehicle to the Customer (or *vice versa*, if applicable), for all demands, claims, liabilities, fines, losses, damages, costs, and expenses that may arise from or in connection with any act, default, delay, omission, or non-performance by the Customer in relation to the Vehicle under this Agreement. This indemnity shall be binding on the Customer's successors, representatives, and assigns and shall remain in effect as a continuing indemnity until all claims by CARSOME under this indemnity have been fully satisfied. In the event the Customer fails to settle any payment due to CARSOME, CARSOME reserves the right to impose Late Payment Charges on the outstanding amount at a rate of eighteen percent (18%) per annum, calculated on a daily basis, until the full settlement of the outstanding amount.
- 7.2 Notwithstanding any provision to the contrary, and to the extent permitted by law, CARSOME's total liability under this Agreement (whether arising under contract, tort, equity, statute, or otherwise) for any loss, damage, or expense arising out of or in connection with its performance of this Agreement shall be limited to one percent (1%) of the total Purchase Price received by CARSOME under this Agreement. In no event shall CARSOME be liable for any

loss (whether direct or indirect) of profits, opportunities, revenue, goodwill, use, production, contracts, anticipated savings, or for any special, incidental, consequential, punitive, or indirect losses or damages.

8. MISCELLANEOUS

- 8.1 Any notice, demand, or request to be given under this Agreement shall be in writing and shall be deemed sufficiently given if served or sent by: (a) Hand delivery or registered post, addressed to the recipient at the address specified herein or such other address as may be notified by the recipient for such purpose; or (b) Electronic mail, addressed to the recipient at the electronic address specified herein or such other address as may be notified by the recipient for such purpose. Notices delivered by hand or email shall be deemed received at the time of delivery, and notices sent by post shall be deemed received within two (2) days from the date of posting, regardless of whether the notice is subsequently returned by the postal service to CARSOME.
- 8.2 In the event any provision of this Agreement is found to be illegal, invalid, or unenforceable in whole or in part, the remaining provisions of the Agreement shall remain valid and enforceable. The unenforceable provision shall be modified to the extent necessary to make it enforceable while reflecting the intent of the original provision.
- 8.3 The Parties acknowledge that the terms and existence of this Agreement are confidential. The Customer agrees to maintain the confidentiality of all such information and shall not disclose any confidential information to third parties without prior written consent from CARSOME, unless required by law.
- 8.4 The Customer confirms that they have read and understood CARSOME's Privacy Notice, available at <https://www.carsome.my/privacy_policy>, the Platform or as advised by CARSOME, and irrevocably grants consent to CARSOME to obtain and disclose the Customer's credit information, which may include personal data, to relevant third parties for the purpose of assessing the Customer's creditworthiness, collecting any payments due, fulfilling CARSOME's obligations under these Terms, enforcing CARSOME's rights, and/or as required by applicable law. The Customer further agrees that CARSOME may transfer their data to its affiliates for marketing and data analysis purposes.
- 8.5 The Customer acknowledges that CARSOME shall not be liable for any failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control, including, but not limited to, acts of God, strikes, equipment or transmission failures, government actions, or any other force majeure event. In such cases, CARSOME shall be excused from liability for any damages resulting from such failure to perform.
- 8.6 Time shall be of the essence in the performance of all obligations under this Agreement.
- 8.7 Unless otherwise agreed by CARSOME, this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, agreements, and commitments, whether written or oral.
- 8.8 Notwithstanding anything to the contrary, the Customer agrees to bear all costs, fees, stamp duty, and other incidental expenses arising in relation to this Agreement.
- 8.9 No failure or delay by CARSOME in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude further exercise of that or any other right.

- 8.10 CARSOME reserves the right to amend the terms of this Agreement from time to time. Any amendments shall take effect after providing the Customer with three (3) days' written notice of such changes.
- 8.11 Customer agrees that CARSOME may assign, transfer, novate and can otherwise deal in any manner with all or any part of its rights, remedies, power, duties and obligations in relation to the Agreement to any person without Customer's consent. The Agreement shall be binding upon and enure for the benefit of Parties successors in title.
- 8.12 This Agreement shall be governed by and construed in accordance with the laws of Malaysia. The Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia for the resolution of any disputes arising from or in connection with this Agreement.

CONFIDENTIAL