



MUV Marketplace Sdn Bhd (199201021759 (253263-U))

MUV Extended Payment Terms - Dealer Enrollment Form

Section 1 Dealer Information			
Company Name		Person-in-charge	
Location		Contact No.	
Application for	<input type="checkbox"/>	MUV Extended Payment Terms of up to 90 days (" EPT Facility ") for the remaining 80% of the final bid price of the vehicle (" Final Bid Price ")	

Section 2 Application's Declaration			
<p>I/ We hereby declare that the information given by me/ us in this form is true, accurate, correct and not misleading in every respect to the best of my/ our knowledge and that I/ we have not knowingly withheld any facts or circumstances which would or may, if disclosed unfavourably affect my/ our application.</p> <p>I fully understand and accept that if at any time it is found that a false declaration had been made in this form, MUV Marketplace Sdn Bhd has the absolute right to, at any time, (i) terminate my application immediately prior to approval and (ii) the EPT Facility after approval. Notwithstanding the aforesaid, MUV reserves the right to terminate the EPT Facility at any time.</p> <p>I/ We acknowledge and agree that MUV Marketplace Sdn Bhd reserves the right to change, amend or modify any terms and conditions of the EPT Facility at any time.</p> <p>I/ We agree to abide by the applicable laws and regulations, statutes, regulations and such other policies of MUV Marketplace Sdn Bhd relating to the EPT Facility issued from time to time.</p>			
Date of Application		Applicant's Signature & Company Stamp (if any)	

Section 3 Office Use Only			
Date Received		Tracking Number	
i. Dealer Details:			
Date of Joined		Units Purchased	
STATUS OF APPLICATION	<input type="checkbox"/>	APPROVED	MUV EPT FACILITY LIMIT APPROVED
	<input type="checkbox"/>	REJECTED	

Section 4 Approval							
Requested by (Team Lead)		Checked by (Head Of Dept)		Reviewed by (Head Of Finance)		Approved by	
Name		Name		Name		Name	
Position		Position		Position		Position	
Date		Date		Date		Date	

Terms & Condition:

- i 20% of the Final Bid Price of the vehicle (which is non-refundable) ("**Deposit**") and all other ancillary charges including but not limited to the buyer's premium, delivery charges of the vehicle (if any) and processing charges (as mentioned below) stated in the invoice to be issued by MUV Marketplace Sdn Bhd ("**MUV**") to you in respect of the purchase of vehicle ("**Invoice**") shall be paid to MUV and received in full by MUV before delivery or collection of the vehicle. The EPT Facility for the remaining 80% of the Final Bid Price of the vehicle ("**Balance**") shall be subject to the interest rate of 1% per month or 0.0329% per day on the outstanding amount until it is fully settled ("**EPT Interest**").
- ii The EPT Interest of 1% per month shall commence immediately after 5 calendar days from the date of Invoice or the date on which the vehicle is delivered to or is collected by you, whichever is earlier.
- iii The vehicle can be collected from MUV at MUV's designated location or arranged to be delivered after MUV's receipt of the Deposit and all other ancillary charges in full, unless otherwise agreed in writing by MUV. You shall be responsible for (1) any summons and fines accrued to the vehicle and (2) loss of the vehicle or any damages caused to the vehicle after the vehicle is delivered to/collected by you, and you shall indemnify MUV from and against all losses, damages, summons, costs and expenses in relation to the vehicle suffered and/or incurred by MUV.
- iv The original vehicle ownership certificate of the vehicle will be released to you and the vehicle's ownership will be transferred after MUV's receipt of the Final Bid Price together with the EPT Interest in full.
- v This EPT Facility is subject to MUV's management approval which shall be at MUV's sole and absolute discretion.

Terms & Condition: (Con't)

- vi A complete set of the following documents shall be submitted to MUV for credit ev
 - a. Copy of latest business registration (if company - Section 17 Form (previously, Form 9), Section 51 Form (previously, Form 24) & Section 58 Form (previously, Form 49); if sole proprietorship/partnership – Certificate of Registration of Business Act 1995; if limited liability partnership – Certificate of Registration & Profile)
 - b. Copy of Directors' identity cards (both front & back)
 - c. Signed & company stamped PDPA Form by key director
 - d. Latest 3 months bank statements
 - e. Latest audited financial statements (Company) or profit and loss statements (Optional)
- vii Subsequent to the approval of this EPT Facility, you may submit separate application to apply this EPT Facility on individual vehicle(s). Processing charges of RM300 or such other amount which MUV may decide from time to time, will be imposed and payable to MUV for every successful application of this EPT Facility per each one (1) vehicle.
- viii Your key director or all your directors (if you are a company), or your partner(s) (if you are a partnership), or you (if you are a sole proprietorship) shall sign and submit personal guarantee to MUV in such form as stipulated by MUV
- ix In the event that you fail to settle the Balance within the given 90-days' term under this EPT Facility:
 - (1) The EPT Interest of 1% per month shall continue to apply and accrue on the outstanding payment until full settlement or the date of return of the vehicle back to MUV or repossession of the vehicle by MUV.
 - (2) Notwithstanding that the aforesaid, MUV reserves the right to repossess the vehicle at any time.
 - (3) Request for extension of the payment term under the EPT Facility without repossession of the vehicle by MUV may be made to MUV but it shall be subject to the sole and absolute discretion of MUV.
 - (4) You shall bear any costs and expenses in relation to the repossession of vehicle arising thereof.
 - (5) Upon the return or repossession of the vehicle (as the case may be):
 - (a) the Deposit shall be forfeited;
 - (b) forfeiture fee of RM1,000 shall be imposed on you; and
 - (c) the vehicle shall be in the same condition as per stated in the vehicle inspection report, and where there is any discrepancies with the vehicle inspection report, MUV shall have the right to determine and charge a reasonable amount and you shall be liable to pay it to MUV as compensation.
- x **Anti-Bribery & Anti-Corruption**
 - (a) MUV takes a zero tolerance approach to violation of any applicable anti-corruption and anti-bribery laws and regulations.
 - (b) You undertake and warrant that at all times during the term of this EPT Facility, (i) it is in compliance with all relevant and applicable anti-corruption and anti-bribery laws and regulations ("**Applicable Anti-Corruption Laws**") and the Anti-Bribery and Anti-Corruption Policy of Warisan TC Holdings Berhad and its group of companies ("**WTCH ABAC Policy**") which can be found at <https://www.warisantc.com.my/>; and (ii) it shall ensure that its Affiliates, employees, officers, directors and any other person acting on your behalf or under your supervision, care or management and your Affiliates observe and comply with such Applicable Anti-Corruption Laws and WTCH ABAC Policy. You shall forthwith provide supporting evidence of such compliance upon request by MUV.
 - (c) You undertake to and shall cooperate with and provide all assistance required by MUV in the event of any investigations or proceedings for potential violations of the Applicable Anti-Corruption Laws and/or non-compliance of WTCH ABAC Policy, whether initiated, commenced or brought about by MUV or the relevant authorities.
 - (d) You further warrant and represent that, neither you nor your Affiliates, employees, officers, directors or other persons acting on your behalf or under your supervision, care or management or any of your Affiliates have been convicted of, or have been or are subject of any investigation by any governmental, administrative or regulatory body regarding any offence involving or relating to bribery or corruption.
 - (e) You further represent and warrant that:-
 - (i) in the course of negotiation, execution and performance of this EPT Facility, you and your Affiliates have not made, offered or authorised any payment, undertaking, gift or any other advantage (directly or indirectly through an intermediary) to any persons including any personnel employed by MUV or acting on its behalf where the purpose of such payment, undertaking, gift or advantage is to incite or induce such individual to perform or refrain from performing acts contrary to its legal obligations or obtain improper advantage in relation to the activities under this EPT Facility; and
 - (ii) you and your Affiliates shall not make or offer any of the above.
 - (f) Breach of any provisions of this Clause by you constitutes a material breach of this EPT Facility which entitles MUV to forthwith terminate this EPT Facility and/or enforce its rights and seek remedies available to it at law or in equity.
 - (g) For the purpose of this Clause, "Affiliates" shall mean that with respect to an entity, any entity that: (i) is controlled directly or indirectly by; (ii) controls directly or indirectly; or (iii) is under common control with such entity; and "control" for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.