

## **BRAVOAUTO VALUE MY CAR TERMS & CONDITIONS**

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### **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 “Inspection” – The assessment of the Vehicle conducted by The Company.
- 1.5 “Valuation” – The estimated market value of the Vehicle as determined by The Company.

### **2. ELIGIBILITY**

- 2.1 To be eligible to use the Value My Car Service the Buyer must:
  - a) be aged over 18 years; and
  - b) be the registered owner of the vehicle or have authority in writing from the registered owner, or a valid power of attorney to deal with the vehicle on the registered owner’s behalf.
- 2.2 The Buyer acknowledges and agrees that these Terms and Conditions do not form an agreement for The Company to purchase The Buyer’s Vehicle or accept it for trade-in.
- 2.3 The Buyer must provide accurate and truthful information for the entire duration of the valuation process.

### **3. VALUE MY CAR**

- 3.1 The valuation is calculated based on information submitted by The Buyer and market information from The Company.
- 3.2 There may be cases where The Company will not be able to generate a valuation, including:
  - a) where The Company does not have sufficient data to accurately calculate the value of your vehicle;
  - b) if the Vehicle has over 150,000km on the odometer;
  - c) is over 15 years old;
  - d) if the Vehicle has been modified;
  - e) has warning lights displayed on the dashboard;
  - f) has been in a major accident;
  - g) has been declared stolen or written off.

The Company reserves the right to request additional information or documentation from The Buyer to assist in the valuation process.

### 3. VALUE MY CAR (Continued)

- 3.3 By using the Value My Car service, The Buyer represents and warrant that all information provided by The Buyer in relation to The Buyer's Vehicle is true and accurate. The Buyer acknowledges that the valuation provided by The Company is not a guarantee of purchase and is subject to the outcomes of the subsequent Inspection and other conditions outlined herein.
- 3.4 The valuation is valid for fourteen (14) days from the date of issue.
- 3.5 The Company reserves the right to cancel a valuation for any reason and at any time. The Company will notify The Buyer if The Company cancel a valuation as soon as possible.

### 4. INSPECTION OF VEHICLE

- 4.1 If The Buyer accepts the valuation, or if the valuation cannot be calculated by The Company, The Company will contact The Buyer to arrange an inspection of The Buyer's Vehicle at an agreed location ('Inspection').
- 4.2 At the Inspection, The Buyer must:
- a) Provide The Company with documents showing that The Buyer is the registered owner of the Vehicle or has the authority, by legal or written means, to act on behalf of the registered owner for the sale or trade-in of the Vehicle.
  - b) Present all sets of keys for the Vehicle, the service history/logbook, proof of current registration, and any other relevant documents required by law or The Company to validate the Vehicle's condition and history, including any additional documentation necessary for the transfer of ownership or trade-in.
  - c) If the Vehicle is subject to finance, The Buyer must either:
    - I. Provide a letter from The Buyer's lender showing the current outstanding loan payout balance; or
    - II. Authorize Bravo Auto Sdn Bhd, in writing, to directly obtain the current outstanding payout balance from The Buyer's lender on behalf of The Buyer. The Buyer agrees to provide any and all necessary consents or documents required by The Buyer's lender to facilitate this request. The Buyer also agrees that Bravo Auto Sdn Bhd shall not be liable for any delays or inaccuracies in obtaining this information from the lender.
- 4.3 After the Inspection, The Company will decide, at its sole discretion and without any obligation, whether to:
- a) Purchase The Buyer's Vehicle or accept it for trade-in at the valuation price provided, subject to:
    - I. The Buyer providing valid proof of ownership or written authority to deal with the Vehicle
    - II. The Vehicle passing the Inspection, which includes but is not limited to ensuring that the Vehicle has not been involved in any major accident

#### 4. INSPECTION OF VEHICLE (Continued)

requiring structural repairs, and that it does not have any undisclosed mechanical defects, issues, or pending repairs; and

- III. Clear and satisfactory results from any third-party searches (private or governmental), which may include financial encumbrance, vehicle history, and registration status.

- 4.4 If The Company determines, during or after the Inspection, that any information provided by The Buyer is incomplete, misleading, inaccurate, or fraudulent, The Company reserves the right to immediately withdraw the offer and cancel the valuation without liability. In such cases, The Company shall not be obligated to provide a revised valuation or proceed with any purchase or trade-in transaction.
- 4.5 By authorizing Bravo Auto Sdn Bhd to obtain information from The Buyer's lender, The Buyer acknowledges that any information obtained in this manner is for the sole purpose of determining the loan settlement status of the Vehicle. The Buyer agrees to hold Bravo Auto Sdn Bhd harmless from any discrepancies or disputes regarding the loan balance provided by the lender. The Company shall not be held liable for any delays, errors, or actions taken based on the information provided by The Buyer's lender.
- 4.6 The Buyer acknowledges that The Company's decision to proceed with the purchase or trade-in of the Vehicle is subject to the terms outlined herein and that no formal agreement shall exist between the parties unless a separate Purchase or Trade-In Agreement has been duly executed.

#### 5. PAYMENT

- 5.1 If The Buyer's Vehicle is subject to finance, The Company will make payment of the outstanding payout balance to The Buyer's lender. The Company will then calculate the balance payment by subtracting the outstanding payout balance from the agreed valuation price. The Company will provide The Buyer with documentation detailing this calculation, including a statement of the outstanding payout balance and the net amount to be paid to The Buyer.
- 5.2 If the outstanding loan settlement amount is higher than the agreed valuation, The Buyer agrees to pay the difference to Bravo Auto Sdn Bhd immediately. This payment can be made either directly to Bravo Auto Sdn Bhd or through NBT (Brunei) Sdn Bhd, as mutually agreed upon.
- 5.3 Payment to The Buyer will be made via direct credit to a bank account nominated by The Buyer or by bank cheque, as preferred by The Buyer, under his or her own name.
- 5.4 To the extent permitted by law, The Company will not be liable for:
  - a) Any act or omission, including any refusal by The Company to purchase The Buyer's Vehicle.
  - b) Any loss, damage, cost, expense, personal injury, or death to The Buyer, or any third party arising out of the Inspection or The Buyer's failure to comply with these Terms and Conditions.

## **5. PAYMENT (Continued)**

- c) The security of the Vehicle or any damage to the Vehicle incurred before, during, or after the Inspection.
- 5.5 The Buyer agrees to indemnify and hold The Company harmless from and against any and all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against The Company or which The Company may pay, sustain or incur as a direct or indirect result of or arising out of:
  - a) The vehicle not being in a roadworthy condition or registered.
  - b) Any loss or damage caused by The Buyer to:
    - i. The premises where the Inspection occurs or any other property at that location.
    - ii. Any person at the Inspection.
    - iii. Bravo Auto Sdn Bhd or any of its entities.
  - c) And any failure by The Buyer to comply with their obligations under these Terms and Conditions or as required by law; except to the extent caused by The Company's willful default or negligence.

## **6. PRIVACY**

- 6.1 The Buyer understands that for services included in this Terms and Conditions, he or she shall provide his or her personal information, including, but not limited to, name, address, telephone number, email address.
- 6.2 The Buyer understands that the processing of his or her personal information may be shared with the manufacturer or any third party for warranty purposes.
- 6.3 The Buyer acknowledges that the processing of his or her personal information may include marketing purposes.
- 6.4 The Buyer likewise understands that the provisions of the Company's Privacy Policy are incorporated into this document.

## **7. AMENDMENTS**

Bravo Auto Sdn Bhd reserves the right to amend these Terms and Conditions at any time at its discretion. Any amendments will be communicated to The Buyer in a timely manner.