

CARSOME SDN BHD (“CARSOME”) TERMS AND CONDITIONS OF PURCHASE

(w.e.f. October 11, 2022)

1. GENERAL

- 1.1 These are the terms and conditions for vehicle purchase (“Terms”) of Carsome Sdn Bhd (Company No: 1101954-M). Carsome manages an online automotive platform (“Platform”) to facilitate the sale and purchase of vehicle in Malaysia.
- 1.2 These Terms are available on request and on Carsome’s website at <https://www.carsome.my/faqs#sell>. By agreeing to sell your vehicle to us and/or signing the Bill of Purchase, you agree to comply with and be bound by these Terms.
- 1.3 Carsome shall be primarily providing services relating to the sale and purchase of vehicles in accordance with their business plans on sound commercial profit-making principles so as to generate the maximum achievable maintainable profits.
- 1.4 The Seller acknowledges and agrees that in participating and entering into any sale and purchase of vehicles pursuant to the Terms hereunder, Carsome will be using and relying on the information provided by the Seller in respect to the sale and purchase of vehicles, and as such the Seller shall assume responsibility for the accuracy or completeness of the said information.

2. DEFINITIONS

“Bill of Purchase”	means the Bill of Purchase issued for the purchase of the Vehicle;
“Business Days”	means a day (excluding gazetted public holiday, Saturday and Sunday) on which government offices and banks are open for business in Malaysia;
“Buyer”	means the individual, entity and/or party contracting with Carsome to acquire the good and services supplied under these Terms;
“Carsome”	means Carsome Sdn Bhd (Company No. 1101954-M), a company incorporated in Malaysia under the laws of Malaysia and having its principal place of business at D-3-8, Parklane Commercial Hub, Jalan SS7/26, Kelana Jaya, 47301 Petaling Jaya, Selangor, Malaysia;
“Carsome’s Premise”	means D-3-8, Parklane Commercial Hub, Jalan SS7/26, Kelana Jaya, 47301 Petaling Jaya, Selangor, Malaysia or any such other premises and/or location so designated by Carsome;
“Commercial Vehicle”	means any Vehicle used to transport goods or passengers for the profit of an individual or business;
“Documents”	means Registration Card, E-batal, Manual Thumbprints document and any other documents required by Carsome for the purpose of the Purchase;
“Inspection”	means the inspection of the Vehicle conducted or to be conducted by Carsome at Carsome’s Premise;
“Parties”	means collectively, Carsome, the Seller and the Buyer (if applicable);
“Purchase”	means the purchase of the Vehicle by Carsome from the Seller by signing the Bill of Purchase, Vehicle Collection Checklist, Delivery Acknowledgement, together with any documents as advised by Carsome from time to time or any schedule and/or appendices attached together thereto, whichever applicable;

“Purchase Price”	means the sale price of the Vehicle as stipulated under Vehicle Details in the Bill of Purchase;
“Registration Card”	means the original car registration certificate of the Vehicle;
“Seller”	means the party whose particulars and information are as stipulated under Seller Details in the Bill of Purchase;
“Seller Warranties”	means all the warranties by the Seller to Carsome as set out in Clause 7 below;
“Tampering”	means duplicating, altering, removing or making inoperable any system, device, automotive parts, and/or vehicle component related to a Vehicle, whereby by doing so renders the Vehicle unsellable pursuant to the Terms herein; and
“Vehicle”	means the vehicle including any Commercial Vehicle which particulars are as stipulated under Vehicle Details in the Bill of Purchase;

3. SALE AND PURCHASE OF VEHICLE

- 3.1 The Seller hereby sells and Carsome hereby purchases the Vehicle at the Purchase Price and upon the terms and conditions set forthwith.
- 3.2 The Parties acknowledge and agree that the Purchase Price of the Vehicle is:
- (a) offered by Carsome to the Seller after the Inspection and reliant upon the Seller’s representation and warranties as stipulated under Clause 7 below; and
 - (b) agreed upon by the Parties on a willing buyer willing seller basis.
- 3.3 Subject to Clause 4 of these Terms and unless otherwise agreed by Carsome, the payment term shall be on the Date of Delivery (see definition below) or two (2) Business Days from the Date of Delivery, whichever is applicable, subject to any required deductions/payment hold.
- 3.4 Notwithstanding anything to the contrary contained within these Terms, the Seller agrees that Carsome is entitled, to the extent permitted by law, to set off any moneys which may at any time be payable by the Seller to Carsome on any account against any moneys which may be payable by the Seller to Carsome pursuant to these Terms.
- 3.5 The Purchase Price shall be paid by Carsome to the Seller, subject to any deduction, in either one lump sum cash payment, partial payment, online banking payment or any other suitable payment method as mutually agreed or communicated between the Parties and as per the payment term in Clause 3.3 PROVIDED that:
- (a) the Seller having delivered and upon Carsome having received and accepted the possession of the Vehicle;
 - (b) The Seller having paid all required payment and executed all the necessary documents to transfer the ownership of the Vehicle in favour of Carsome; and
 - (c) the ownership of the Vehicle having duly registered unto Carsome’s name,
- failing which, the Purchase Price shall be paid on a later date upon the satisfaction of all the conditions abovementioned, subject always to Clause 4 below.

4. DEPOSIT OF DOCUMENTS AND TRANSFER

- 4.1 Prior to and/or simultaneously upon the issuance of the Bill of Purchase, the Seller shall deliver and deposit with Carsome the following documents:

- (a) the required payment, vehicle transfer form and such other documents for the purpose of effecting the transfer of the Vehicle in favour of Carsome, free from all encumbrances;
- (b) the original car registration certificate of the Vehicle ("Registration Card"); and
- (c) if the Seller is an individual, a copy of the Seller's identity card or passport.

The conditions above shall hereinafter constitute and referred to as "Conditions Precedent".

- 4.2 In the event the Seller is a body corporate, two (2) sets of the latest Forms 9, 13, 24, 44 and 49; Memorandum of Association and Articles of Association (or Constitution); directors' identity card or passport; and the Seller's board of directors' and members' resolution (a) authorising and approving the disposal of the Vehicle in accordance with these Terms; (b) appointment of the authorised signatory to act for and on behalf of the Seller and for execution of the documents for the Purchase. The aforementioned documents must be duly certified by the company secretary.
- 4.3 In the event the Seller is an authorised representative acting on behalf of the registered owner, the Special Terms below shall be applicable.
- 4.4 Unless otherwise agreed by Carsome, the date of the fulfilment of the Conditions Precedent will be the "Date of Delivery".
- 4.5 Transfer of ownership of the Vehicle shall be effected by Carsome on the Date of Delivery (whenever applicable). In the event such transfer of ownership cannot be effected for any reason whatsoever on the Date of Delivery, Carsome shall use its best endeavour to effect the transfer as soon as may be practicable.
- 4.6 Unless otherwise agreed by Carsome, Carsome is entitled to charge the sum stated in the Bill of Purchase upon a successful sale of the Vehicle ("Handling Fee").
- 4.7 Seller may request Carsome to perform the necessary inspection by Puspakom Sdn Bhd ("PUSPAKOM") or other necessary services and/or action to complete the transfer of the ownership of the Vehicle ("Additional Services"). Carsome will charge the costs and disbursement incurred by Carsome to perform the Additional Services ("Additional Services Fees") and the payment term of the Additional Services Fees shall be within three (3) days of being notified by Carsome.

5. DOCUMENTS PENDING

- 5.1 Notwithstanding anything aforementioned in these Terms, Carsome reserve its right to automatically hold the payment as stipulated in the Bill of Purchase for each pending document requested by Carsome to the Seller until all pending documents have been submitted to Carsome.
- 5.2 In the event whereby the Seller fails to submit the following documents ("Documents") after five (5) days from the date of such document(s) being requested or on the Date Hereof:
 - (a) Registration Card;
 - (b) E-Batal (whereby E-Batal was not released);
 - (c) Thumbprint (whereby manual thumbprint was not given); and/or
 - (d) any related documents to complete the sale transaction under these Terms;

Carsome reserves its rights to forfeit the amount stipulated in Clause 5.1 for each Documents pending listed herein without any prior notice to the Seller, without prejudice to Carsome's rights under Clause 9 of these Terms.

6. DELIVERY OF POSSESSION

- 6.1 The possession of the Vehicle shall be delivered by the Seller to Carsome at Carsome's Premise on the Date Hereof.
- 6.2 In the event whereby the Seller refuses or does not deliver the Vehicle at the original location of Carsome's Premise whereby the first inspection by Carsome was conducted ("First Inspection"), Carsome is entitled to charge the transportation cost as stipulated in the Bill of Purchase ("Transportation Costs").
- 6.3 For avoidance of doubt, the Seller will not be charged any Transportation Costs if the Vehicle is delivered to the First Inspection's location after the Vehicle has been successfully bidden or purchased by Carsome or any other third party.

7. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 7.1 The Seller hereby warrants and represents to Carsome that:
 - (a) the Vehicle is free and clear from any liens, loans and encumbrances, including but not limited to any police report, seizure order and/or court order;
 - (b) the Vehicle is free and clear from any fines, penalties, taxes, related charges and any other costs occasioned by violations of the law;
 - (c) the Seller is the rightful and beneficial owner of the Vehicle and the Vehicle is not a stolen vehicle;
 - (d) in the event the Seller is not the registered owner of the Vehicle, the Seller shall notify Carsome and the details of the registered owner shall be as detailed in the Bill of Purchase;
 - (e) The Seller has the full power, right and authority to enter into the Purchase transaction and the Purchase of the Vehicle will not breach any provision and/or covenant with any other third party;
 - (f) the Vehicle has not been involved in any major road accident, illegal activities, classified as a total loss or beyond economical repair ("BER") vehicle and/or installed with any illegal parts/accessories thereon;
 - (g) any reports or records of the Vehicle lodged with any public authorities and insurance company, whether resolved and/or unresolved, has been duly informed and handed over to Carsome;
 - (h) the Vehicle is roadworthy and there are no material and latent defects in the Vehicle and/or has conditions which will adversely affect the value of the Vehicle;
 - (i) the Vehicle is as per the conditions stated in the Bill of Purchase and Vehicle Collection Checklist;
 - (j) the Vehicle has not been altered and/or tampered, including but not limited to the odometer, frame and structure without the written consent of relevant authorities and/or manufacturer of the vehicle;
 - (k) in the event of past substantive changes to the licensing status of the Vehicle prior to the Purchase, the Seller shall be obligated to inform Carsome of such changes before or during Inspection in addition to providing to Carsome with all the necessary and related supporting documents;
 - (l) in the event the Seller decides to list their Vehicle on Carsome's bidding Platform and successfully procures a qualified bidder who is interested in purchasing the said Vehicle,

the Seller warrants that they shall not cancel, reverse or change their decision to sell the Vehicle after accepting and confirming a bid;

- (m) neither the Seller, its affiliates, nor any of their respective officers, partners, agents, representatives, employees or parties in interest has (i) in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid, or any bid other than a bona fide bid, in connection with the sale of any Vehicle subject to these Terms, or (ii) in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices, or to fix any profit or cost element of the bid price or the bid price of any other bidder at the sale of any Vehicle resulting in Seller being the highest bidder or to secure any advantages against Seller;
- (n) neither Seller nor any of its representatives has entered into any form of collusive arrangement with any person or entity including any Qualified Bidder which directly or indirectly has to any extent lessened competition between the Seller and any other person or entity for the sale and purchase of any Vehicle via Carsome's Platform; and
- (o) the Seller shall carry out all obligations of the Seller pursuant to the Terms in good faith, complete cooperation, fairly and with honesty.

The abovementioned representations and warranties shall be collectively referred to as "Seller Warranties". In the event that the Seller has executed a SPDCA (as defined below) with Carsome, then the additional representations and warranties contained within the SPDCA and/or any terms and conditions pursuant to the SPDCA ("SPDCA Warranties") shall be cumulative and shall be construed in a manner consistent with Clause 7 of these Terms. For the avoidance of doubt, The SPDCA Warranties are in addition to, and not in lieu of, any other warranties and representations provided in these Terms.

- 7.2 The Seller acknowledges that Carsome has agreed to the Purchase in reliance upon the Seller Warranties and the Seller Warranties forms the basis of Carsome's obligations to purchase the Vehicle. If any of the Seller Warranties shall at any time hereafter be found to have been untrue, incorrect or inaccurate in any material respect and not rectifiable, and in such event and notwithstanding anything to the contrary herein contained and without prejudice to any of other rights and remedies of Carsome herein or under the laws, Carsome shall have the right to terminate the Purchase and the Seller shall refund the Purchase Price immediately within three (3) Business Days upon demand, plus the additional thirty per centum (30%) of the Purchase Price as the agreed liquidated ascertained damages. The aforesaid Carsome's remedies are without prejudice to its rights under the laws against the Seller in relation to the Purchase.
- 7.3 The Parties hereby acknowledges that any insurance coverage, license, tags, licence plates or registration maintained by the Seller on the Vehicle shall be cancelled upon delivery of the same to and the acceptance of the same by Carsome.
- 7.4 The Seller acknowledges and agrees that he/she has the obligation and duty to check and resolve any legal issues and/or outstanding summon(s) by any relevant authorities, including but not limited to e-hailing issues, Malaysian Road Transport Department ("JPJ") and/or Royal Malaysia Police ("PDRM") prior to the delivery of the Vehicle to Carsome.
- 7.5 Pursuant to Clause 7.4 abovementioned, in the event whereby there is any outstanding amount to be made to relevant authorities, the Seller agrees that:
 - (a) Seller shall settle any outstanding herein immediately upon demand; and
 - (b) Carsome have the absolute right to demand and/or recover the same amount by engaging the Seller through any legal means.
- 7.6 Notwithstanding anything to the contrary, the Seller agrees that the status and the condition of the chassis and engine of the Vehicle are as represented by the Seller and the final status and condition of the chassis and engine shall be decided and verified by PUSPAKOM and/or any

relevant authorities. For the avoidance of doubt, any Vehicle that fails the relevant PUSPAKOM inspections for whatever reason shall no longer be subjected to sale and shall be withdrawn from Carsome's Platform and/or premises before being returned to the Seller.

- 7.7 Carsome reserves its right to recover and collect all amounts paid to the Seller upon any rejection made by PUSPAKOM and/or any relevant authorities, howsoever related.
- 7.8 The title of the Vehicle shall be transferred to Carsome upon completion of the Purchase, whereas the transfer of risk shall be upon the clearance of PUSPAKOM's inspection and/or any inspection by relevant authorities performed by Carsome and/or the Buyer.
- 7.9 In the event of an Overpayment to the Seller in relation to the Purchase Price for whatever reason, the Seller agrees and covenants to refund any and all additional monies due to Carsome within seven (7) days upon being notified by Carsome. For the avoidance of doubt, "Overpayment" means payment in excess of the required sale fee as prescribed by the Bill of Purchase.
- 7.10 In the event the Seller engages a Third Party to receive payment for any Purchase on behalf of the Seller for whatever reason, the Seller shall be responsible and liable for any Overpayment made to the Third Party by Carsome. "Third Party" means any person or entity other than the Seller or Carsome.
- 7.11 The Seller acknowledges and agrees that Carsome has no obligation whatsoever to provide the Seller with a formal declaration stating and/or indicating the BER status of any Vehicle, upon the discovery of a Vehicle's BER status, Carsome shall notify the relevant Seller via written notice or email, and this shall be deemed sufficient.

8. TAMPERED VEHICLE

- 8.1 Seller agrees in the event the Vehicle, fails any of PUSPAKOM inspections and/or other required inspection or testing required under the law, the Seller shall comply with Clause 9.2 of these Terms. Notwithstanding anything to the contrary, Seller is aware that the said Vehicle may be seized and forfeited by the authorities due to the aforementioned circumstances ("Forfeiture") and agree not to hold Carsome liable for such seizure, forfeiture, damage and/or losses suffered by the Seller due to such Forfeiture.
- 8.2 Parties shall use their best endeavours to ensure that the Vehicle shall be stored securely in compliance with all applicable zoning regulations and at such location as not to cause a nuisance to either neighbours or the general public and shall use their best endeavours to prevent the Vehicle from being the subject of Tampering and/or unauthorised access in any manner.
- 8.3 The Seller authorises and consents to Carsome conducting further tests (as and when necessary) in an event a Vehicle is discovered to be a tampered vehicle, in order to determine the veracity of the said Tampering.
- 8.4 In the event, Carsome discovers a Vehicle that has been subjected to Tampering ("Tampered Vehicle"), Carsome shall firstly attempt to transfer the title and possession of Tampered Vehicle back to the Seller however, if Carsome is unable to do so for whatever reason then Carsome shall have the right to dispose of the Tampered Vehicle in any way that Carsome deems fit and the Seller agrees to compensate Carsome for the difference between the Purchase Price of the Tampered Vehicle and the monetary proceeds that Carsome has received from the disposal of the Tampered Vehicle in addition to the disposal cost and any applicable taxes incurred by Carsome in relation to the disposal of the Tampered Vehicle.
- 8.5 The Seller agrees to cooperate fully with Carsome in order to resolve any investigation or proceeding however so arising in connection with any Vehicle associated under these Terms.

9. TERMINATION

- 9.1 Carsome reserves the right to terminate the Purchase at any time immediately if any of the Seller Warranties are found to be untrue, false or inaccurate at any time before, during or after the time of delivery of the Vehicle or if the Seller breaches any of these Terms.
- 9.2 Upon termination of the Purchase, the Seller shall forthwith:
- (a) refund to Carsome all and any payment made by Carsome to the Seller (if any) and/or any payment made towards the account of the Purchase Price or part thereof; and
 - (b) make the payment of any losses or damages pursuant to these Terms (if applicable).

Premised on the above, Carsome shall return the Vehicle to the Seller's possession on an "as is" basis together with all the documents delivered and deposited by the Seller to Carsome pursuant to Clause 4.1 above. Notwithstanding anything to the contrary, the Seller is aware of the abovementioned Forfeiture and agree not to hold Carsome liable for such seizure, forfeiture, damage and/or losses suffered by the Seller due to such Forfeiture. The Seller shall co-operate with Carsome and bear all the costs for any action that is required to re-transfer the ownership of the Vehicle to the Seller. Carsome reserves the right to impose additional conditions for the return of tampered Vehicle to the Seller and/or not to release the Vehicle to the Seller if the Seller refuses to comply with the terms of the release of the Vehicle stipulated by Carsome.

10. INDEMNITY

- 10.1 The Seller shall indemnify and continue to keep Carsome fully indemnified, at any time prior and after the Purchase, delivery and transfer of ownership of the Vehicle to Carsome, from all demands, claims, liabilities, fines, losses, damages, costs and expenses whatsoever that may arise from or in connection with any act or default or delay or omission or non-performance on the part of the Seller in respect of the Vehicle under these Terms.
- 10.2 This Indemnity shall be binding on Seller's successors in title, representatives and assigns and is expressly intended to be and shall be a continuing indemnity whatsoever now or hereafter and will remain effective until Carsome claims under this indemnity has/have been fully satisfied.
- 10.3 In the event the Seller fails to settle all necessary payment that is due and payable to Carsome, Carsome shall have the right to impose a Late Payment Charges on the total outstanding at the rate of eighteen per centum (18%) per annum calculated on daily basis until the date of the full settlement.
- 10.4 Notwithstanding anything to the contrary and to the extent permitted by law, Carsome's total liability under these Terms and the Purchase (whether such liability arises under contract, tort, equity, statute or otherwise) for any loss, damage, and/or expense arising out of or in connection with its performance under these Terms, unless otherwise agreed between the Parties, shall be limited only to the Handling Fee in Clause 4.5 hereto. Under no circumstances shall Carsome be liable for (whether incurred directly or indirectly) any loss of profits, opportunity, revenue, goodwill, use, production, contracts, anticipated savings or any special, incidental, consequential, punitive or indirect loss or damage.

11. GENERAL

- 11.1 Any notice of demand or request to be given shall be in writing and shall be sufficiently given or made to the other by serving such letter at or sending such letter:
- (a) by hand or by registered post addressed to the others at the addresses stated herein or such other address as may from time to time be notified by the others for the purpose herein;
 - (b) by facsimile transmission addressed to the intended recipient thereof at its facsimile number stated thereof or at its facsimile number as may be notified from time to time; or

- (c) by electronic mail addressed to the intended recipient thereof at its electronic address stated herein or such other address as may from time to time be notified by the others for the purpose herein; and

if delivery by hand, e-mail/ or facsimile, shall be deemed to be received at the time of delivery and by posting, within two (2) days from date of posting, notwithstanding its subsequent return by the post office to Carsome.

- 11.2 If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to its other provisions and the remainder of the unaffected provision.
- 11.3 The Parties acknowledge that the existence and the terms of the Purchase shall be regarded as confidential information. The Seller shall maintain confidentiality of all such confidential information and the Seller shall not disclose any relevant confidential information to any third parties without obtaining prior written consent from Carsome.
- 11.4 The Seller agrees that in the event where Carsome is unable to perform its obligations under these Terms and the Bill of Purchase due to acts of God, strikes, natural disasters, diseases, epidemics, pandemics, government lockdowns, public health movement restriction order, equipment or transmission failure or damage beyond its reasonable control, or any other causes beyond its reasonable control, or any action taken by the Government of Malaysia which imposes restrictions or prohibitions of any kind, Carsome shall not be liable for any damages resulting from such failure to perform or otherwise from such causes.
- 11.5 Unless otherwise to the contrary, Carsome shall pay for the transfer of the Vehicle ownership pursuant to the Bill of Purchase.
- 11.6 Time, whenever mentioned herein, shall be of the essence.
- 11.7 Unless otherwise agreed by Carsome, these Terms shall be taken as read and construed as an essential part of the Purchase.
- 11.8 No failure or delay on the part of Carsome to exercise any rights hereunder will operate as a release or waiver thereof.
- 11.9 The Seller agrees that Carsome may assign, transfer, novate and can otherwise deal in any manner with all or any part of its rights, remedies, power, duties and obligations in relation to the Purchase to any person without the Seller's consent. These Terms shall be binding upon and inure for the benefit of Parties' successors in title.
- 11.10 The Seller undertakes that he/ she /it has read and understood Carsome's Privacy Notice at https://www.carsome.my/privacy_policy and irrevocably grant consent to Carsome to obtain and disclose the Seller's credit information, which may include the Seller's personal data, to any relevant third parties for the purpose of assessing the Seller's creditworthiness, collect payment due and payable to the Seller, discharge Carsome's obligations pursuant to these Terms and the Purchase, Carsome's enforcement of its right under these Terms and the Purchase and/or as may be required by any applicable law.
- 11.11 These Terms shall be governed by and construed in all respects in accordance with the laws of Malaysia and Parties hereby agrees to submit to the exclusive jurisdiction of the courts of Malaysia.
- 11.12 With the exception to the Service and Personal Data Consent Agreement ("SPDCA") and any terms & conditions for listing pursuant to the SPDCA, these Terms contains the entire understanding between the parties to the Purchase with respect only to the subject matter thereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

11.13 Carsome reserve the right to change, modify, add or remove these Terms or any part thereof, at any time by providing three (3) days written notice to the Seller of any such change and the Seller shall be bound by such change after the date upon which the variation shall take effect and by referring to the 'Effective Date' statement above. Carsome shall not be responsible for any damage suffered or sustained by the Seller in connection with the Seller's failure to understand the amended Terms.

Special Terms

Authorised Representative acting on behalf of the Registered Owner

1. In addition to Clause 3.4(a) and Clause 4 of the Terms, the Seller shall also provide:
 - (a) A valid Letter of Authorisation (template as advised by Carsome) from the registered owner of the Vehicle (“Letter of Authorisation”);
 - (b) An official statement of account of the Vehicle or an undertaking on the total redemption amount and loan settlement sum of the Vehicle (template as advised by Carsome) (“Undertaking”); and
 - (c) The registered owner’s thumbprint authentication for transfer of ownership of the Vehicle.

The aforementioned shall be collectively referred to as “Additional Conditions Precedent”.
2. Upon the fulfilment of the Additional Conditions Precedent, Carsome shall proceed to make the necessary arrangement to redeem or discharge the Vehicle from any encumbrances.
3. The Seller shall immediately notify Carsome if the registered owner intends to revoke or have revoked the Letter of Authorisation.
4. In addition to Clause 10 of the Terms, the Seller undertakes to indemnify and continue to keep Carsome fully indemnified for any action initiated by the registered owner at any time prior to and after the sale, delivery and transfer of ownership of the Vehicle to Carsome, for all demands, claims, liabilities, fines, losses, damages, costs and expenses whatsoever that may arise from or in connection with any act, default, delay, omission or non-performance on the part of the Seller in respect of the Vehicle.
