

Terms and Conditions for Online Vehicle Booking via Mitsubishi Online Showroom ("MOS")

1. Online Vehicle Booking

- 1.1** If you wish to book a vehicle that is identical or similar to the one described in the website ("**Online Booking Platform**"), kindly proceed by clicking the "Reserve Now" button. Mitsubishi Motors Malaysia Sdn. Bhd. ("**MMM**") and/or the Mitsubishi Motors authorised dealer(s) (including its sales advisors / consultants) ("**Authorised Dealer(s)**") reserve the right to modify the displayed prices and product specifications without prior notice and/or to decline or reject any online booking placed on Online Booking Platform ("**Online Booking**") at any time.
- 1.2** Subsequent to clicking the "Reserve Now" button, you will be required to pay the requisite booking fee (in Ringgit Malaysia only) in respect of your choice of vehicle ("**Booking Fee**"). Please note that the payment of the Booking Fee does not constitute a valid contract of purchase. The payment of Booking Fee serves to demonstrate your genuine interest in purchasing a vehicle that matches or resembles the one described in the Online Booking Platform.
- 1.3** Your booking will remain valid for seven (7) working days from the Booking Fee payment date and such period is non-extendable. Once the Booking Fee is received, you will receive an official receipt of payment via email from MMM, on behalf of your selected preferred Authorised Dealer(s), the latter of whom will be in contact with you within seven (7) working days from the Booking Fee payment date. The sale of the vehicle is subject to availability of stock and the receipt of your Booking Fee does not guarantee stock availability. MMM and the Authorised Dealer(s) reserve the right, at their sole and absolute discretion, to decline or cancel any booking.
- 1.4** In the event you are not contacted by a Authorised Dealer(s) within seven (7) working days from the date of the Booking Fee payment date, you are advised to email to MMM immediately at contactus@mitsubishi-motors.com.my. For the avoidance of doubt, MMM merely acts as a facilitator in the Online Booking and payment of Booking Fee processes.
- 1.5** If a valid contract of purchase is not executed within fourteen (14) working days from date of payment of the Booking Fee and you wish to cancel the booking, the Booking Fee will be refunded to you. In the event that the purchase price for the booked vehicle is revised, you shall be notified of the said revision and if necessary, you shall pay the difference between the revised Booking Fee and the paid Booking Fee upon execution of the contract of purchase at your preferred Authorised Dealer(s). Upon execution of the contract of purchase, the paid Booking Fee will be applied to reduce the total purchase price by an equal amount of the paid Booking Fee, subject to the applicable terms and conditions.
- 1.6** If for any reason whatsoever, MMM should make any changes in the specifications of the vehicle(s) and/or discontinue the production and/or supply of the vehicle model booked by you resulting in the Authorised Dealer(s) being unable to sell and/or make delivery of the vehicle to you, MMM and/or the Authorised Dealer(s) shall not be liable to you for any liabilities, claims, losses, damages, costs or expenses whatsoever. You will be informed of such changes in the specifications of the vehicle booked by you and you will be offered the specification(s) and price(s) of the other

available model(s) in Malaysia for your consideration and confirmation of purchase within seven (7) working days.

2. Terms of Payment of Booking Fee

- 2.1** The purchase of the vehicle booked by you shall be conducted and completed with the Authorised Dealer(s) selected by you upon payment of the Booking Fee. For the purposes of payment of Booking Fee, you will be redirected to a third party website i.e. iPay88 to complete the payment process of Booking Fee where iPay88 terms and conditions will be applicable.
- 2.2** The available payment methods for the Booking Fee are Visa and MasterCard credit cards and debit cards, FPX payments and E-wallets.
- 2.3** Credit cards issued by foreign banks are not accepted.
- 2.4** Instalment Payments via the credit card payment method are not available on the Online Booking Platform for the time being.
- 2.5** Notwithstanding the issuance of official receipt of payment via email from MMM, the settlement of Booking Fee paid by you is subject to confirmation of bank(s)' clearance by Authorised Dealer(s).
- 2.6** The vehicle shall remain the property of MMM or Authorised Dealer(s) until the total purchase price has been settled in full.

3. Eligibility Requirements

- 3.1** This Online Booking Platform is open to all citizens and residents of Malaysia possessing a valid National Registration Identity Card (NRIC) (for Malaysians) or passport (for non-Malaysians).
- 3.2** Full name and NRIC number or passport number stated under the valid contract of purchase and for the registration of vehicle must be the same as the full name and NRIC number or passport number submitted by you during Online Booking via the Online Booking Platform.
- 3.3** The Online Booking is non-transferable except to your next-of-kin provided that the necessary supporting documents as proof of relationship are furnished to Authorised Dealer(s) and subject always to MMM's or the Authorised Dealer(s)' approval at its sole and absolute discretion.

4. Refund Policy

- 4.1** In the event you wish to cancel the Online Booking, you are advised to refer the matter in writing to your selected preferred Authorised Dealer(s) for your booked vehicle ("**Request of Official Cancellation**").
- 4.2** The refund of Booking Fee will be made to you in full based on the Booking Fee already paid by you (subject to confirmation of bank(s)' clearance by Authorised Dealer(s)) provided that the Authorised Dealer(s) has received your written Request of Official Cancellation. The refund of Booking Fee will be made to you within sixty

(60) working days from the date of receipt of your written Request of Official Cancellation.

- 4.3** In the event you are unable to contact your selected preferred Authorised Dealer(s) for any reason whatsoever, you are advised to immediately contact MMM at contactus@mitsubishi-motors.com.my.

5. Vehicle Price, Specifications & Images

- 5.1** The vehicles prices displayed are estimates of the vehicle purchase price (excluding insurance) to be paid by you to your selected preferred Authorised Dealer(s) for the purchase of the vehicle ("**On-The-Road Price**"). The vehicles prices displayed are not binding upon MMM and the Authorised Dealer(s) and are subject to the execution of a valid contract of purchase. Modifications to your configuration or selection of vehicle may also lead to price variations.
- 5.2** Information used to calculate the estimated On-The-Road Price may originate from third-party sources, and absolute accuracy cannot be guaranteed. The vehicles prices may also vary depending on whether the vehicle is purchased in a taxed or tax-free zone, for example, Langkawi and Labuan.
- 5.3** Vehicle images displayed are intended for illustrative purposes and may include accessories, special features or equipment that are not part of the standard delivery specifications. Kindly confirm the vehicle specifications with your preferred Authorised Dealer(s) before signing any contract of purchase. To the extent permitted by applicable laws, MMM and the Authorised Dealer(s) disclaim any responsibility or liability whatsoever for any reliance on the information published here, Online Booking Platform and MOS.

6. Others

- 6.1** The Terms and Conditions for Online Vehicle Booking via MOS contained herein shall be governed by and construed in accordance with the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction.
- 6.2** MMM, its affiliated companies and Authorised Dealer(s), and their respective employees, officers, directors shall not be liable in anyway whatsoever and howsoever for : (a) any costs and expenses incurred by you; (b) any sort of technical failure on the Online Booking Platform or payment of Booking Fee; (c) intervention by any unauthorised parties on the Online Booking Platform; (d) electronic or human errors in the administration of the Online Booking Platform and/or processing of Booking Fee; and (e) any Booking Fee that is lost, stolen, wrongly paid or not received by MMM or Authorised Dealer(s).
- 6.3** By accessing or using the Online Booking Platform, you undertake that you will not bring any claims, actions or proceedings against MMM, its affiliated companies and Authorised Dealer(s), and their respective employees, officers, directors whether in contract or otherwise and MMM, its affiliated companies and Authorised Dealer(s), and their respective employees, officers, directors shall not be liable for any liabilities, claims, losses, damages, costs and expenses.

- 6.4** MMM will not be liable for any direct, indirect, punitive, incidental, consequential or any other losses or damages resulting from the use or inability to use the Online Booking Platform or unauthorised access to the same. All use of this Online Booking Platform shall be at your own risk.
- 6.5** MMM shall not be in default of any of its obligations hereunder if the failure or delay to perform the obligations is due to any event beyond MMM's control, including without limitation, failure of a portion of the power grid, failure of the Internet, natural disaster, war, riot, insurrection, epidemic, pandemic, strikes or other organized labour action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 6.6** MMM does not warrant or represent that the provision of the Online Booking Platform will be uninterrupted, error-free, or completely secure though MMM will ensure reasonable measures are taken to maintain accuracy of all data presented. To the extent permitted by applicable laws, MMM disclaims any and all warranties including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by applicable laws, all services are provided on an 'as is' basis.
- 6.7** MMM reserves the right to add, vary, modify or delete any of these Terms and Conditions for Online Vehicle Booking via MOS at any time and from time to time.