

BRAVOAUTO HOME DELIVERY TERMS & CONDITIONS

1. DEFINITIONS

In these Terms and Conditions, unless the context requires otherwise, the following definitions apply:

- 1.1 "The Company" - A direct reference to Bravo Auto Sdn Bhd.
- 1.2 "The Buyer" - A direct reference to the customer.
- 1.3 "Vehicle" - Any BravoAuto Vehicle purchased by the Buyer from the Company, as detailed in the Purchase Contract.
- 1.4 "Home Delivery Date" - The date agreed between The Buyer and The Company for the Vehicle to be delivered to the Home Delivery Location.
- 1.5 "Home Delivery Location" - The delivery location mutually agreed to by The Buyer and The Company. The delivery location must be a residential address that is safe and suitable for the inspection and/or delivery of the Vehicle. Unless otherwise notified by The Company, office addresses, industrial, factory or other similar types of commercial addresses will not be accepted.
- 1.6 "Home Delivery Service" - refers to the transportation of the Vehicle to the Home Delivery Location at the Buyer's request upon successful purchase.

2. HOME DELIVERY BENEFIT

- 2.1 Upon successful completion of the Vehicle sale, The Buyer may request the transportation of the Vehicle to their preferred Home Delivery Location.
- 2.2 The Buyer will be notified of the Home Delivery Fee when inquiring about the service. Payment of the Home Delivery Fee will be required at the time of inquiry and will be non-refundable. Should The Buyer proceed to purchase the Vehicle, the Home Delivery Fee will be included in the Purchase Price.
- 2.3 The Company reserves the right to decline any Home Delivery Service request without explanation. In such cases, The Company will notify The Buyer at any time from the initial inquiry to the Home Delivery Date.
- 2.4 Following receipt of a Home Delivery Service request, The Company will:
 - Arrange a phone call regarding The Buyer's request to organize next steps and collect payment for the Home Delivery Fee (if applicable).
 - Use all reasonable endeavors to ensure the Vehicle is transported to The Buyer as requested. However, if The Company cannot transport the Vehicle during the specified time or if the Vehicle is otherwise unavailable, The Company's sole liability to The Buyer will be the refund of any Home Delivery Fee paid.
- 2.5 The Buyer may cancel the Home Delivery Service up to twenty-four (24) hours prior to the Home Delivery Date by contacting The Company at (+673) 2433377. If cancellation occurs less than twenty-four (24) hours before the Home Delivery Date, a cancellation penalty of up to \$200 may apply. Refund eligibility for the Home Delivery Fee will be determined at The Company's sole discretion.

- 2.6 The Buyer acknowledges that any request for the Vehicle to be purchased and delivered to a location other than one occupied by The Company, is at The Buyer's sole and express request.
- 2.7 The Buyer acknowledges that The Company will transport the Vehicle to the Home Delivery Location, via any means that The Company chooses including but not limited to the Vehicle being driven or being transported on a truck.
- 2.10 The Buyer must personally be at the Home Delivery Location at the specified time on the Home Delivery Date. The Buyer is not able to nominate a third party to release the Vehicle to for the purpose of an inspection or to purchase the Vehicle.
- 2.11 The Home Delivery Fee is payable for the Home Delivery Service to the Home Delivery Location at the agreed time on the Home Delivery Date. If You are not at the Home Delivery Location at the agreed time, you will forfeit all right to the Home Delivery Fee and will be required to pay a new Home Delivery Fee to arrange a further Home Delivery Service, even in respect for the same Vehicle.

3. PRIVACY

- 3.1 To receive the Home Delivery Service, The Buyer may be required to provide certain personal information, including contact details and payment information.
- 3.2 The Company will handle any personal information it receives from The Buyer in accordance with its main privacy policy, which governs the collection, use, disclosure, and protection of personal information.

4. GENERAL

- 4.1 The Company reserve the right to vary the terms and conditions of, or withdraw the Home Delivery Benefit, at any time, provided that no such variation or withdrawal will affect The Buyer's rights in relation to a vehicle already purchased at the time the variation or withdrawal comes into effect.
- 4.2 In the event of any dispute as to the interpretation of these terms and conditions, the application of the same or otherwise, the decision of The Company shall be final.
- 4.3 Except for the Vehicle Price, The Company shall not be liable for any claims, demands, damages, expenses or costs (including, without limitation, legal costs) incurred or made against it howsoever arising, whether directly or indirectly arising from the Home Delivery benefit.
- 4.4 To the maximum extent permitted by law, these terms and conditions apply to the exclusion of all others (including any verbal statement or representation) in respect of the Home Delivery benefit.
- 4.5 The Buyer indemnify The Company for all loss that The Company directly or indirectly sustains or incurs as a result of: (a) a breach of any of the material terms of these Terms and Conditions by The Buyer; and (b) any act or omission by The Buyer whilst a vehicle is in The Buyer's possession or control.

4. GENERAL (continued)

- 4.6 Except as expressly stated otherwise in these Terms and Conditions and to the extent permitted by law: (a) The Company is not liable for any loss or damage (including, without limitation, direct, indirect, special or consequential loss, loss of profits, loss of anticipated savings, loss of use, loss of reputation, loss of opportunity, loss of data or business interruption) suffered or incurred by The Buyer in connection with these Terms and Conditions and the use of The Company; and (b) to the extent The Company is unable to exclude any liability under or in connection with these Terms, the maximum cumulative liability for all loss, damage, liability and expense suffered or incurred by The Buyer in connection with these Terms and The Buyer's use of The Company, whether under contract, statute, in tort (including negligence) or otherwise, is limited to \$500.
- 4.6 All information provided by The Company is general in nature and does not constitute any form of advice and is provided 'as is' without warranty of any kind, express or implied, to the fullest extent possible under law.
- 4.7 The Company acknowledges and agrees that: (a) Any vehicle inspection reports are issued subject to the terms and conditions specified within such reports. (b) The Company is solely responsible for providing images of imperfections. The Buyer should physically inspect the Vehicle prior to purchase to verify the Vehicle condition and assess the accuracy and completeness of any imperfection photos. To the extent permitted by law, The Company does not accept any liability in relation to photos of any Vehicles.
- 4.8 These terms and any document expressly referred to in them represents the entire agreement between The Buyer and The Company in relation to the Home Delivery Service.
- 4.9 A person who is not a party to the Home Delivery Service shall not have any rights under or in connection with them.