

HINO MEMBERSHIP AGREEMENT

HINO MOTORS SALES (MALAYSIA) SDN BHD (Company No.: 198901010561) is a company incorporated in Malaysia and having its registered address at Lot P.T. 24, Jalan 223, Section 51A, 46100 Petaling Jaya, Selangor, Malaysia.

The terms and condition herein shall govern the enrolment to HINO Membership Program, by persons who subscribe to HINO Membership Program (hereinafter referred to as "the Member") and the Member hereby agree as follows:

Term

This agreement shall commence upon the membership date and shall be effective for 7 years unless terminated earlier due to the following reason:

- (a) HMSM, may terminate forthwith this Agreement at any time without notice in writing assigning any reasons thereof or at any time by HMSM giving notice in writing to the Member for any one or a combination of the following reasons:
 - i. In the case of the legitimate interests of HMSM actually or possibly being injured by the Member, in the absolute discretion of HMSM.
 - ii. In the case of the Member failing to observe or perform any provision or purpose of this Agreement.
 - iii. In the case default or delay on the part of the Member in making payment of any money due to HMSM and such default or delay has continued for thirty (30) days after written notice thereof has been given by HMSM to the Member specifying such default.
 - iv. In the case dissolution, liquidation or other insolvency of the Member, or the Member has a Petition of Winding-Up or Bankruptcy pending against Member in a Court of Law.
 - v. In the case of license requisite for the operations of the Member's business having expired or being refused, suspended terminated or withdraw by the appropriate issuing authority.

The Membership

1. The Member will be provided a Windscreen Sticker as a proof of membership. The Member shall ensure that the Windscreen Sticker are place properly on the windscreen of the HINO Vehicle throughout the warranty recovery / extension period. Any missing or damage Windscreen Sticker shall be informed to HMSM's workshops or HINO Authorized Dealers nationwide for a replacement.
2. The member shall activate the membership annually at HMSM's workshops or HINO Authorized Dealers nationwide to enjoy the benefits under HINO Membership Program.
3. The membership is applicable for all body application except tipper, mixer and dumper.
4. In the event that there is an ownership change within the validity period of HINO Membership, the new owner shall notify HMSM in writing of such changes.

Type of Membership

Membership Fees (One-off)	RM 10.00		RM 600.00		RM 600.00		RM 1200.00	
	Standard		Standard Plus		Premium		Premium Plus	
Benefits	LCV	MCV	LCV	MCV	LCV	MCV	LCV	MCV
Extended warranty up to 7 years or 300,000km	√				√			
Extended warranty up to 7 years or 500,000km		√				√		
Extended warranty up to 7 years or unlimited mileage			√	√			√	√
Exclusive promotion for membership	√	√	√	√	√	√	√	√
Brake lining / disc pad replacement FOC for every 60,000km					√	√	√	√
Support towing fees (once a year up to RM500.00)					√	√	√	√
Invitation o HTSCC Driver Contest and win a prize					√	√	√	√

5. Premium membership entitle for any promotions limited to members only.
6. Premium membership entitle to the following privileges:
 - (a) Free brake lining / disc change at every 60,000km up to warranty mileage or seven (7) years whichever comes first as above table.
 - (b) Support towing service up to RM 500.00 once a year (*Towing back to HMSM's Workshops or HINO Authorized Dealers and subject to breakdown due to manufacturing defect only)
 - (c) Invitation to Premium Member limited events

Warranty Terms and Conditions

7. During the warranty recovery / extension period, the Member shall send the HINO Vehicle for service following the service interval at HMSM's workshops or HINO Authorized Dealers nationwide only:
 - (a) For LCV, service interval will be every 3 months or 10,000km whichever comes first
 - (b) For MCV, service interval will be every 3 months or 10,000km whichever comes first
8. During the warranty recovery / extension period, the Member shall use HINO genuine parts only.
9. In the event of breakdown, any repair for such breakdown shall be performed by HMSM's workshops or HMSM Authorized Dealers only.
10. Failure to observe the stated conditions shall result in the warranty being void.
11. Warranty will also be void if there is any non-genuine parts or modification found or any accident happen during the warranty recovery / extension period.

Warranty Coverage

12. Warranty provided under the warranty recovery / extension period will be as per terms stated in HINO Warranty Booklet and shall be limited to *HINO genuine parts only.
*However, in the event if any non-HINO genuine parts used in the Member's HINO Vehicle prior to the warranty recovery / extension period and cause damages to HINO genuine part during the warranty recovery / extension period, such HINO genuine part shall not be covered under the warranty herewith.

Use of Personal Information

13. The Member is deemed to have consented to HMSM Privacy Policy that is available and can be view in HMSM website <https://www.hino.com.my/privacy-notice>.

Compliance with Law

14. Parties in this contract shall comply with all applicable laws, rules, regulations, guidelines and/or any directives of any relevant authorities as updated and amended from time to time.

Limitation of Liabilities

15. HMSM shall not be liable to any compensation for the following:
 - (a) Inability to perform any Periodic Maintenance or Repair Maintenance due to technical issues or force majeure events including but not limited to acts of Gods, war, act of terrorism, acts, orders, instructions and recommendations of government, riots, military action, landslides, fire, earthquakes, floods, washouts, lightning, storms and tempest, inclement weather and/or any disease or pandemic.
 - (b) Any loss or damage suffered as a result of, or in connection of the HINO Membership Program howsoever arising, including but not limited to any loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise.

Entire Agreement

16. This Agreement contains the entire agreement of the parties on the subject matter hereof and shall only be modified, amended, supplemented or nullified in writing by an instrument executed by the duly authorized representatives of the Parties.

Severability and Invalidity/Unenforceability

17. If any provision of this Agreement shall be judged invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity, enforceability or operation of any other provision of this Agreement except so far as shall be necessary to give effect to the construction of such invalidity or unenforceability and any such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting in any way the validity or the balance of this Agreement.

Transfer / Assignment Prohibited

18. No right or interest in this Agreement shall be assigned, transferred or delegated to any other party by the Member without the prior written consent approval of HMSM. Any assignment, transfer and/or delegation without such prior written consent of HMSM shall be null and void.

Inconsistencies

19. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the HINO Membership Program, these Terms and Conditions shall prevail.

Settlement of Dispute

20. Any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination, and which cannot be settled amicably shall be referred to, and finally resolved by, arbitration in accordance with the Rules of the Asian International Arbitration Centre (AIAC) which rules are deemed to be incorporated by reference to this Article.
- (a) Any arbitration proceedings shall take place in Kuala Lumpur.
 - (b) The arbitration proceeding shall be conducted in the English language.
 - (c) The award of such proceeding shall be final and binding on the Parties.

Nothing in this Article shall limit either Party's right to seek to enforce rights arising from this Agreement and /or injunctive relief in appropriate circumstances in a court of competent jurisdiction.

Governing Law and Jurisdiction

21. These Terms and Conditions shall be governed by the laws of Malaysia and the Member is deemed to have agreed to submit to the exclusive jurisdiction of the Malaysia Courts.