

DAIA Auction Group Sdn. Bhd.
Terms and Conditions

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Part 1 General Rules

These terms and conditions shall govern all members and all personnel involved in DAG auction from the beginning till the end of the auction.

Please make sure that you have read, understood and accepted all the terms and conditions below before attending any event in DAIA Auction Group Sdn. Bhd. DAIA Auction Group Sdn. Bhd. will not be responsible for any loss incurred due to not reading and fully understand this terms and conditions.

DAIA Auction Group Sdn. Bhd. reserves the right of interpretation of this terms and conditions. DAIA Auction Group Sdn. Bhd. reserves the right to change these terms and conditions at any time without prior notice to members' or public. However they would get notification of major changes. It is the responsibility of members to check the terms and conditions each time before participating in any auction or tender as Sellers or Buyers.

For more information, please do not be hesitated to approach DAG personnel.

1.1 Interpretation of Terms Used

Some terms used in this terms and conditions need to be interpreted are as follows:

- 1.1.1 "DAG" means DAIA Auction Group Sendirian Berhad.;
- 1.1.2 "Member" means the person who registers with DAG and is eligible for auction or tender activity participation.
- 1.1.3 "Bidder" means the Member who is registered with DAG in an auction and has made or purported to make a bid.
- 1.1.4 "Buyer" (highest bidder) means the bidder who offers the highest price for the Lot in the auction;
- 1.1.5 "Seller" means the member who authorizes DAG to sell his/her item(s) in DAG's auction; unless inconsistent with the context or otherwise specified, seller including seller's authorized representative;
- 1.1.6 "Tender" means an offer to purchase a Lot at a specified price in a Tender Auction;
- 1.1.7 "Tenderer" means the Bidder registered with DAG in a tender who has made or purported to make a Tender.
- 1.1.8 "Lot" means the item(s) open for sale in DAG auction with authorization by Seller, and be given identified code in the catalogue;
- 1.1.9 "EV" means exhibitory vote, which is a form containing information and details of the Lot/Lot;
- 1.1.10 "Reserve price" is placed on Lots. A reserve price is the amount the Seller would like to achieve for the Lot.
- 1.1.11 "PUSPAKOM" stands for Pusat Pemeriksaan Kenderaan Berkomputer Sendirian Berhad, which is a third party computerized Lot inspection company.
- 1.1.12 "Sales Contract" means the contract between Seller and DAG;
- 1.1.13 "Purchase Contract" means the contract between Buyer and DAG.
- 1.1.14 "Ringgit" or "RM" means the legal currency of Malaysia;

1.2 Auction Venue

- 1.2.1 Auction will be held in the Auction room **in the second floor of Wisma N.B.**, Lot 5524, Jalan Sherip Masahor, Kuching 93350, Sarawak.
- 1.2.2 Members and public shall be notified beforehand via newspaper **or on DAG's website: www.daiaonline.net** when new auction location is added, changed or withdrew.

1.3 Auction Time

- 1.3.1 Auction will be held on Saturday (10.30am) , and it would be held once or twice every month.
- 1.3.2 Members and public shall be notified beforehand via newspaper **or on DAG's website: www.daiaonline.net** when new auction date is added, changed or ended.

1.4 Exhibitory Lots

- 1.4.1 All Lots shown in exhibition has already gone through inspection by DAG. The Lot's interior, exterior, accessories, electrical component, under carriage should be clean. The Lot shall be checked again whether the detailing process meets the requirement. All Lots are listed and sold on the auction on the "**AS IS WHERE IS**" basis. The Lot would be offered for sale (with all faults, if any) as in the same condition as in the exhibition and without warranties. No more changes shall be made on the Lot. All Lots sold are at buyer's own risk.
- 1.4.2 All Lots that would be participating in the coming auction are presentable before the exhibition day. All Lots have gone through inspection, detailing, photo taking and other document preparation. DAG makes catalogue and EV based on these information. Members will be notified and given catalogue before the auction to **inspect** the Lot(s) they are interested. Catalogue can be obtained through email, **DAG's website** or DAG's counter. Members and public will be notified beforehand when new auction Lot is added, changed or ended.
- 1.4.3 All Lots would be allocated a special non repeatable Lot number. The Lot number (not car plate number **or any pre-identified number on the items**) would identify the Lot and will appear on the catalogue and EV. Only basic information of the Lot in the EV shall be accessible for public.
- 1.4.4 Catalogue descriptions are not guaranteed. To the maximum extend permitted in law, all the contents and descriptions given in any catalogue, advertisement, EV report or other materials issued by DAG in relation to the Lot may not exactly reflect the conditions of the Lot. Absence of deficiencies in the **Lot** description does not mean the Lot may not have deficiencies. Bidders are responsible to thoroughly inspect before bidding and to satisfy themselves of such matters as year, make, model, condition and other information covered in the catalogue. Please consult DAG's personnel if help is required. No claim will be considered for allowance or adjustment or for rescission of the sale based upon failure of the **Lot** to correspond with the standard expected.
- 1.4.5 DAG makes no representations or warranties of any kind regarding the auction catalogue listing, EV descriptions and auction **Lot**, and disclaims all representations and warranties of any kind, express or implied, with respect to the auction catalogue listings, EV descriptions and auction **Lot**, including but not limited to implied warranties for a particular purpose, title, condition, quality or merchantability.
 - 1.4.5.1 Without in any way limiting the foregoing, any description of a Lot described as including air bags or anti-lock braking system (ABS) does not indicate any warranty or reassurance that such air bags or ABS are fitted, complete, functioning or fit of the purpose for which they were designed.

1.5 Truck and Machinery Auctions

- 1.5.1 In addition to the provision of Clause 1.4 (Exhibitory Lots) of these conditions, DAG does not warrant of any kind, express or implied, with respect to any electrical or mechanical appliance, plant and/or equipment comply with the requirements of any Federal or State Workplace Health and Safety Acts and Regulations.
- 1.5.2 Where practical to do so and where the appliance, plant or equipment may be used in a workplace as defined under any Workplace Health and Safety Act, DAG has requested the Sellers to display a statement with

various appliances, plant and equipment to indicate their present condition. Sellers have also been requested to supply documents (certification, operation manual, etc) which may exist for the particular appliance plant or piece of equipment.

- 1.5.3 Buyers shall be responsible to ensure that the appliance plant or equipment complies with the requirement of Workplace Health and Safety Acts before put it into the workplace or domestic use.

1.6 Damaged Lot or Non-mobile Lots

- 1.6.1 Damaged Lot and its defects shall be stated in the exhibitory vote. According to Seller's will, damaged Lot may be designated into absolute auction, whereby No Reserve Price is set.

- 1.6.2 Damaged Lot includes:

Flood damage car, fire damage car, joined car, odometer being adjusted car, accident car and modified car.

1.6.2.1 DAG only accepts modified cars that meet government law requirements. Modified cars that have tinted windows, low skirt, big exhaust pipe, modified car plate numbers and other illegal materials are NOT accepted for auction. Sellers need to have these things removed before proceeding to auction. Else they would not be entertained. DAG would provide removal service, or Sellers can remove it from other mechanic shop.

- 1.6.3 DAG shall NOT accept stolen car, legal actions would be taken against car stealers or sellers of stolen car.

- 1.6.4 Not all damaged Lot are in bad condition. Some damaged Lots have received good quality repairs or proven road worthiness by third party inspectors (e.g. PUSPAKOM). These details would also be included in the Exhibitory Vote.

1.6.4.1 For Lot under damaged Lot category, they are recommended to get third party re-inspection to give Bidders more confidence. Please refer to Clause 3.5 (Third Party Inspection)

- 1.6.5 Lot's details are shown in Exhibitory Vote. It is Bidder's responsibility to inspect the exhibit lots and refer DAG's personal for queries. DAG recommends Bidder to inspect the Lot physically before bid and do not rely on the description on EV to make the decision. Please refer Clause 1.4 (Exhibitory Lots) for details.

1.7 Inspection/Exhibition Guideline

- 1.7.1 Lots are open for public inspection the day prior to the auction day (Friday, 9am to 5pm) and on the auction day (Saturday, 830am to 1030am). Due to space confinement, some Lots may not be displayed. Pictures shall be shown instead. Please approach DAG personnel for information about the Lots that are not being displayed.

- 1.7.2 Lots are stored in DAG exhibition area. The auction room, office and inspection area would not be open for exhibition.

- 1.7.3 Promotions/Sales Forbidden:

1.7.3.1 Sellers are allowed to attend this event but they must not do anything to promote their own Lot. Any attempt to do would be considered a breach of Sales Contract and would be result in blacklisted or membership termination.

1.7.3.2 if any person promote his/her Lot or do other business activities in DAG's premise without DAG's written permission will be request by security guard to leave the premise immediately.

- 1.7.4 Prior auction day inspection allows Members to bring along guests. Pets are strictly not allowed within DAG's premise.

- 1.7.5 Members are allowed to take pictures or videos of the Lots. Members are free to inspect and look at the exhibitory Lots. For further inspection of Lot interior, boots, and engines or to look at the EV or road test report, please consult DAG customer service officer who would be available to provide assistance.

- 1.7.5.1 Members are allowed to sit inside the Lot, adjust seats, test alarm and locking system, and adjust windows. Members are allowed to start Lot's engine and open the bonnet to see the engine's conditions. No test drive is allowed.
- 1.7.5.2 A road test report which shows the road worthiness of the Lot, would be shown (if available), A Road Test Report (where provided and excluding Truck & Machinery Auctions and Damaged Lot Auctions), are prepared as a result of a brief road test undertaken prior to exhibition, and are intended as a guide only. The report covers no items capable of visual inspection. Lots sold with a Road Test Report are still sold subject to Clause 1.4 (Exhibitory Lots) of the Standard Terms and Conditions of Sale, which refers to Lot being sold with all faults (if any).

1.8 Admission to DAG Premises

- 1.8.1 DAG shall have the right, at its discretion, to refuse admission to its premises or attendance at its auctions by any person. Security guards shall be placed at the entrance to keep off unauthorized guest.
- 1.8.2 Every person on the DAG' premises before, during or after the auction shall be deemed to be there at his/her own risk and with notice of the condition of the premises and their contents.
- 1.8.3 Members should bring their IC/passport to swipe and verify their identity during the auction day. Else they are not allowed to bid. The system will check again Bidders' eligibility. If Bidders are not eligible (declared bankrupt, etc), they are not allowed to bid. Members are required to leave their IC/ passport at the counter. After the deposit payment, they shall be given a bidding device. The IC/passport shall be return to members upon returning the bidding device after the auction.
- 1.8.4 Members are allowed to take-in other person to come along as visitor. Visitors are required to put on the Visitor's tag. Visitors are also required to abide the ethical behaviors in auction room. The hall in auction room permits free seating for Bidders while Sellers are seated in Sellers' Room.
 - 1.8.4.1 Information of visitor shall be recorded or photocopied for DAG's reference.
 - 1.8.4.2 Visitors are required to leave their IC/passport on the registration counter before they enter the auction room.
 - 1.8.4.3 Visitors are required to return the visitor's tag upon leaving, whereby their IC/passport would be returned to them.
- 1.8.5 Members are still eligible to enter the auction room and bid if they come late. Sellers shall be contacted by DAG personnel if they did not turn up. Members who come late are requested to walk in silently as not to disturb the process.
- 1.8.6 Members are not allowed to bring any cameras or video recorders into the auction room. Members are not allowed to use any devices that capable of recording (such as mobile phone with camera function) in the auction room.
 - 1.8.6.1 Members should kindly surrender these at the counter for safe keeping and to be collected after the auction. Alternatively members could keep the items in their own bags and promise not to use it.
 - 1.8.6.2 For members caught taking photos or videos using the mentioned items or mobile phones with cameras, security guards have the authority to keep them until the end of auction. DAG would not be responsible for any loss or damages.
- 1.8.7 Pets are strictly prohibited within DAG premises.

Part 2 Members

2.1 Member's Application/Registration

- 2.1.1 Membership application/registration is free of charge. Applicant whose application is approved by DAG will be registered as Member.
 - 2.1.1.1 Membership Application Form can be obtained from DAG counter or request to send via email or fax or download from DAG's website: www.daiaonline.net
 - 2.1.1.2 Application form needs to be completed and send to DAG via mail or in person (DAG also accept photocopied version as long as it is recognizable). DAG shall provide assistance in filling the form if requested.
 - 2.1.1.3 Applicant should complete the required field in the form and provide valid information. Invalid information or incomplete form would not be entertained.
 - 2.1.1.4 Upon application, DAG has the right to check into members' bank account and background for security purpose. DAG may accept or reject an application in its absolute discretion.
 - 2.1.1.5 DAG shall contact the applicant (s) incase of being rejected.
 - 2.1.1.6 Once the application is approved, applicant will be registered as Member and can participate in DAG auction.

2.2 Members' Qualification

Member's minimum requirement:

- (a) 18 years of age or older
- (b) has a valid driving license
- (c) has a valid Malaysian NRIC (National Resident Identity Card) or passport (foreigner)

2.3 Members' Types

- 2.3.1 There are two types of members, which is the Seller or Buyer. Seller or Buyer is divided into Individual (natural person) and Company Representative.
- 2.3.2 Sellers are members that authorize DAG to sell their Lot in auction or tender on behalf of them.
- 2.3.3 Buyers are members that purchase the Lot from DAG's auction or tender.
- 2.3.4 Individual Member represent himself/herself or on behalf of other person with authorization.
- 2.3.5 Company Representative sell or bid on behalf of the company:
 - 2.3.5.1 Company Representative can be:
 - (a) employer of the company;
 - (b) employee of the company;
 - (c) and/or someone acts on behalf of the company with authorization.
 - 2.3.5.2 Each company representative can only represent one company. Company representative registered as the Bidder/Seller must represent his/her company to bid/sell the Lot(s). Company representatives

should not bid/sell for individual purpose. If so, they must make their own arrangement with their company beforehand or participate in next auction as individual Bidder/Seller.

- 2.3.5.3 A company could have no more than two (2) representatives to attend the auction. The company's employer can attend the auction with one of the company's staff as representative, or send two company staff as representatives to attend. One company is only entitled one bidding device.
- 2.3.5.4 The company must inform DAG beforehand for changes of company representative. A Company Representative Changes Form (CRCF) would need to be filled. DAG has the right to reject company representative that is not found in the database from attending the auction.
- 2.3.5.5 Company Representatives that represent car dealer, finance company or other companies should provide company seal, trade license, business registration license, bank statement, shareholding form, responsible person IC/passport and filled form with signature.
- 2.3.6 The Member can register in an auction as Seller or Bidder. Alternatively, the Member can register in an auction as Seller and Bidder at the same auction.
 - 2.3.6.1 If the Member registers in an auction as Seller and Bidder, he/she can only bid for other Sellers' Lot(s) and cannot bid nor authorize other Bidder to bid for his/her Lot(s). This Member would be given a bidding device and be seated in the Sellers' room. This Member is not allowed to interact with other Members. The Member who breaches this Clause would be responsible for any legal actions and the loss DAG suffered due to this.
 - 2.3.6.2 Members must clearly state their roles before registration. Whether a Member signs up as the Bidder or the Seller or both, they must also state whether they are individual or company representative. Members are not allowed to change their roles after registration until the next auction.

2.4 Membership Renewal

- 2.4.1 The Membership period begins from the day applicant's registration with DAG.
- 2.4.2 The membership period is valid for 1 year only. Membership renewal is free of charge. DAG shall contact Members to remind them to renew their membership. Membership is not automatically renewed upon expiry, thus Members need to renew it prior to expiry date; otherwise their membership will be terminated.
- 2.4.3 Members are required to inform DAG personnel to update their information. This can be done through email, telephone or face to face. Members are required to tell or show DAG personnel their members ID and IC/passport number as authentication to update information.
- 2.4.4 Members must provide a recent passport size photo for membership renewal. DAG would check into Members' bank account and background again. If found that Members does not reach the requirements as before, they are not allowed to renew their membership. Therefore their membership would be terminated. DAG holds the final decision to Members' qualification.
- 2.4.5 Members shall receive confirmation from DAG after three (3) working days. DAG shall contact with Members via telephone or fax. Members shall be informed of the reason incase of non-qualification for renewal.

2.5 Membership Termination

- 2.5.1 Among the causes of membership termination are as below:
 - 2.5.1.1 Membership term expired:
Membership will be terminated automatically upon expiry date without renewal;
This kind of Member can apply to be Member again, with the procedure same as Clauses 2.1 (Members' Application/Registration);
 - 2.5.1.2 Members be decided as unqualified by DAG upon membership renewal;

- 2.5.1.3 Members declared bankrupt;
- 2.5.1.4 Unethical behaviors while in auction rooms.
DAG shall warn Members verbally and issue a warning letter to them. They would be blacklisted. If problems persist, their membership would be terminated.
- 2.5.1.5 Sellers doing private dealing with Bidders/Buyers:
Sellers would be charged penalty fees and blacklisted, Bidders/Buyers would be given warning; If problems persist, their membership would be terminated.
- 2.5.1.6 Members causing damage to DAG's properties, and/or do not return the bidding device:
Members shall be responsible for lost DAG suffers. They would be blacklisted. Their membership would be terminated if the problem is serious.
- 2.5.1.7 Members engaging in a fight or dispute with staffs or other members;
- 2.5.1.8 Members providing fake information or document.
- 2.5.1.9 Members using DAG's information for other commercial purposes.
- 2.5.1.10 Members breach these terms and conditions (other than mentioned above).

For Clauses 2.7.1.7-10, Members would be blacklisted. If problems persist, their membership would be terminated. Legal actions may be taken against them.

- 2.5.2 DAG Management has the right of final decision of membership termination. All cases would be examined in details and members would be given a valid reason of the termination. Members shall be contacted through phone or fax.
- 2.5.3 Depending on the level of seriousness, different approach would be taken to solve the issues. Members may be barred for 1 year or lifetime. Penalty fees may be charged towards members. Legal actions may be taken against them. DAG has qualified legal advising from S. K. Ling & Co. Advocates **and?**
- 2.5.4 DAG shall keep a record of blacklisted/terminated Members for future reference and prevention.
- 2.5.5 Please refer to the appendix for penalties fees amount and method.
- 2.5.6 Member with membership suspended and or terminated from the date of announcement will no longer be eligible for any membership grants. DAG reserves the rights to take any legal actions.

2.6 Ethical Behaviors

Members' are required to behave ethically in auction room. DAG shall take action against members that behave unethically. (Please refer to Clause 2.5 (Membership Termination)) Among the desired ethics are as below:

- 2.6.1 Keeping the premises clean. No littering.
- 2.6.2 Keeping minimum voice or conversation during the auction process.
- 2.6.3 Keeping the properties and facilities in good condition.
- 2.6.4 Putting the mobile phone on silent mode in auction room.
- 2.6.5 Having mobile phone conversation outside the auction room.
- 2.6.6 No smoking inside the auction room and building.
- 2.6.7 No food or drink is consumed in auction room.

- 2.6.8 No shouting or fighting among members' or towards staff.
- 2.6.9 No photo taking or video shooting.
- 2.6.10 No banging on tables, tapping on tables or making irritating sound

Part 3 Seller

3.1 Free Soft Evaluation

- 3.1.1 Persons who want to sell their Lot via auction should deliver the Lot to DAG (excluding inspection and auction days) for a free Lot evaluation. Sellers shall arrange their own transportation and pay for the cost of delivery. A brief inspection would be done and a price would be recommended. The price is for reference only and without any legal effect.
- 3.1.2 If the Lot contain defective component, DAG would recommend the person to repair in order to increase the value of the Lot. The decision is up to the person. Therefore the person has the right to make decision.
- 3.1.3 After the evaluation is done, the person would have the options to proceed or discontinue. No fees or penalty shall be charged at this stage. If the person chooses to continue, he/she would proceed to register as Member of DAG. Please refer Part 2 (Members) for details.
- 3.1.4 If the Lot is found to be blacklisted by JPJ (Land Transport Ministry) or PDRM (Royal Malaysia Polis), DAG would advice the Seller to fully settle the case in responsibility beforehand or after success bid with buyer accept or after auction negotiation arrangement.

3.2 Registration

- 3.2.1 Members who want to sell their Lot through DAG auction must register with DAG as Seller.
- 3.2.2 The specified time would be needed to check on Sellers' background and documentation, do registration, Lot detailing and inspection, make report and do other preparation. Therefore Seller must drive in their car and submit proper documentation at least three (3) working days before the auction day. Otherwise Sellers would not make it in time to sell their Lot in the upcoming auction. Sellers would need to put it in the next auction.
- 3.2.3 Documents need to submit upon registration for sell:
 - 3.2.3.1 The Seller should represent all effective proof documents of all items in terms of rights of ownership and power of attorney:
 - (a) Registration documents of items
 - (b) Driving License
 - (c) Invoice as proof of purchase (whilst item(s) not under the Seller's name)
 - (d) Power of attorney (where Seller act on behalf of the owner of item(s))
 - 3.2.3.2 Sellers should show the proof of correct address and contact with: driving license, bank statement, and phone bill or pictures.
 - 3.2.3.3 If the Lot belongs to a company, company name and responsible person must be stated. Company trade license and relevant support documents such as Form 9, 24, 49 would need to be provided as well.
- 3.2.4 Sellers should provide full guarantee on any items listed in DAG auction:

- 3.2.4.1 they retain the ownership or power of attorney without to neither infringe on rights of third parties including copyright/intellectual properties rights nor disobey the legal act;
 - 3.2.4.2 they would provide a full detail about the origin of item and defect of item without hidden or fault;
 - 3.2.4.3 they will be responsible for all the charges, expenses and losses due to prosecution by third parties to DAG or its benefit Buyer.
 - 3.2.4.4 Sellers shall not be entertained further upon failure to show ownership, identity or if proven to use fake information. Legal actions shall be taken against them.
 - 3.2.4.5 Sellers must make provide certification document that the Lot is not blacklisted by JPJ or Police. Sellers shall bear the responsibility if Lot is discovered to be so.
 - 3.2.4.6 Sellers with financial difficulties or under loan Lots are still eligible to sell their Lot provided with proper documentations and authorized finance letter. The documents must clearly state the amount of loan paid, and the remaining balance.
- 3.2.5 Sellers are required to complete a Sales Contract to authorize the sale of the Lot. By signing this sales contract, Sellers are bound by the terms and conditions stated in it. Sellers that breached the above terms and conditions would be responsible for the legal responsibilities. The form would include details such as Seller's full name, birth date, gender, NRIC number, contact number, address, Lot model and plate number, affiliate bank, occupation, company name, administration fees, reserve price, and other information.
- 3.2.5.1 Sellers are required to fill in the 1st Reserve Price (compulsory) and 2nd Reserve Price (optional and only valid from second auction if the first auction bidding unsuccessful). Pricing advice would be provided to Sellers. The final Reserve Price would still be determined by sellers. Therefore, DAG would not object or held responsible if sellers insist to set the price beyond market value. **DAG WOULD NOT sell the Lot below the reserve price, unless given permission by sellers.**
 - 3.2.5.2 If Sellers are not sure what reserved price to set, DAG staff shall help Sellers to set the price but will obtain Sellers approval before the Sales Contract is signed.
 - 3.2.5.3 The Lots shall be sold by through DAG's auction. If the not is not sold in auction, the Lot shall be sold through tender methods.

Outstation Lot

Sellers are allowed to sell their Lot through DAG's auction if their Lot is at outstation. Sellers would need to provide the Lot's detailed description, related documents and pictures to DAG at least 3 days before the auction. Sellers shall also need to fill the Sales Contract and cannot withdraw the Lot within the agreed auction period.

Sellers are encourage to take a video of the Lot in working condition to DAG in which it would be shown to Buyers to give them more confidence.

If the Lot is sold, Sellers are required to pay the transportation charges of the delivery to Buyer's destination. Sellers shall allow customer access to inspect the Lot in their premises. Sellers shall also allow customer to start the engine.

If there's an agreement of sales between the Sellers and the Buyers before or after the auction date, Sellers must inform DAG. Else, Sellers shall be blacklisted.

3.3 Detailed Lot Inspection

- 3.3.1 DAG will do detailed inspection on Lot after Member register as Seller. Sellers shall hand in the Lot key (if any) to DAG before the detailing and inspection begin. The Lot would be remained in DAG's premises for the whole auction period.
- 3.3.2 Sellers are not allowed within the inspection site premises during the Lot inspection. This is done to protect Sellers' safety and not to disrupt the inspection progress.

- 3.3.3 Sellers would need to make a special request to DAG beforehand if Sellers are keen to observe the inspection. Arrangement can be held to allow Sellers to observe but Sellers would need to abide to the rules and regulations of the site. Sellers would be accompanied by a customer service officer throughout the observation process.
- 3.3.4 Sellers are not allowed to take any pictures, videos or any notes throughout the observation process.
- 3.3.5 DAG would provide detailing service to the Lot before the detailed inspection.
- 3.3.5.1 The cost of Lot detailing (if any), which shall be bear by the Seller, would depend on the cleanliness of the Lot upon its submission to DAG. Clean Lot shall require less detailing fees compared to dirty Lot.
- 3.3.5.2 Among the detailing services offered by DAG:
- (a) Exterior surface steam cleaning
 - (b) Engine bay, wheel arches and all outer surfaces steam cleaned
 - (c) Touch free exterior washing
 - (d) Interior thoroughly cleaned
 - (e) Seats, carpet and boot vacuuming
 - (f) Carpet and seat steam cleaning. Hand polishing
 - (g) Glass and mirrors cleaned inside out
 - (h) Door and boot jam scrubbing
 - (i) Tyre blackening
 - (j) Decal removal
 - (k) Fallout and rail dust removal.
- 3.3.5.3 Please refer to DAG staff for information on the detailing fees for different Lot types.
- 3.3.5.4 Upon Lot submission to DAG, Sellers must ensure that all properties or personal belongings within the Lot are removed. DAG would not be responsible for any loss or damage of the Sellers' belongings if it is not removed.
- 3.3.6 Sellers are requested to submit their Lot logbook to assist in Lot inspection. All faults and defects discovered shall be recorded in the EV.
- 3.3.7 Sellers do not have the right to add, change or delete the Lot information in the EV unless Seller can prove that there is a fault in the EV. All information is keyed in by DAG staff only. The inspection result done by DAG is final, Seller does not have the right to request for re-inspection.

3.4 Other Inspection Services

- 3.4.1 This service could only be provided to corporate Sellers, not to individual Sellers.
- 3.4.2 Sellers can request DAG to come over to Sellers' place for inspection. Sellers would need to make an appointment with DAG beforehand. DAG inspection team includes a JPJ (Ministry of Road Transport) approved professional engineer, experienced mechanic and loss adjustor.
- 3.4.3 Typically inspection services are provided:
- (a) for manufacturer and importer fleet and demonstrator Lots upon return;
 - (b) for financial fleet management and lease companies at lease end and Lot hand back;
 - (c) for government departments at end of use;
 - (d) for organization/company to establish repair estimates for internal cost allocation.

3.5 Third Party Inspection

- 3.5.1 Effective from 1st of July 2007, all purchase of second hand Lots must go through PUSPAKOM inspection before JPJ's ownership transfer. Upon successful purchase at DAG, Sellers shall bear the cost of PUSPAKOM inspection and Buyers shall bear the cost of JPJ ownership transfer.
- 3.5.2 Sellers are required to drive their own Lots to PUSPAKOM for inspection upon successful purchase. Sellers can ask DAG to make arrangement for the inspection but charges shall be implied.
- 3.5.3 DAG shall not be held responsible of whatever the result of PUSPAKOM or JPJ. In the event the inspection failed, Buyers are allowed to withdraw from the sales and have their money refunded. Sellers shall still need to bear the inspection cost.
- 3.5.4 After the inspection, the related documents shall be passed to Buyers for JPJ ownership transfer. Buyers are required to go to JPJ themselves for the ownership transfer. Buyers can also ask DAG to make arrangement for the ownership transfer but charges shall be implied.
- 3.5.5 DAG shall only pay the Sellers after the success of the ownership transfer. DAG shall pay the full amount minus Seller's administration charges, PUSPAKOM inspection charges or other charges to the Sellers.
- 3.5.6 For more information, Please refer to PUSPAKOM website for the inspection rates:
www.puspakom.com.my

3.6 DAG Decisions Rights

DAG has Absolute decision rights on following issues:

- 3.6.1 interpretations and descriptions on any exhibit Lot(s) through auction catalogue and/or Exhibitory Vote and/or media and/or other materials.
- 3.6.2 any arrangement of promotion and standard charges of an exhibit Lot(s) including the usage of images/photography, exhibition and other methods;
- 3.6.3 the sustainability of goods in sales by DAG;
- 3.6.4 auction date, auction venue, auction rules and regulations and auction technique.

3.7 Lots Not Sustainable for Auction

Whenever a Seller submit an auction Lot(s) with signing the auction sales contract with DAG, DAG retain the rights to remove the Lot(s) in any reasons that breach DAG's terms and conditions. Sellers are responsible to collect the auction Lot(s) within thirty (30) days after the notice with any fees incurred. Auction Sales Contract between the Seller and DAG will also been terminated on the date of removal or on the 30th day without removal. Seller should be responsible in any fees incurred. If the Seller does not remove the Lot within seven (7) days after the contract be terminated, DAG has the right to remove it from DAG's promise, and the Seller should be responsible for any loss incurred.

3.8 Auction Termination

DAG would stop or cancel Lot(s) auction activity anytime before the start of the auction under the following circumstances:

- 3.8.1 DAG suspect or has evident that an auction Lot's ownership is unclassified or fake;
- 3.8.2 third party, to whom represent with evidence that an auction Lot's ownership is unclassified or fake, and he/she also provide a guarantee deposit that agrees to be responsible for the legislation and total lost due to the cancellation the auction activity in case of fault report.

- 3.8.3 DAG suspects the genuineness of the Seller's description given by the Seller according to Clause 3.2.4;
- 3.8.4 there is evidence to prove that seller has/will breach any clause in these terms and conditions.

3.9 Sellers withdraw Lot(s)

Once Sellers delivered the Lot to DAG and the Sales Contract is signed, Sellers are not allowed to withdraw the Lots within the agreed period. The Lots can only be withdrawn after the agreed period. If Sellers wish to withdraw the Lots within this period, Sellers must pay the seller's administration fees before the Lot is allowed to be withdrawn.

The agreed period ranges from one week before the auction date until two weeks after the auction date.

DAG has the right to sell the Lots before auction day at any price not lower than the reserve price set by the Sellers.

3.10 Auction

- 3.10.1 Sellers should be present on auction day. Sellers must bring their NRIC/passport to verify their identity to enter the auction room.
- 3.10.2 For Sellers that are unable to attend the auction, they should be contactable (through mobile phones or home/office phones) during the auction.
- 3.10.3 For Sellers that are unable to attend and wish to authorize a third party to act on their behalf, should issue a power of attorney.
- 3.10.4 Sellers would be seated in a secured Sellers' room to watch the auction progress and shall not communicate with Bidders.
- 3.10.5 For Sellers who wish to leave the room temporarily, they would need to inform DAG personnel. Sellers are not advised to leave the room if their Lot(s) are currently being bid. Sellers would need to be contactable through their mobile phones. Upon returning, sellers can just walk directly into the sellers' room.
- 3.10.6 Sellers are allowed to leave the DAG premises once their Lot is sold successfully. However sellers are advised to remain contactable in case of any changes.

3.11 Successful Bidding

- 3.11.1 The Buyer's bid is deemed accepted by the Seller if the bidding price is the same as or above the reserve price. At the confirmation click of the highest bidder, the contract between the Buyer and the Seller would go into effect and both of the parties are obligated to complete the sale. Else penalty shall be charged. Sellers would be informed of the result after the auction.
- 3.11.2 If a situation arises whereby the successful bid is withdrawn by the highest bidder, the auctioneer would negotiate with the second highest bidder and subsequently the third. If sellers agree, the Lot shall be sold, else the Lot shall be open for tender.

3.12 Unsuccessful Bidding

- 3.12.1 If the bidding does not reach the reserve price, the Lot would be withdrawn. If the highest bid is near to the reserve price, the auctioneer would contact the Sellers to request permission of sale. If sellers agree, the Lot shall be sold, else the Lot shall be open for tender.
- 3.12.2 If there is no bid from the bidders during the auction, the Lot would be withdrawn and open up for tender after the auction.

- 3.12.2 If Sellers choose to sell their Lot(s) at next auction, they are given options of keep the same Reserve Price, or change the Reserve Price for the next auction. A new sales contract would need to sign if sellers decide to change the reserve price. No fees would be charged.
- 3.12.3 DAG would only allow Sellers to sell the same Lot in DAG auction for 3 times. After the third auction, if the Lot is still unsold, the Lot would be removed. When the Lot is removed, Sellers are still responsible to pay administration fee.

3.13 Tender Period

- 3.13.1 Sellers are required to stay back for Tender if their Lots are in Tender Auction process. If not, they would need to be contactable.
- 3.13.2 If the Successful Tenderer (Tenderer submitted the highest price) offered the price not below the Reserve Price or below the Reserve Price but obtain agreement of the Seller, would be the purchaser of the Lot. The Successful Tenderer shall pay a minimum of 10% deposit of the total selling price plus the buyer's premium to DAG before leaving. Else the purchasing chance would be given to others.
- 3.13.3 If the Successful Tenderer withdraws after paying the deposit, the deposit would be forfeited. Sellers shall receive 50% of the amount as compensation. The Lot shall be open for tender again.
- 3.13.4 Like auction, Sellers should not communicate with Tenderers. All price negotiations would be held by the Auctioneer.
- 3.13.5 The tender period would last for 2 weeks after the auction day. If the Lot is not sold after this period, sellers shall decide to withdraw the Lot or to keep it till the next auction. Sellers cannot withdraw the Lot within this period else shall be charged penalty.

3.14 Payment to Seller

- 3.14.1 While the Buyer settles all the payments according to Clause 4.13, DAG shall make the payment in Malaysian Ringgit to the Seller in seven (7) days after the Buyer completed the payment to DAG. If DAG does not receive the settlement from the Buyer on time according to Clause 4.13, DAG will make the payment to the Seller after the Buyer settles the payments to DAG.
- 3.14.2 The payment would be drawn for the full sell amount less any fees owing to DAG. (E.g. inspection fee, detailing fee, administration fee, penalty fee)
- 3.14.3 Payment to the seller shall be made after the buyer make full payment, received the Lot and make confirmation with DAG. In case the Lot would be delivered to other location, payment to seller would be made after the Lot is received by the buyer on the destination and make confirmation with DAG.
- 3.14.4 DAG shall pay to Sellers by using company cheque. Sellers are required to collect the cheque with DAG or can request DAG to bank in for them.
- 3.14.5 If the Buyer does not settle all the payments according to Clause 4.13, DAG has rights not only to demand the payments (administration fee and other fees) according to Clause 4.14 but also help the Seller to demand the payment from the Buyer in legally possible ways. However, DAG will not sue the Buyer on behalf of the Seller.

3.15 Sellers' Administration Fees

- 3.15.1 Sellers would need to pay administration fees to DAG if the Lot is sold. Sellers' administration fees include Lot detailing, preparations and advertising. It does not include transportation cost.
- 3.15.2 Sellers do not need to pay for administration fees if their Lot is not sold, they can withdraw the Lot after the agreed period without charges.

3.15.3 Different administration fees are charged for different Lot category. Please refer to appendix on for the amount.

Part 4 Bidder and Buyer

4.1 Registration

- 4.1.1 Members must be registered with DAG as Member in order to bid for the Lot. Membership registration can be done before the auction day or on the auction day itself. Registration as Member with DAG is free of charge.
- 4.1.2 Assistance in selecting a suitable Lot according to Members' budget would be provided by DAG's personnel if requested.
- 4.1.3 Bidders must not be declared bankrupt throughout the whole period of transaction.
 - 4.1.3.1 the Member declared bankrupt shall not be eligible to register as Bidder;
 - 4.1.3.2 the Bidder declared bankrupt shall not eligible to bid;
 - 4.1.3.3 the Buyer declared bankrupt shall not eligible to purchase the Lot, and the purchasing chance shall be given to the second highest Bidder.

4.2 Deposit

- 4.2.1 Please refer to the appendix for bidder's deposit payment amount.

4.3 Auction

- 4.3.1 Bidders should physically come to the auction on auction day with their NRIC/passport as identification. Bidders should submit their NRIC/passport at the cashier room and pay the deposit in order to get a bidding device. Exchange of bidding devices between Bidders is forbidden.
- 4.3.2 Bidders should not communicate with Sellers.
- 4.3.3 Bidders are allowed to exit the auction at any time if they have not bid for any Lot. They would need to inform DAG personnel at the counter and return the bidding device in return for their deposit.
- 4.3.4 If they purchase any Lot, they are required to sign the Purchase Contract and pay a minimum deposit of 10% of the purchase price at cashier room before they leave the auction.
- 4.3.5 For Bidders who wish to leave the auction premises temporary:
 - 4.3.5.1 They must inform the DAG personnel at the counter;
 - 4.3.5.2 They are not allowed to leave the auction premises if they are still in the bidding process unless in case of emergency. Buyers' bid would still be counted if they leave the premises;
 - 4.3.5.3 When leaving the auction premises, Bidders must take their bidding device with them. Bidders must take care of the bidding devices allocated to them and be responsible for the price bid by their devices (the device can be used within 500 meters around the receiving device);
 - 4.3.5.4 Bidders that leave the auction premises temporary must not leave DAG boundary (the area within DAG's gate)
 - 4.3.5.5 Upon returning, Bidders have to show their bidding devices to DAG staff for identification. Thereafter they can proceed into the auction room to participate in the auction.

- 4.3.6 For Bidders who wish to leave DAG boundary area will be regarded as same as to leave the auction. Please refer to Clauses 4.3.3 and 4.3.4. If they come back to the auction, they should register as Bidders again.
- 4.3.7 In case Bidders need any assistance, they are required to raise their hands and they would be approached by DAG personnel.
- 4.3.8 If there happens be any event of electrical failure problems, all Members are required to stay calm as the auction room would have emergency light supply. DAG has back up power generator and the system would back in about 5 minutes. When resumed, the current Lot bidding may be started all over again or continued from the last bidding price. In worst case scenario the auction may be postponed to another auction day if the power generator failed too.

4.4 Pre-Auction Explanation

Before the auction start, the auctioneer would give a briefing on how to use the bidding device and explain how the auction would be run.

4.5 Bidding Device

- 4.5.1 The bidding devices used by DAG are manufactured in Japan with high quality standard and are durable. If the bidding device is found faulty, Bidders (the carrier) should present it to the nearest counter for checking. Bidders will be replaced a temporary bidding device to continue until the previous bidding device is proper recovered.
- 4.5.2 If bidding device being deactivated by cause of misuse of the bidding device, claim of replacement would be rejected. Bidder would be deported immediately with no refund on deposit.
- 4.5.3 If bidding device is found low battery, a new battery will be replaced at the nearest counter to enable bidder continue bidding.

4.6 Bidding

- 4.6.1 **DAG has its own licensed auctioneer. The auction would be hosted by the auctioneer.** The auctioneer would announce the name of the Lot, start price and increment of price. Bidders would bid by pressing the button on the bidding device. The auction screen would show the current bid price and the number of bidding device which bid it. Bidders are not allowed to bid by using methods such as hand signals, shout-out or other methods.
- 4.6.2 The system only captures the fastest Bidder at one bid price on its millisecond (10⁻³ second) captures. Buyers are advised not to constantly push the button.
- 4.6.3 Bidders would be given an idle interval (count-down time) for 5 second to make decision whether to bid a higher price. The idle interval would stop if there is a new bid interfere the receiver. The price would increase and the idle interval would reset and start to countdown again.
- 4.6.4 The price increment usually ranges from RM5 to RM1000, depending **on the different Lot categories. The auctioneer shall announce the bid increment before the start of each Lot.**

4.7 Auctioneer

- 4.7.1 The Auctioneer may refuse to accept any bid or withdraw any Lot from the sale on behalf of DAG.
- 4.7.2 The Auctioneer may hold a bid and refer such a bid to the Sellers before acceptance, all price negotiations would be held by the Auctioneer only. All Bidders are not allowed to negotiate the price with the Sellers.
- 4.7.3 The **Auctioneer is the sole arbiter in all cases of dispute.**

4.8 Successful Bid

- 4.8.1 A countdown timer shall start when there is no bid. when the countdown ends, if the price bided by the highest Bidder is equal to or above the Reserve Price, that particular Bidder would be the highest Bidder (Buyer).
- 4.8.2 A confirmation screen would be shown, the auctioneer would require the Buyer to click on the bidding device again to confirm the purchase. Upon the click the auction screen would show the word “Sold”.
- 4.8.3 If the price bided by the highest Bidder is below the Reserve Price, the auctioneer would contact the Seller to ask for decision. If the Seller agrees to sell at that price bided, the auctioneer would contact the highest Bidder after the auction to negotiate for tender. If the Seller does not agree to sell, the Lot would open for tender after the auction.
- 4.8.4 At the confirm click by the highest Bidder which would be shown on screen, Sellers as to the Buyer are legally bonded to the sales contract. The price would be the final selling price and no further negotiation would be held. All Lots shall be at the Buyers’ own risk on the confirm click to the confirmation screen and neither the Sellers nor the Auctioneers shall be accountable for any deficiency, damage or loss, which may arise thereafter.
- 4.8.5 If the whole of the purchase price is not paid, a minimum deposit of 10% of the purchase price plus the buyer’s premium of each Lot should be paid by the Buyer to DAG before they left DAG’s premise. Please to the appendix for payment details.

4.9 Buyers Withdrawn

- 4.9.1 If the confirmation button is not pressed after the auctioneer requested the Buyer, the auction screen would show the word “Withdrawn”. The Buyer would be given warning. If problem persist, the bidder’s deposit would be forfeited. Auctioneer would decide whether to disable this Bidder’s bidding device and DAG reserve the rights to terminate this Bidder’s Membership.
- 4.9.2 The Lot shall be recalled and re-auction again.

4.10 Unsuccessful Bid

- 4.10.1 If the bidding does not reach the reserve price, the Lot would be withdrawn. If the highest bid is near to the reserve price, the auctioneer would contact the Sellers to request permission of sale. If sellers agree, the Lot shall be sold, else the Lot shall be open for tender.
- 4.10.2 If the Lot did not receive any bid in auction, the auction screen would show the word “Withdrawn”. Bidders are still allowed to negotiate for Lot after the auction with DAG.
- 4.10.3 Bidders can request DAG staff to recall the Lot again for auction if they happen to miss the Lot and if the Lot is not sold. The recalled Lot shall be slot in and open for bid again.

4.11 Tender Sale

- 4.11.1 All unsold Lot during the auction is open for Tender after the auction.
- 4.11.2 Interested Bidders are can negotiate for the Lot with DAG staff face to face after the auction. Else bidders can fill in the Tender Form and drop it into the Tender Box after the auction. The Form and Box would be situated on a counter inside the auction room near the entrance.
- 4.11.3 The auctioneer would collect the highest tender bid price and negotiate with the Seller. The auctioneer shall contact the Tenderer if the Seller agrees to sell the Lot.

- 4.11.4 If Successful Tenderer (Tenderer submitted the highest price) offered the price not below the Reserve Price or below the Reserve Price but obtain agreement of the Seller, the Tenderer would have the right to purchase the Lot. If the whole of the total purchase price is not paid, then the Purchaser is required to pay to DAG a minimum deposit of 10% of the purchase price plus the buyer's premium to DAG. Else, the purchasing chance would be given to others. Upon the payment of deposit the Tenderer becomes the Buyer.
- 4.11.5 If the Buyer withdraws after paying the deposit, the deposit shall be forfeited. The Lot would be open for tender again.
- 4.11.6 Tenderers participate in Tender Sale should not communicate with Sellers. All negotiation will be held by the auctioneer between Sellers and Tenderers.

4.12 Purchase Contract

For successful purchase, Buyers are required to sign the Purchase Contract and pay the 10% deposit of the total selling price plus the buyer's premium. The contract must be signed before Buyers left DAG's premises. If Buyers do not sign, it would be regarded as withdrawal from sales or DAG still assume that the buyer is taking the unit carried with penalty.

By signing this Buyers would commit to pay the balance of the amount owned to DAG within the agreed given time and abided to the stated terms and conditions in the Purchase Contract.

4.13 Payment

- 4.13.1 Buyers must pay DAG 10% of purchase price as deposit. They are required make the balance payment in lump sum by the time as shown in the table below:

Total Amount (RM)	Time Allowed to pay
1 – 9,000	Auction day or coming Monday
9,001 – 100,000	3 working days after Auction day
100,000 ++	5 working days after Auction day

- 4.13.2 In special cases for Buyers that purchase a large amount and show goodwill, a one-week payment extension would be given.
- 4.13.3 If Buyers fail to make payment or cannot be approached at the end of the given period, the deposit would be forfeited. Buyer s' membership would also be terminated. DAG reserves the rights to take legal actions. The forfeited 10% shall be given to DAG and Seller as compensation and administration fees. (5% to DAG, 5% to Seller).
- 4.13.4 Buyer shall be liable on any additional bank charges, tax, duty, delivery charges or other which ever compulsory upon the successful bid and purchase any Lot where required.
- 4.13.5 If the situation in Clause 4.13.3 happens, DAG would contact the second and third highest Bidder to offer the purchasing opportunity. Else, the Lot would open for tender.
- 4.13.6 Please refer to the appendix for payment method and amount.
- 4.13.7 All bidding and purchasing prices are tax exclusive. The Lots with tax duty will be identified in the catalogue.
- 4.13.8 Buyers are allowed to obtain loan from bank to make payment. However they must negotiate with their affiliate bank themselves to obtain permission to loan from them. After DAG receives the lump sum payment from the bank with the bank's verification letter, Buyers would be allowed to drive away their Lot. The bank would hold the Lot's registration card (green card) until Buyers settle their loan repayment to bank. Buyers shall bear their own risk as loans are between them and their bank. DAG would not be responsible if any dispute arise between Buyers and the bank. If Buyer's fail to obtain loan from bank, Buyer is still required to pay the balance by themselves or DAG shall forfeit the deposit.

4.13.9 After Buyer finish payment to DAG, DAG shall only pay to the Seller after buyer collect and received their Lot and make confirmation with DAG.

4.14 Buyers' Premium

4.14.1 Premium shall be charged to Buyers for successful purchase. Buyers are required to pay the premium together with the 10% deposit of total selling price after the auction if they purchase any Lot. Please refer to the appendix for the amount.

4.14.2 DAG does NOT accept private cheque.

4.14.3 Bidders that do not purchase anything would not be charged Buyers' premium.

4.15 Ownership and Risk Transfer

4.15.1 The ownership of the Lot purchased shall not pass to Buyers until they make payment in full to DAG of the purchase price with cleared fund. Buyers shall sign **Purchase Contract**. Risks in the Lot(s) passed to the Buyer as soon as the Lot is sold.

4.15.2 All Lots are sold as unregistered unless otherwise state by DAG. DAG does not cover the responsibility of signing Lot ownership transfer documents (Ministry of Land and Transport document) and handle Lot insurance. If it is requested DAG shall charge extra cost. Buyers' information would not be disclosed to Sellers.

4.15.3 Any deficiency in the goods sold shall not vitiate the sale, but neither the Sellers nor DAG shall be bound to deliver the more than is in their possession. DAG shall not be responsible for any loss or damage of any kind after the sale, whether caused by negligence or otherwise, while any Lot is in its custody or under its control following the sale.

4.16 Removal

4.16.1 Payments must be made in full prior to release of Lots or other property. No parties will be allowed to remove their Lots or any portion thereof before the purchase has been completed and the full purchase price paid to DAG. Whenever the Lot is Lot, customer service officer shall hand in the Lot key to Buyer after the payment made in full.

4.16.2 The Buyers shall remove the Lot purchased after the payment at their own expense by close of business (5pm) on the day. The Buyer shall be responsible for any removal, storage and insurance charges on any Lot not taken away on the day of settlement. DAG is not responsible for any loss or damages of auction items not removed by the Buyer from the auction site by close of business on day of full payment. If the Buyer at his/her sole option choose to leave item/equipment on the site after close of business, he does so at his own risk and accepts full responsibility for any loss or damages.

4.16.3 DAG shall not be responsible for any damages to property or injury to persons incurred during the removal of Lots.

4.16.4 Buyers are advised to go for third party inspection (e.g. PUSPAKOM) as soon as possible after purchase if the Lot has not been to one.

4.16.5 Buyer of any Lot is responsible for complying with all legal requirements as to the construction and use of that Lot and for obtaining all certificates, permits or other authorizations necessary before that Lot can be used on any road or elsewhere.

4.16.6 If Buyer wish to authorize representative to collect the Lot, an authorizing letter from the Buyer is required.

4.16.7 All dispute arise thereafter shall be between sellers and buyers.

4.17 Delivery

- 4.17.1 Members are required to arrange the Lot's transportation themselves or Members can refer to DAG's strategic partner to provide transport service. All transport fees shall be bear by Members. Members can have their Lot delivered to DAG or to the destination required.
- 4.17.2 For damages occurred in delivery within DAG's handling, DAG shall be responsible for it. DAG shall make the necessary repair and compensation.
- 4.17.3 Members could arrange their own logistic company or personnel to collect the Lots after auction with prior notice to DAG (include logistic company name, driver's name and car plate, driver's IC number and delivery note). Any damages cause by third party in or outside of DAG during the delivery process is not responsibility of DAG.

Part 5 Quality Control

5.1 Complaints Management

- 5.1.1 Members have the right to complain as stated in the consumer law. Complaints can be made through email, telephone, write in or face to face.
- 5.1.2 As Members are our greatest asset, DAG personnel would listen to every complaint and try our best to solve it in order to satisfy Members. If the problem cannot be solved immediately, DAG personnel would get back to Members within two business days.
- 5.1.3 CRM (Customer Relationship Management) Department shall compile and analyze the complaints to suggest improvement to better serve our Members.
- 5.1.4 All complaints shall be recorded, compiled and forwarded to general meetings in order to make improvement in the future.

5.2 Enquiry

- 5.2.1 Everyone including non members can enquire to DAG through email, telephone, write in or face to face. DAG personnel would listen to every enquiry and try our best to solve it. If the problem cannot be solved immediately, DAG personnel would get back to them within two business days.
- 5.2.2 All enquiries shall be recorded, compiled and forwarded to general meetings in order to make improvement in the future.

5.3 Lot's criteria for auction

- 5.3.1 DAG would be very much appreciate if Members discover any fault or misinformation in EV and immediately inform DAG personnel.
- 5.3.2 If fault is discovered before being published, the information would be corrected immediately.
- 5.3.3 If fault is discovered during auction, the auctioneer would act depending on the seriousness of the mistake:
 - 5.3.3.1 If it is a minor one (e.g. mistype or spelling error), the auctioneer would apologize, make a vocal announcement and display the notice on screen.
 - 5.3.3.2 If it is a large mistake (e.g. wrong auction category), the auctioneer would apologize and call off the Lot from the auction, the EV shall be changed immediately and put back into the correct auction. For critical information changes, the Reserve Price may need to be adjusted and Sellers may need to sign another new sales contract.
- 5.3.4 If fault is discovered after Buyers successful bid, DAG would apologize sincerely for the wrong information to Buyers along with a letter. Buyers are allowed to withdraw from the sales with no penalty charges. If

Buyers do not mind and would wish to proceed with the sales, they only need to pay DAG 90% of the Buyer's premium.

Part 6 Miscellaneous

6.1 Black-Listed

- 6.1.1 For Members who are blacklisted due to late payment or miss-use of the auction system will be suspended until the payment or penalty charges have been made.
- 6.1.2 For Member who is blacklisted due to violence or continuous breaching the auction terms and conditions, their membership will be terminated permanently and DAG reserves the rights to take legal action.
- 6.1.3 For Member or non-Member who has been reported due to violence in facts which may not be inside DAG premises will be rejected for application permanently and DAG will reserves the rights to take legal actions.
- 6.1.4 For on-road registered Lot, Sellers are liable on any legal compensation and shall be done before the auction or settlement.

6.2 Members' Confidentiality

- 6.2.1 Members' and applicants' information shall be remained confidential and would not be given to any other parties within the laws. If there is an event that Members thinks that their confidentiality is being exploited by DAG or other Members, they may refer to DAG personnel and we would try our best to solve the issue.
- 6.2.2 To protect Seller s' confidentiality, Seller s' name will not be shown on the Exhibitory Vote.
- 6.2.3 To protect Bidder s' confidentiality, bidding device is used. Other Members would not know who bid for the Lot as Bidder's name is not shown on the auction screen but the bidding device ID. The bidding device ID would be shown on the bidding device. DAG suggests Members:
 - 6.2.3.1 not to show the ID to other Members;
 - 6.2.3.2 not to hold their bidding device openly on the table where it is visible for other people to view whether Members are bidding;
 - 6.2.3.3 not to tell other Members their bidding status.
- 6.2.4 To protect confidentiality of Bidders who participate in tender, the prices submitted by different tenders are not shown to public. Only DAG has the list of Tenderer names and price.
- 6.2.5 It is advisable for Members to remain low profile to protect their own confidentiality throughout the auction. (E.g. if a person shout out victoriously, everyone knows that person won the bid or his/her Lot is sold)
- 6.2.6 Members are not required to memorize their members ID (Identity Number). However they must keep their members ID safe from other Members. Please report to DAG if there are other Members who tried to know your members ID so that appropriate actions can be taken.
- 6.2.7 A video record or camera shooting shall be run on the auction day by DAG. Members' appearance, voice and name in the video/camera belong solely as DAG property. DAG shall use these for its corporate video/photo or for security purposes. In the event that Members have special reason not to be included in the video/camera, they should inform DAG beforehand. Otherwise DAG would try its best endeavor to remove Members' appearance, voice and name in the video/camera upon request.

6.3 Copyright and Intellectual Property Rights

- 6.3.1 All materials, concepts and information presented by DAG either verbally, or in writing are the properties of DAG. To the maximum extent permitted in law, DAG retains the rights regarding to these things.
- 6.3.2 Members are not allowed to reproduce, resell, copy or duplicate such materials, concepts and information nor authorize the reproduction of such materials, concepts and information without the express written permission of DAG.
- 6.3.3 While Members are welcome to benefit from such materials, concepts and information personally, and to express and share those benefits in all aspects of Members, Members shall not re-modify or repackage it to exploit the information for other commercial uses.
- 6.3.4 Legal actions shall be taken against person who breaches these terms and conditions.

6.4 Dividable

If one of the clauses of these terms and conditions is null and void, the rest of the contract will remain in force.

6.5 Legal Act and Jurisdiction

- 6.5.1 These Auction Terms are governed by and interpreted in accordance with the laws of Malaysia, without giving effect to conflicts of principles of law.
- 6.5.2 Dispute occurs in regarding to this terms and conditions during the procession of DAG auction activities, all parties should appeal to federal, state courts in Malaysia or commissioner of arbitration. Settle of a dispute should be done in according to Malaysian Law.

6.6 Language

- 6.6.1 DAG's Auction is run in accordance with the Terms and Conditions set out in the English language version. Chinese and Malay version is for guidance only. If discrepancy arises, the English version will be deemed to be correct.
- 6.6.2 Words importing the masculine gender include the feminine and neuter genders.

6.7 Effective Date

This Terms and conditions last updated on 26th February 2007.
This Terms and conditions last updated on 19th April 2007.
This Terms and conditions last updated on 21st April 2007.
This Terms and conditions last updated on 4th May 2007.
This Terms and conditions last updated on 27th June 2007.
This Terms and conditions last updated on 2x July 2007

6.8 Rights of Interpretation

DAG reserves the rights of interpretation of this terms and conditions.