

BuyBye Inspect - Inspection Service Terms

BUYBYE SDN BHD (Company No. 1371070-A) (“BuyBye”) operates an online website which connects car Sellers and Buyers by allowing sellers to list their used cars up for bidding and buyers may browse the website and participate in online car bidding at anytime, anywhere. BuyBye also provides Pre-Purchase Vehicle Inspection services on its website as part of its services (“BuyBye Inspect”).

By booking a vehicle inspection with Buybye Inspect, you agree to the following terms and conditions regarding the BuyBye Inspect service:

Fees, Cancellation and Exclusions:

1. In consideration of BuyBye Inspect providing you with vehicle inspection services, including the provision to you of an inspection report (“Report”), you agree to pay the applicable fees as set out on the where the service is made available for purchase by you.
2. Fees may be varied by BuyBye Inspect from time to time by posting the revised fees and charges where the service is made available for purchase by you.
3. BuyBye Inspect requests that you use your best endeavours to provide not less than twenty-four hours’ notice if you intend to cancel an inspection booking. In the event that you cancel the inspection with equal to or more than 24 hours’ notice, you will be entitled to a full refund. In the event that you cancel the inspection with under 24 hours’ notice, you will be entitled to a refund provided that BuyBye Inspect reserves its right to charge a cancellation fee.
4. BuyBye Inspect reserves the right not to undertake a vehicle inspection for any type of vehicle or other item, in which case you will be entitled to a refund.
5. BuyBye Inspect do not assemble, erect, dismantle or disturb any structure, fixture, assembly, component or internal/external mechanisms as part of the inspection process. Where applicable, BuyBye Inspect do not connect the vehicle to any form of power source. BuyBye Inspect require the vehicle being inspected to be located and assembled on a safe and level surface with walking space distance around the perimeter of the vehicle. In the event that some of these conditions cannot be met, BuyBye Inspect reserves the right to cancel the inspection and provide a full refund if more than or equal to 24 hours notice of planned inspection time. In the event that some of these conditions cannot be met, and there is less than 24 hours notice of

planned inspection time, you (the purchaser) accept that BuyBye Inspect may not be able to perform a complete inspection.

Inspection Process:

Following completion of payment for an inspection service, an inspector will contact the owner of the vehicle to arrange a time to conduct the inspection and confirm the location of the vehicle.

Pre-Purchase Inspection Report:

1. The inspection of any vehicle undertaken by BuyBye Inspect is VISUAL and non-mechanical only and BuyBye Inspect will not be responsible for any defects that are latent discovered which were not visually apparent during the inspection. The inspection will specifically not cover the items set out in Annexure 1. No removal of parts or components is undertaken during the inspection process. You acknowledge that while BuyBye Inspect's inspectors use accepted methods for fault detection, these methods will not necessarily identify all faults with a vehicle. You should consider the age and condition of the vehicle at the time of inspection and any Report should be reviewed in this context.
2. The Report provided by BuyBye Inspect to you is only current as at the time it is issued. It is your responsibility (as a buyer) to conduct a visual inspection of the vehicle at the point of sale as BuyBye Inspect can only advise on the condition of the vehicle at the time of inspection. The report is not a roadworthy certificate and cannot be used as a roadworthy certificate – you should contact the road transport authority in your local council for road worthy certificate requirements, if any.
3. Where a road test is included as part of any inspection, you must ensure that the vehicle has sufficient petrol to undertake the test. BuyBye Inspect will not undertake a road test on any vehicle which appears, as determined by the inspector, not to be in a roadworthy condition or if the vehicle is not registered in the relevant state. Vehicles are only road tested to speed limit of local area.
4. You should consider the age and condition of the vehicle at the time of inspection and any Report should be reviewed in this context. Subject to all applicable laws, BuyBye Inspect does not provide any warranty regarding the nature, reliability, accuracy or completeness of any information contained in the Report or the fitness of the information contained in the Report for any purpose intended.
5. BuyBye Inspect does not check for any manufacturer recall notices and the obligation is on you to check that the vehicle is not subject to a recall notice.

6. Notwithstanding the result of any inspection, BuyBye Inspect does not guarantee that the vehicle inspected would pass a road authority inspection.

Your Responsibilities:

1. The inspection will be undertaken at the location notified by you (or the relevant vehicle seller) to BuyBye Inspect. It is your responsibility to arrange for your vehicle to be at the inspection location at the time of the booking or to procure that the vehicle seller makes available his or her vehicle at the inspection location at the time of the booking.
2. The Report is prepared and provided by BuyBye Inspect for the person named on the report and you must not provide the Report to any third party, except with Buybye Inspect's prior written consent. BuyBye Inspect may allow you to publish the Report on a carsales Network website in association with an item listing.
3. If the Inspection undertaken by BuyBye Inspect is a pre-purchase inspection, the purchaser is responsible for undertaking searches of public records in relation to the vehicle, for example to determine if the vehicle is subject to a security interest, the vehicle has been total loss or the chassis or engine number of the vehicle is inauthentic or any other matter. BuyBye Inspect will also not be responsible for verifying the accuracy of the vehicle mileage as indicated by the vehicle's odometer.
4. You must provide the BuyBye Inspect inspector with any material information that you have or that you are aware of in relation to the vehicle which is the subject of the inspection. For example, the vehicle's service history, if the vehicle is unregistered (and if not, the reason for it being unregistered), any major mechanical repairs undertaken on the vehicle or if the vehicle has suffered structural damage due to its involvement in a collision. BuyBye Inspect relies on the complete disclosure of this information from you and the accuracy of any such information and will not be responsible if the Report is inaccurate due to any information provided by you being inaccurate.
5. You understand that the Report is not and should not be considered to be a recommendation to purchase or not to purchase a vehicle. The decision to purchase a vehicle is your own having regard to such matters as you consider relevant having regard to your own circumstances and your own investigations and enquiries.

Liability

1. Other than as set out in this clause, and to the full extent permitted by law, all rights, remedies, conditions, guarantees and implied and express warranties in respect of any goods or services provided by BuyBye Inspect are HEREBY EXCLUDED.
2. To the full extent permitted by the law, BuyBye Inspect will only be liable to you:

pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and that cannot be excluded PROVIDED THAT, to the full extent permitted by law, any such liability of BuyBye Inspect is limited, at BuyBye Inspect's option, to
 - (A) replacing or repairing the relevant goods
 - (B) supplying goods equivalent to the relevant goods,
 - (C) supplying the relevant services again; or
 - (D) paying the cost of such replacement, repairs or supply
Except to the extent that liability cannot be excluded under the law, BuyBye Inspect, will not be liable to you for claims arising out of or in connection with your access and use of the BuyBye Inspect Website, the Buybye Inspect Service and related services whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute.
3. To the full extent permitted by law, BuyBye Inspect will not be liable to you for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage. BuyBye Inspect will not be responsible for the terms of any transaction between you and any person in relation to any vehicle inspected by BuyBye Inspect or for resolving any dispute between you and any person.
4. You agree to indemnify Buybye Inspect against any liability, loss, claim or demand if carsales (or any of its officers, representatives, employees or agents) suffers any loss or damage or incurs any cost in connection with a breach by you (or any of its officers, representatives, employees or agents) of these terms and conditions.

General

For the purposes of this section, the term BuyBye Inspect will mean BuyBye Sdn Bhd, its related bodies corporate and each of their officers, employees, contractors and agents, whether individually or collectively.

These terms and conditions will survive the expiration or termination of this agreement.

Intellectual Property: All Intellectual Property Rights in the BuyBye Inspect services are vested in BuyBye Inspect and there is no assignment of Intellectual Property Rights in any materials provided by BuyBye Inspect to you as part of the provision of services to you. For the purpose of this clause, "Intellectual Property Rights" means all rights in present and future registered and unregistered copyright, trademarks, designs, patent, semi-conductor or circuit layout rights resulting from intellectual activity in the electronic, industrial, scientific, literacy or artistic fields. BuyBye Inspect retains all rights to the Report and the data contained in it and provides any Report subject to the terms of these terms and conditions. Nothing in this clause will operate to limit or restrict BuyBye Inspect's rights in relation to the data contained in any Report for purposes other than for providing you with a Report.

Termination: Either party may terminate this agreement by immediate written notice to other if the other party breaches any of these terms that is not capable of remedy or if the other party breaches any of these terms that is incapable of remedy and the other party fails to remedy such breach with 14 days written notice.

Matters outside Buybye Inspect's reasonable control: BuyBye Inspect will not be liable for any delay in performing, or any failure to carry out an inspection to the extent that such delay or failure results from events or circumstances outside its reasonable control.

Privacy: BuyBye Inspect collects, holds and discloses your personal information (such as your name, address, email address and vehicle details) in accordance with the BuyBye Inspect's Privacy Policy.

Amendment: Buybye Inspect may at any time modify or amend the terms and conditions upon which BuyBye Inspect's services are supplied to you by publishing any change via notice on the BuyBye Inspect website or in any other place where the services are made available for purchase, provided that you may terminate this Agreement on 7 days' notice should any change materially impact your use of the this service.

Governing Law: This Agreement is governed by and construed in accordance with the laws of Malaysia and each party irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.

Annexure 1 – Excluded Items

Cars

- a) Brake function and lining material, brake drums, limited to what is immediately visible
- b) Evidence of brake fluid contamination/hydraulic fluid
- c) Anti-lock braking system (ABS) mechanics
- d) Meters indicating oil and fuel consumption or the degree of oil and fuel consumption
- e) Reason for oil leaks
- f) Oil pump strainer to assess sludge build up
- g) Wheel cylinders
- h) Vehicle electrics and electronics
- i) Transmission mechanics
- j) Engine cylinder compression
- k) Engine mountings
- l) Water pump/fan
- m) Body water leaks or reason for leaks
- n) Odometer and camshaft belt, drive belt and timing belt;
- o) Estimated expiry of exhaust system, clutch, dual mass flywheels
- p) Standard to which repairs or service history have been completed
- q) Functionality of audio-visual or entertainment system including CD, Cassette, TV, DVD, iPod connectivity, sensors, alarm/security devices, satellite navigation systems/GPS
- r) Degree of gas emissions
- s) Catalytic converters
- t) Additional accessories included as a result of owner's modifications
- u) Mechanical switching of wipers and lights
- v) LPG systems
- w) Air conditioning efficiency
- x) Status of habitation areas of motorhomes or caravans
- y) Vehicle's computer systems, such as trip meter computers, cruise control and any other computer systems
- z) Technical systems

Annexure 2 - Pre-Purchase Centres

BuyBye Inspect services are now available at any used car dealerships. We also provide door-to-door services to car owners based in Klang Valley to carry out pre-purchase inspection.