

BMW Malaysia Sdn.
Bhd.
Company No. 612731 A

BMW Group Malaysia



Dr. Koh Kar Chai
Honorary General Secretary
Malaysian Medical Association
4th Floor, MMA House
124 Jalan Pahang
53000 Kuala Lumpur
Wilayah Persekutuan

Your reference
Your message dated
Department/From Sales / Rudy Ng
Telephone 603 8887 3882
Fax 603 8887 3801
e-Mail rudy.ng@bmw.com.my
Date 3rd January 2018
Subject **BMW Group Corporate Programme**

Dear Dr. Koh Kar Chai,

We wish to take this opportunity to thank **Malaysian Medical Association** for your interest in selecting BMW Group as your preferred automobile partners for **2018/2020**.

Please find below the detailed **BMW Group Corporate Programme**.

The BMW Group Corporate Programme is designed to enhance **Malaysian Medical Association members** benefits when purchases of **1 unit of new BMW or new MINI car** from a BMW / MINI Authorized Dealer is made within a period of **24 months**, starting from the invoice date of the first new BMW or MINI car to be purchased **January 2018 onwards**.

1. FLEET DISCOUNT STRUCTURE

BMW / MINI Corporate Programme

| Purchased Units / Models | Fleet Discount Recommended Retail Price Off The Road before GST |
|------------------------------|---|
| 1 st unit onwards | 8% |
| BMW 1 Series | 4% |
| BMW M models and BMW i8* | Fleet Discount is not applicable for these models |

*New model launch within the license period is subject to BMW Malaysia Sdn Bhd approval to be included in the Fleet Discount Structure

Company
BMW Malaysia Sdn. Bhd.

A BMW Group Company

Postal address
3501 Jalan Teknokrat 5
63000 Cyberjaya
Selangor Darul Ehsan
Malaysia

Telephone
+603 8887 3888

Fax
+603 8887 3801

Internet
www.bmw.com.my



2. TERMS & CONDITIONS:

- a. The Fleet Discount Structure above is applicable to purchases of **new BMW or MINI cars** from BMW / MINI Authorized Dealer under the BMW Group Corporate Programme made by eligible **Malaysian Medical Association members as well as by their respective spouses during the year 2018/2020**.
- b. In order to qualify under the BMW Group Corporate Programme, eligible **Malaysian Medical Association members** must have been a registered member of **Malaysian Medical Association** for a minimum of six (6) months prior to purchasing their new BMW or MINI vehicle. The aforesaid members are only eligible for the fleet discount level stated above provided they fulfil the aforesaid six (6) months employment criteria.
- c. The discount as stated in the Fleet Discount Structure above is applicable to the published **Recommended Retail Price OFF-THE-ROAD before GST of the NEW car**, excluding registration and insurance ("**Purchase Price**").
- d. For **Malaysia Returning Expert Program customers**, the discount as stated in the Fleet Discount Structure above is applicable to the **Government Approved Nett Selling Price before GST of the NEW car**, excluding registration and insurance.
- e. All cars sold by BMW / MINI Authorized Dealer under any **other promotional offers are NOT entitled to the discount** as stated in the Fleet Discount Structure. This includes but is not limited to cars purchased / sold during any promotional offers i.e. Demo/Registered car, and Promotional Campaign discount (kindly refer to below):
 - i. **Demo / Registered cars** - a new car which had been registered under BMW Malaysia Sdn. Bhd. or the respective authorized BMW dealer's name, which has been used and is subsequently sold to customer under the BMW Group Corporate Programme.
 - ii. **Promotional Campaign** - a discount which is offered to the customer in the form of rebate and special interest rate.
- f. All cars purchased/sold under the Government initiative "**Malaysia My Second Home**" programme by/to eligible and qualified "**MM2H**" and **Duty Free** customers are also **NOT entitled to the discount** as stated in the Fleet Discount Structure.
- g. If a car to be purchased by eligible **Malaysian Medical Association** members as well as their respective spouses under the BMW Group Corporate Programme is included under other promotional offer(s) or is a demo / pre-registered car, this fact and the non-applicability of the discount as stated in the Fleet Discount Structure above, will be communicated by the respective BMW / MINI Authorized Dealer to the purchaser prior to any confirmation of purchase.



- h. Any purchases made by eligible **Malaysian Medical Association** members as well as their spouses, irrespective of whether it consists of new or demo/registered car, will be accumulated towards the total volume of purchases (Purchased Units) made under the BMW Group Corporate Programme during the validity of the prevailing BMW Group Corporate Programme. This is for the purpose of ascertaining the percentage of discount applicable under the Fleet Discount Structure for each Purchased Unit eligible for discount under the Fleet Discount Structure and terms and conditions herein contained.
- i. All new cars purchased by eligible **Malaysian Medical Association** members and their respective spouses within the validity of the prevailing BMW Group Corporate Programme shall be computed collectively to determine entitlement to the percentage discount as stated in the Fleet Discount Structure. If the applicable discount is greater than the percentage of discount that was actually given by a BMW / MINI Authorized Dealer in respect of any purchase under the BMW Group Corporate Programme, the value of the balance discount shall be paid directly to the purchaser by that respective BMW / MINI Authorized Dealer.
- j. The above Fleet Discount Structure is also **applicable to all related companies** (within the meaning of Section 7 of the Companies Act 2016) of **Malaysian Medical Association** upon proof of the company's relationship to **Malaysian Medical Association** being furnished to the BMW / MINI Authorized Dealer.

Where a Corporation -

- (a) Is the holding company of another corporation;
 - (b) Is a subsidiary of another corporation; or
 - (c) Is a subsidiary of the holding company of another corporation,
- that first-mentioned corporation and that other corporation shall for the purposes of this Act be deemed to be related to each other.

- k. Please provide BMW Malaysia Sdn. Bhd. with a **“To Whom It May Concern”** letter (sample copy as enclosed herewith) to be signed by an authorized personnel from **Malaysian Medical Association**, for purchases made by eligible **Malaysian Medical Association** members under the BMW Group Corporate programme. Eligible **Malaysian Medical Association** members shall be solely responsible to submit their respective (i) name card; (ii) latest payslip or commission statement, as the case may be, to BMW Malaysia Sdn. Bhd.
- l. For spouses of eligible **Malaysian Medical Association** members to benefit from the above Fleet Discount Structure, kindly provide BMW Malaysia Sdn. Bhd. with a **“To Whom It May Concern”** letter to be signed by an authorized personnel from **Malaysian Medical Association**. Eligible **Malaysian Medical Association** members shall be solely responsible to submit their respective (i) name card; (ii) latest payslip or commission statement, as the case may be and (iii) marriage certificate if **Malaysian Medical Association** member wishes to register the car under his/her spouse's name.

Company
BMW Malaysia Sdn. Bhd.

A BMW Group Company

Postal address
3501 Jalan Teknokrat 5
63000 Cyberjaya
Selangor Darul Ehsan
Malaysia

Telephone
+603 8887 3888

Fax
+603 8887 3801

Internet
www.bmw.com.my



- m. Each eligible member of the **Malaysian Medical Association** shall only be entitled for the discount under the Fleet Discount Structure for the purchase of one (1) unit per year irrespective whether the purchase is in the employee's own name or in the spouse's name. In addition, please take note that all cars purchased under the BMW Group Corporate Programme shall not be sold within a period of twelve (12) months from the date of registration of the car unless otherwise agreed in writing by BMW Malaysia Sdn. Bhd.
- n. **BMW Credit (Malaysia) Sdn Bhd**, a related company of BMW Malaysia Sdn Bhd., will be offering a **3% discount off its normal offer rate to Malaysian Medical Association** member in respect of any purchase under the BMW Group Corporate Programme. Example: 3.25% (normal offer rate) – 0.1% = 3.15%. This 3% discount will NOT be applicable if the market rate falls below 2.50%. Please note that the aforesaid offer is subject to the applicable terms and conditions and BMW Credit (Malaysia) Sdn Bhd reserves the right to reject any application without assigning any reason.
- o. Eligible **Malaysian Medical Association** members as well as their respective spouses, who wish to attend the **BMW Driver Training Program** will enjoy a special corporate price of only **RM988.00** per person as opposed to the Regular Retail Price of RM1,888.00.
- p. **All new BMW cars** purchased from BMW Authorized Dealer include **5 Years Unlimited Mileage Warranty + Free Scheduled Service** program (Terms and Conditions apply).
- q. **All new MINI cars** purchased from MINI Authorized Dealer include **4 Years Unlimited Mileage Warranty + Free Scheduled Service** program (Terms and Conditions apply).
- r. All purchases made by eligible **Malaysian Medical Association** members and their respective spouses under this BMW Group Corporate Programme, must be made through BMW / MINI Authorized Dealers, in order to qualify for the discount as stated in the above Fleet Discount Structure. This will also facilitate the tracking of the volume of cars purchased under the BMW Group Corporate Programme.
- s. The applicability, computation and allowances of the discount percentage in each purchase shall be subject to approval by BMW Malaysia Sdn Bhd at its absolute discretion.
- t. BMW Malaysia Sdn. Bhd. and BMW Credit (Malaysia) Sdn. Bhd. reserve the right to, at any time and from time to time, vary, add, delete or amend any part of the BMW Group Corporate Programme terms and conditions without prior notice. BMW Malaysia Sdn. Bhd. reserves the right to, at any time discontinue or terminate the BMW Group Corporate Programme with seven (7) days prior written notice without assigning any reason therefore.

Company
BMW Malaysia Sdn. Bhd.

A BMW Group Company

Postal address
3501 Jalan Teknokrat 5
63000 Cyberjaya
Selangor Darul Ehsan
Malaysia

Telephone
+603 8887 3888

Fax
+603 8887 3801

Internet
www.bmw.com.my



u. Miscellaneous

- i) Neither party shall be liable to the other party for any loss, damages or claims relating to this Agreement, regardless of the nature of the claim, including, without limitation incidental, consequential, indirect or punitive damages.
- ii) These terms and conditions shall commence from the date of **Malaysian Medical Association** acceptance of the terms and conditions of this agreement and shall continue to be valid unless terminated accordance with paragraph 2(t) of this agreement.
- iii) These terms and conditions shall be governed by the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Malaysian courts
- iv) Neither party shall disclose any information (whether in writing, orally or any other means, directly or indirectly) relating to the products, operations, processes, plans, intentions, trade secrets, customer data (all of which shall be referred to as the "Confidential Information") of the disclosing party to any third party/ies during the performance on this Agreement without first obtaining the disclosing party's written consent. Such restriction shall not apply if: (a) disclosure is required by laws, (b) such Confidential Information comes into public domain other than through the breach of this Agreement; or (c) such Confidential Information is disclosed to the receiving party by a third party without similar restrictions on that third party's right of disclosure; and (d) is approved for release by written authorization of the disclosing party.

3. ORDER CONFIRMATION

Upon confirmation of any purchase under the BMW Group Corporate Programme and issuance of the 2nd Schedule by the relevant financial institution (for purchases under hire purchase), payment of a booking fee of **1% of the total "on the road" retail selling price (which includes the purchase price, road tax, registration fee, hire purchase endorsement but excludes insurance)** or a Purchase Order (PO) is required. Payment of the booking fee should be made to the Authorized Dealers. The balance of the purchase price must be fully paid by the purchaser to the relevant financial institution prior to the registration of the vehicle.

We trust the above proposal meets with your expectation and we look forward to your acceptance and confirmation by returning a countersigned copy of this letter as indicated below.

Company
BMW Malaysia Sdn. Bhd.

A BMW Group Company

Postal address
3501 Jalan Teknokrat 5
63000 Cyberjaya
Selangor Darul Ehsan
Malaysia

Telephone
+603 8887 3888

Fax
+603 8887 3801

Internet
www.bmw.com.my

We look forward to developing and heightening this fine business relationship between our organizations. Should you have any further queries or need to make any purchase orders, please feel free to contact me personally at rudy.ng@bmw.com.my.

BMW Malaysia Sdn.
Bhd.
Company No. 612731 A

BMW Group Malaysia



Yours sincerely,
BMW Malaysia Sdn Bhd

RUDY 

Rudy Ng
Corporate Sales



Raymond Tan
Head of Sales

Acknowledged & Accepted
for and on behalf of
Malaysian Medical Association



Dr, Koh Kar Chai
Honorary General Secretary

Dr. Koh Kar Chai (MMC No: 29132)
Honorary General Secretary
MALAYSIAN MEDICAL ASSOCIATION

Company
BMW Malaysia Sdn. Bhd.

A BMW Group Company

Postal address
3501 Jalan Teknokrat 5
63000 Cyberjaya
Selangor Darul Ehsan
Malaysia

Telephone
+603 8887 3888

Fax
+603 8887 3801

Internet
www.bmw.com.my