

Certificate of Entitlement (COE) Bidding Agreement

VENDOR'S NAME
(Addresses and details of Head Office and Branch Office)

THIS PURCHASER'S REQUEST AND AUTHORISATION TO BID FOR A COE AGREEMENT ("the Agreement") is made on the _____ between **Vendor's Name** (the "Vendor") on the one part, and _____ (Purchaser's Name) _____ of _____ (Address) _____, Singapore _____ (the "Purchaser") on the other part.

Whereas the Vendor carries on amongst other things, the business of selling and buying of motor vehicles in Singapore and, the Vendor has agreed to sell and the Purchaser has agreed to buy from the Vendor herein, a vehicle pursuant to the terms and conditions as set out in the Vehicle Sales and Purchase Agreement No. _____ with Make & Model _____ at a Total Purchase Price of vehicle inclusive of COE: SGD _____ (more particularly described in the said "Vehicle Sales and Purchase Agreement") and in conjunction with the said purchase, the Purchaser is requesting the Vendor to bid for a CERTIFICATE OF ENTITLEMENT (COE) IN CATEGORY "_____" under the _____ (Name of Promotion / Package) _____ Package, more particularly described under the Notes herein, for and on his, the Purchaser's behalf.

REQUEST:

1. The Purchaser has purchased a motor vehicle from the Vendor in accordance with the conditions of the Vehicle Sales and Purchase Agreement No. _____ and have requested that the Vendor bid for a COE on the Purchaser's behalf and in the Purchaser's name, in the category specified above subject to the terms and conditions herein. This request shall constitute an irrevocable formal authorization from the Purchaser to the Vendor to bid for COE on the Purchaser's behalf.

DISCRETION:

2. The request/authorization grants the Vendor the sole discretion to decide when to apply for a COE and the amount of Quota Premium payable in respect of each Application without incurring any liability to the Purchaser even if:-
 - (i) the amount of the bid results in the Application being unsuccessful; or
 - (ii) the amount of a successful Application is higher than the price of any subsequent COE.

NO LOSS:

3. The Vendor shall not be liable to the Purchaser for any loss or damage suffered by the Purchaser, including any delay in or failure to submit the Application or where the Application does not reach the correct recipient or is unsuccessful or rejected for any reason whatsoever (including but not limited to the Application having failed or was unsuccessful as a result of any failure to comply with any instruction, direction or requirement in respect of the Application, or any errors therein). Any claim in respect of such loss or damage is hereby waived by the Purchaser.

APPLICATION:

4. An Application for a COE will only be made upon signing of the Vehicle Sales and Purchase Agreement .
 - (a) Unsuccessful Application
 - (i) If the first Application is not successful, the Vendor will make another Application on the Purchaser's behalf for the category specified above. If both Applications are unsuccessful then the Vendor shall make up to a total of ___ Applications (inclusive of the failed application(s) in such category (including the Open Category) as the Vendor may at its absolute discretion consider appropriate. For the avoidance of doubt, the aforesaid ___ Applications in total need not be made in consecutive fortnightly bids or at such regular intervals as may be regulated by the Land Transport Authority; and
 - (ii) **In the event that the Vendor is unable to obtain a COE for the Purchaser notwithstanding the ___ Applications referred to in Clause 4(a)(i) above, the Vendor shall thereafter have no obligation**

whatsoever to obtain a COE on the Purchaser's behalf and the Agreement shall be terminated. Upon termination of the Agreement under this Clause, the Vendor shall refund to the Purchaser the Deposit free from interest and neither party shall have any claim whatsoever against the other. Any further request shall be based on fresh/new set(s) of terms and conditions to be agreed between the Purchaser and the Vendor.

(b) Successful Application

- (i) In the event of a successful Application the Purchaser shall (subject to Clause 9 below) reimburse the Vendor the amount of the Quota Premium for the successful Application less any amount which the Purchaser has paid for the Quota Premium under **Clause 6** as Deposit and utilize the COE to effect registration of the vehicle purchased from the Vendor. If however the Quota Premium is less than the amount previously paid for by the Purchaser as Deposit, the Purchaser shall be entitled to a deduction of such difference of the aforesaid sums from the agreed price of the vehicle purchased.
- (ii) If the Purchaser wishes to withdraw from the purchase of the vehicle ordered by the Purchaser pursuant to the said Vehicle Sale & Purchase Agreement after the Vendor shall have been successful in bidding for the COE, the Vendor shall return the COE to the Purchaser upon the Purchaser paying to the Vendor an amount equal to all costs and expenses incurred or suffered by the Vendor in bidding for the COE for and on behalf of the Purchaser and the Deposit in **Clause 6** herein shall be forfeited to the Vendor.

EXPIRY OF COE/CANCELLATION OF the VEHICLE SALES AND PURCHASE AGREEMENT

5. If for any reason the Purchaser does not upon a successful Application, utilize the COE thereby resulting in the expiry of the COE, the Vendor is entitled to forfeit the Deposit in Clause 6 and in addition to the said Deposit in Clause 6 to be forfeited to the Vendor, the Purchaser shall be required to reimburse the Vendor for the bid deposit and such other amount(s) which the Vendor have paid on the Purchaser's behalf to the Land Transport Authority in respect of the Application and to indemnify the Vendor in full in respect of any loss that the Vendor may suffer and expenses and costs (including legal costs on a full indemnity basis) which the vendor may incur as a result of the Vendor having made the Application.

DEPOSIT:

6. An initial deposit of S\$_____ in connection with the Application shall immediately be payable by the Purchaser upon the signing of this Agreement. The Purchaser shall also immediately upon the Vendor's request made from time to time, pay the Vendor such additional amount(s) as the Vendor may consider appropriate and sufficient. For the avoidance of doubt, no interest shall accrue for any amount paid by the Purchaser to the Vendor or on the amount(s) so retained by the Vendor.

UTILISATION OF COE:

7. Unless otherwise agreed by the Vendor in writing and subject to Clause 8 below and any other terms and conditions as may be specified by the Vendor, the COE of the Purchaser is to be utilized solely to effect the registration of the vehicle purchased from the Vendor as specified herein. The use of the COE for registration of any vehicle other than as specified herein shall amount to a breach of the Vehicle Sales and Purchase Agreement whereupon the Vendor shall be entitled to institute legal proceedings to recover any loss and damage sustained by reason thereof including but not limited to the loss suffered under this Agreement and /or the Vehicle Sales and Purchase Agreement.

OTHER VEHICLES:

8. In the event that the Purchaser wish to utilize his COE to effect registration of the vehicle purchased (otherwise than as a passenger/private vehicle, the Purchaser shall be liable for and shall bear the full price difference of the premium payable for the registration between a passenger/private vehicle and such other category of vehicle and all costs and expenses incurred thereby.

STAMP DTY:

9. Any stamp duty payable on this Agreement and any other documents in connection with any Application shall be for the Purchaser's account.

OTHER DOCUMENTS:

10. The Purchaser will at the Vendor's request execute such documents and carry out such actions as may be necessary for the Vendor to effect the Application(s) on the Purchaser's behalf.

NOTICES:

11. **Every communication** to either party under this Agreement shall be in writing and shall be sent by prepaid post to or left at the address of the parties stated in this agreement or at the parties present or last known address or private address or where the party is a registered company to or at its registered office or any present or the last known business address. Any such notice demand or statement sent to the parties by post shall be conclusively deemed to have been received by the Dealer within forty-eight hours after the time of posting.

VARIATIONS:

12. Any failure or indulgence granted by the Vendor to enforce due performance of any of the provisions herein shall not be construed or deemed as a waiver by the Vendor of its rights nor shall the validity of these provisions be effected in any way by such failure or indulgence granted.

PREVIOUS AGREEMENTS:

13. This Agreement embodies all the terms and conditions agreed upon between the Purchaser and the Vendor as to the subject matter of the Agreement and supersedes and cancels in all respects all provisions agreements and undertakings, if any, between the parties in respect of the subject matter, whether they are written or oral.

JOINT PURCHASER

14. Where the Purchaser comprises two or more persons, each and every person shall be jointly as well as severally liable to the Vendor for the due performance and observance of all the provisions, terms and conditions of the Agreement.

PURCHASER IS A PARTNERSHIP FIRM

15. Where the Purchaser is a partnership firm, notwithstanding any change or changes in the name of the Purchaser's firm or any change or changes in the membership of the Purchaser's firm by death, retirement, introduction of a partner or partners, or any other change in the constitution of the firm the Purchaser's liability hereunder shall not be affected or discharged whatsoever and the provisions hereof shall be applicable to any loss, damage, costs and expenses whether incurred before or after such changes.

JOINT SIGNATORIES

16. If this Agreement is signed or intended to be signed by or on behalf of more than one Purchaser (such Purchasers being hereinafter referred to as "Original Signatories") and any one or more of the Original Signatories did not sign or is not bound by the provisions of this Agreement (whether by reason of his or their lack of capacity or improper execution of this Agreement or for any other reason whatever), the remaining Original Signatory or Signatories shall continue to be bound by the provisions of this Agreement as if such other Original Signatory or Signatories had never been party hereto.

GOVERNING LAW

17. The Agreement shall be governed by and construed in accordance with the laws of Singapore.

MISCELLANEOUS

18. (a) This Agreement shall not be binding upon the Vendor until the Agreement has been accepted and signed by or on behalf of the Vendor. The Vendor shall not be bound by any condition, definition, warranty, representation or understanding, whether oral or written, with respect to the subject matter of this Agreement other than as expressly provided in this Agreement.

(c) This Agreement shall remain binding on the Purchaser notwithstanding any amalgamation that may be effected by the Vendor with any other company or any reconstruction of the Vendor. The Vendor may at any time assign to any one or more persons all or any part of the Vendor's rights and benefits under the Agreement without the consent of or reference to the Purchaser and upon such

assignment all the Vendor's rights, powers and benefits under the Agreement shall enure to the benefit of the assignee.

(d) It is further agreed that a person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act (Cap. 53B).

(e) "Parties" and "Party" mean respectively the parties to this Agreement and each of them.

(f) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders.

HEADINGS

19. The Headings in this Agreement are for convenience only and shall not affect its interpretation.

Notes: The notes herein form an integral part of the Agreement and where the terms and conditions are in conflict with the provisions in the Agreement, the terms and conditions in the Agreement shall prevail.

- (1) COE Rebate/packaged by Vendor as "**Guaranteed Bid**" refers to an arrangement where a **minimum of four (4) attempts** at securing a COE with the COE quota premium payable by the Purchaser being **pre-determined and bid** at _____ . The Vendor shall have the discretion **in inviting** the Purchaser to top-up i.e. to pay the difference between the pre-determined quota premium and that of the highest prevailing premium at the time when the relevant bidding process is being carried out. In events of non top-up and the bid is successful, it is agreed that the following is to take place:
- (i) In cases where the bid is lower than the prevailing premium, the Vendor is to bear the differential of the higher premium; and
 - (ii) in cases where the bid is higher than the prevailing premium, the Vendor is to refund the differential between the bid and the rebate level of refund set by the Vendor or in the case of no rebate level of refund has been set, the Vendor is to refund the differential between the bid and the prevailing premium.

- (2) **“Guaranteed COE”** refers to an arrangement where the Vendor will make a maximum of two (2) submissions for the desired Purchaser’s Category of COE as specified in Paragraph 2 of page 1 of this Agreement and upon the Vendor’s failure to secure the desired Purchaser’s Category of COE after the 2nd submission, the Vendor undertakes to allocate and/or transfer to the Purchaser a Category "E" (Open Category) COE for the registration of the vehicle purchased under the said Vehicle Sale & Purchase Agreement.
- (3) The Vendor reserves the right to allocate any category of COE purchased as an Immediate Registration Package if so elected/requested by the Purchaser or agreed to by the parties.
- (4) Once the Vendor’s category E (Open Category COE) is allocated and/or transferred to the Purchaser, no cancellation is allowed and any COE rebate or deduction as is set out in Clause 4 (b) of the Agreement shall not apply.

PURCHASER’S AGREEMENT AND CONFIRMATION:

The Purchaser acknowledges to the Vendor that he/she is permitted to make only ONE application in each COE tender exercise and further acknowledges that if more than one application is made ALL his/her applications will be DISQUALIFIED by the Land Transport Authority of Singapore

I/We have read the above Agreement and the Notes and hereby confirm my/our agreement to all the terms in the above Agreement and the Notes as set out above.

Purchaser’s Signature

Signature of witness

Signed for and on behalf of the Owner:

Authorised Signature of Vendor

Signature of witness