

## GENERAL TERMS AND CONDITIONS OF SERVICE

The terms and conditions contained herein (these "Conditions") shall govern the relationship between the Customer and **MOTORIMAGE MALAYSIA SDN BHD ("MIM")**, relating to the servicing, repair and maintenance of the Customer's Vehicle by MIM and all relevant aspects that arises during the period of servicing, repair and/or maintenance including, but not limited to, the custody of the car by MIM and the provision of the Services and the period of custody by MIM after the cars has been repaired, serviced and/or maintained. By sending the Vehicle to MIM to perform the Services, you are deemed to accept these terms and conditions.

### 1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words have the meaning set out opposite them:

"Customer" the person who has requested MIM to perform the Services on the Vehicle and Customer warrants that he/she is the registered owner of the Vehicle or is the authorized person ;

"Services" the servicing, repair and/or maintenance services requested by the Customer and to be performed by MIM on the Vehicle, more particularly identified in MIM's Job Card, Job Authorisation Form or such other document which may be attached to these Conditions, or such other services which may be agreed in writing from time to time between MIM and the Customer; and

"Vehicle" the motor vehicle (whether owned by the Customer or not) which is serviced, maintained and/or repaired by MIM pursuant to these Conditions.

1.2 In these conditions, unless the context otherwise requires:

- (a) the headings are for convenience only and shall not affect the interpretation of these Conditions;
- (b) references to clauses herein are to clauses of these Conditions;
- (c) words importing only the singular number includes the plural number and vice versa;
- (d) words importing the masculine gender include feminine and neuter gender and vice versa; and
- (e) references to "person" shall include an individual, firm, corporation or other body corporate or unincorporate.

### 2. SERVICES TO BE PROVIDED

2.1 The Customer hereby engages MIM to perform the Services on the Vehicle and agrees that the Services shall be subject to these Conditions. The Customer acknowledges that the Services may be provided by MIM or by service centres authorized by MIM, including but not limited to MIM's authorized dealer.

2.2 MIM will, after a visual inspection of the Vehicle, accept the Vehicle in order to perform the Services in such condition. The Customer warrants that the Vehicle has been delivered to MIM in such condition, and that the Vehicle is free from any other fault and/or damage.

2.3 Any other fault or damage discovered by MIM on the Vehicle after MIM has taken delivery of the Vehicle pursuant to clause 2.2 above will be notified to the Customer by phone or in writing. The Customer shall, after receiving such notice, elect to engage MIM to repair such fault or damage (whereupon such repair will be deemed part of the Services), or reclaim the Vehicle. If the Customer elects to engage MIM to repair such fault or damage, the agreed charges will be adjusted for additional work to be done and additional materials to be supplied to repair such fault or damage. If the Customer reclaims the vehicle, he shall be liable for work already incurred and materials already supplied to the Vehicle.

2.4 All estimated charges to be incurred in the performance of the Services (including the costs of any spare parts) shall be stated herein and any additional charges for additional repairs may be verbally conveyed by MIM to the Customer prior to any performance of the Services or any part thereof. The Customer shall be deemed to have consented to such charges unless he objects to the estimated charges and/ or additional charges in writing on the same day. All charges shall be payable on the presentation of an invoice by MIM to the Customer. All charges payable by the Customer shall be exclusive of any applicable goods and services tax, which shall be additionally payable by the Customer.

2.5 MIM may, at its own option, use approved and compatible OEM or equivalent parts in the performance of the Services.

### 3. CUSTOMER'S OBLIGATIONS

3.1 The Customer shall provide MIM with full cooperation and such information concerning the Vehicle, its use, its condition, its maintenance records and such other information and cooperation which MIM may deem necessary and may reasonably request, in order to enable MIM to perform the Services.

3.2 The Customer shall remove all items and articles of value and of importance from the Vehicle, when handing over the Vehicle to MIM / or its authorized service centre to avoid any subsequent dispute arising from the loss or misplacement of such items or articles. MIM shall not be liable for any loss or misplacement of any such items and articles.

3.3 The Customer warrant that the Vehicle is duly registered under the applicable law to the relevant authorities and will take all necessary steps to notify MIM if the Vehicle is not registered or any issues regarding the registration or ownership. Customer agree to indemnify MIM for any claim against MIM of whatsoever nature due to MIM operation the Vehicle in such condition stated herein.

### 4. EXCLUSION AND LIMITATION OF LIABILITY

4.1 MIM shall not be liable, whether under contract, tort or otherwise, to the Customer for:

- (a) any damage to the Vehicle while the Vehicle is the custody, care or control of MIM; and/or
- (b) loss of profit, indirect, special or consequential loss of the Customer, arising out of or in connection with any partial performance, delay in performance or non-performance of MIM's obligations under these Conditions or caused by factors beyond the reasonable control of the MIM (except in respect of death or personal injury resulting from the negligence). Without limiting the generality of the foregoing, these factors shall be deemed as factors beyond the reasonable control of MIM.

- (i) acts of God, explosion, flood, tempest, fire or accident;
- (ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (iii) acts, subsidiary legislation, restrictions, regulations, by-laws, prohibitions, or measures of any kind on the part of governmental, parliamentary, or local authority;
- (iv) import or export regulations or embargoes;
- (v) strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of MIM or of a third party);
- (vi) difficulties in obtaining raw materials, labour, fuel, parts or machinery; and
- (vii) power failure or breakdown in machinery.

4.2 MIM warrants the Services parts supplied by MIM pursuant to the carrying out the Services shall be subject to warranty period of 6 months or 10,000 km (whichever occurs earlier), except for all normal wear and tear parts, and in the event of replacement is made to any Parts, the warranty shall cover the remaining period of warranty of the replaced part. MIM liability for breach of any warranty is at MIM's option :

(i) For Services: shall re supply the Services or payment of the fair cash value (market value) to re supply the Services. Such supply or payment shall be at the sole and complete discretion of MIM, shall be without prejudice to any rights which MIM may have against the Customer or/any third party and shall not, by itself, amount to any admission of liability on the part of MIM. (ii) For Parts: shall replace the parts or repair the parts or payment of the fair cash value (market value) for cost to replace the parts or payment of the fair cash value (market value) for cost to repair the parts

MIM shall not be liable for all damage sustained to the materials supplied inside this warranty period, if:

- (i) the Vehicle was engaged in racing, pace-making, reliability trial, speed testing, or drawing any trailer;
- (ii) the Vehicle being driven with the general consent of the Customer or registered owner, by a person who to the knowledge of the Customer or the registered owner does not hold a valid license to drive such Vehicle;
- (iii) the damage was due to fair wear and tear;
- (iv) the Customer remove the parts originally fitted by MIM;
- (v) Part or Parts are damaged by misuse or due to accident or enhancement done by Customer.

4.3 MIM shall not be liable, whether under tort or contract or otherwise, for any damage or consequential loss sustained if the Customer supplies his own parts and materials for the Services carried out including and not limited to the damage was caused by the negligence of MIM and resulted in death or personal injury. The warranty period in clause 4.2 shall also not apply if the Customer supplies his own parts or materials for the Services. Any liability of MIM for any damage caused to the Vehicle and/or the Customer shall not, in any case, exceed the total charges payable by the Customer to MIM in respect of the Services.

4.4 MIM may, at its option, rectify all damages (due to negligence act by MIM ), to the Vehicle that arises while the Vehicle is in the custody, care, and control of the MIM during the Services, or pay the fair cash value (market value) for such damage caused in the period of its custody, care or control during the Services. Such rectification or payment shall be at the sole and complete discretion of MIM and shall be without prejudice to any rights which MIM may have against the Customer and/or any third party and shall not, by itself, amount to any admission or liability on the part of MIM.

### 5. LIEN

5.1 The Vehicle shall be reclaimed by the Customer upon the full payment of all sums and charges due for materials supplied to and the Services performed on the Vehicle.

5.2 MIM reserves the right to exercise its lien and retain possession of the Vehicle unless and until the Customer has paid up all outstanding charges and sums due and payable to MIM under these Conditions.

5.3 If Customer do not collect the Vehicle within \_\_\_ days/ month from the time it is ready for collection or Customer failed to be contacted or when there is any dispute arises on the amount payable to MIM, MIM are entitled to charge storage fees of RM \_\_\_ / day until the Vehicle is collected and/ or amount due is paid.

5.4 MIM shall not be liable for any damages on the Vehicle or loss by the Customer for failure by Customer to collect the Vehicle.

### 6. NOTICES AND SERVICE

6.1 All notices, instructions and other communications given by letter, telex, fax transmission or other electronic means (including Internet e-mail) shall be addressed to or left at, in the case of MIM, the business address of MIM at the relevant time and in the case of the Customer, the address as notified to MIM by the Customer from time to time.

6.2 All such notices, instructions or other communications given by MIM to the Customer aforesaid shall be deemed to have been duly received by the Customer upon delivery if delivered by hand, or if by post three (3) business days after posting, or in the case of telex, facsimile or other electronic means upon despatch.

6.3 All notices, instructions or other communications sent by the Customer to MIM shall not be effective until actual receipt thereof by MIM. In relation to notices given via electronic records (including Internet e-mail) to MIM, such notice shall not be effective unless sent to an electronic address or messaging system (including an internet e-mail address) specified by MIM for such purpose, is actually received by the stipulated officer of MIM, and in format readily decipherable by such officer of MIM.

### 7. MISCELLANEOUS

7.1 MIM may carry out its obligations under these Conditions through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.

7.2 Except as provided in clause 7.1, these Conditions are personal to the parties, and neither of them may, without the consent of the other, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations under this agreement.

7.3 Nothing in these Conditions shall create, or deemed to create, a partnership between the parties.

7.4 If these Conditions shall be in whole or in part be held to be illegal or unenforceable, that term or condition on the relevant part thereof shall to that extent be deemed not to form part of these Conditions and the enforceability of the remainder of the Conditions shall not be affected.

7.5 No failure or delay by MIM in exercising any of its rights under these Conditions shall be deemed a waiver of that right, and no waiver by MIM of any breach shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.6 Unless otherwise agreed in writing between the parties, these Conditions (including any documents attached hereto) shall constitute the entire agreement between the parties, supersedes any previous discussions, negotiations, agreements or understanding and may not be varied except an instrument in writing duly signed by the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by the law.

7.7 Any person who is not a party to these Conditions shall not have any right or benefit to enforce any provision of these Conditions pursuant to the Contracts (Rights of Third Parties) Act 2001.

7.8 These Conditions shall be governed by and construed in accordance with the laws of Malaysia. In relation to any legal action or proceedings arising out of or in connection with these Conditions, the Customer hereby irrevocably submits to the jurisdiction of the courts of Malaysia.