

HINO MEMBERSHIP PROGRAM TERMS & CONDITIONS

These Terms & Conditions govern the enrolment to the **Hino Membership Program ("HMP")**, administered by **Hino Motors Sales (Malaysia) Sdn Bhd** (Company No.: 198901010561) of Lot P.T. 24, Jalan 223, Section 51A, 46100 Petaling Jaya, Selangor, Malaysia ("**HMSM**").

Submission of the Register Membership through **Hino Information Management System (HIMS)** in the name of the customer ("**Member**") shall constitute the Member's representation that full payment for the HMP has been made to the HMSM Authorized Network. With every submission, the Member is deemed to have acknowledged and agreed to be bound by the provisions set out in this Hino Membership Program Terms & Conditions ("**Terms & Conditions**"), which shall carry the same legal effect as if executed by wet signature. Any cancellation or changes on the packages are not allowed, and any refund request will not be entertained.

Interpretations

For the purposes of this Agreement, unless the context otherwise requires:

- i. The term '**Normal Service**' shall mean maintenance service required every 10,000 km or 3 months, whichever comes first, as recommended in the Periodic Maintenance Interval of the Warranty and Service Record Book.
- ii. The term '**Major Service**' shall mean maintenance service required every 40,000 km or 12 months, whichever comes first, as recommended in the Periodic Maintenance Interval of the Warranty and Service Record Book.

1. Scope

- 1.1. These Terms & Conditions shall govern and apply exclusively to the benefits and entitlements for Hino vehicles enrolled under the Care and Care Plus Membership Programs.
- 1.2. For clarity, the benefits set out in these Terms & Conditions are additional entitlements made available only to Members of HMP and shall not apply to non-members.
- 1.3. These Terms & Conditions are distinct from the Warranty & Service Record Book and shall operate as supplemental benefits available exclusively to HMP Members. For the avoidance of doubt, these Terms & Conditions shall remain subject to, and shall not override, the provisions of the Warranty & Service Record Book, which shall continue to govern all warranty-related matters for new Hino vehicle.

2. Term

- 2.1. These Terms & Conditions shall take effect upon the successful HMP Registration. For clarity, the duration for benefits and entitlements under this program shall be valid for 7 years or 300,000km from the JPJ Registration Date, whichever comes first.
- 2.2. HMSM may terminate forthwith this Terms & Conditions 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 Terms & Conditions.
 - 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.

3. The HMP Membership

- 3.1. The HMP Membership shall only become valid upon acceptance and verification by HMSM.
- 3.2. The HMP Membership is tied to the vehicle chassis number. In the event of a change of ownership within the validity period of HMP, the existing membership shall cease. The new owner may continue to enjoy the remaining validity period once the changes are notified through the Hino authorized network and the membership is updated under the new owner's name.
- 3.3. Any matters relating to such changes in [Article 3.2](#) above may be notified to HMSM Customer Success Operation for necessary update to the membership information.
- 3.4. The Member will be provided with a Windscreen Sticker and HMP Redemption Card (Care Plus package only) endorsed with a unique Serial Number. "Membership No." will be assigned distinctively for each vehicle.
- 3.5. The Member shall ensure that the Windscreen Sticker is placed properly on the windscreen of the Hino Vehicle throughout the warranty recovery / extension period. Any missing or damaged Windscreen Sticker shall be informed to HMSM Authorized Network for a replacement, which shall be subject to HMSM's approval.

- 3.6. In order to maintain the Membership and continue enjoying the benefits under the program, the Member must ensure that the registered vehicle is maintained and/or repaired in accordance with the schedule recommended by HMSM as per the Warranty & Service Record Book.

4. **Membership Package & Entitlement**

4.1. Membership packages

Package choices (for LCV)	Membership Fees
Care	RM300.00
Care Plus	RM700.00

4.2. Membership package entitlements

No.	Entitlement Item	Membership Package	
		A. Care (LCV)	B. Care Plus (LCV)
1	Extended Warranty up to 7 years or 300,000 km***	√	√
2	Free 1L Engine Oil for every Maintenance Service (Normal & Major) ***	-	√
3	Free Engine Oil Filter for every Major Service***	-	√
4	20% Air Filter for every Major Service***	-	√
5	Towing Support up to RM1,000 per year***	-	√
6	Complimentary Wiper Set for every 12 months***	-	√

*****This provision shall apply as the conditions and clarifications to the entitlement items specified in the above Membership Package Entitlement table.**

- (a) The entitlement to the Extended Warranty benefits for Care and Care Plus members is subject to [Article 5](#) of this Terms and Conditions.
- (b) Entitlement to the free Engine Oil, Engine Oil Filter and Air Filter discount is subject to the Customer strictly adhering to the vehicle maintenance schedule and completing each service maintenance interval as specified under Periodic Maintenance Interval in Warranty & Service Record Book (e.g., 10,000 km, 20,000 km, 30,000 km, 40,000km...)

- (c) Towing Support under HMP shall mean towing services arranged exclusively through HMSM Authorized Network to the nearest HMSM Authorized Network, capped at RM1,000.00 (limited to one claim every 12 months). Entitlement applies only after HMSM confirms the breakdown was due to a manufacturing defect, and any claim in relation to the towing expenses must be submitted before vehicle collection. No claim will be entertained once the vehicle has been collected. Approval shall rest at the sole discretion of HMSM, and the decision thereof shall be final and binding.
- (d) Both Towing Support and Wiper are limited to one (1) time claim for every 12 months, for 7 consecutive years or 300,000 km from JPJ Registration Date, whichever comes first.
- (e) 1L Engine Oil can be redeemed for every maintenance service for Normal or Major Service. Price will be deducted from the Engine Oil current List Price.
- (f) Engine Oil Filter & discount for Air Filter may be redeemed for every Major Service only. Price will be deducted from the Engine Oil current List Price.
- (g) Wiper Set will be given as a complimentary gift.

5. Warranty Terms and Conditions

- 5.1. The Extended Warranty entitlement under the Hino Membership Program (as set out in [Article 4.2](#) above) shall be subject in all respects to the Warranty & Service Record Book and shall be governed by the terms and conditions contained therein.
- 5.2. As set out in [Article 1.3](#) above, in the event of any inconsistency between these Terms and Conditions and the provisions under the Warranty & Service Record Book, the latter shall prevail.

6. Use of Personal Information

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>.

7. Compliance with Law

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.

8. Limitation of Liabilities

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 HMP 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.

10. Entire Terms & conditions

This Terms & conditions contains the entire Terms & Conditions 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.

11. Severability and Invalidity/Unenforceability

If any provision of this Terms & Conditions 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 Terms & Conditions 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 Terms & Conditions without affecting in any way the validity or the balance of this Terms & Conditions.

12. Transfer / Assignment Prohibited

No right or interest in this Terms & Conditions 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.

13. Inconsistencies

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 HMP, these Terms and Conditions shall prevail.

14. Settlement of Dispute

Any dispute arising out or in connection with this Terms & Conditions, 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 Terms & Conditions and /or injunctive relief in appropriate circumstances in a court of competent jurisdiction.

15. Governing Law and Jurisdiction

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.

Acknowledgment Statement

I, **Full Name as per in NRIC**, **NRIC** on behalf of **Company Name**, hereby acknowledge that I have read and agree to the Terms and Conditions for HINO Membership Program as stated above.

HMP Details:



Vehicle Reg. No. :	
Chassis No. :	
Membership No. :	
Valid Until : _____ D _____ M _____ Y	
<input type="checkbox"/>	<input type="checkbox"/>
Care	Care Plus

Registration by,

Dealer Name:

HMP Registration Date:

[This is computer generated document, and no signature required]