



Coway (Malaysia) Sdn. Bhd. (735420-H) (AJL931694)

Level 20, Ilham Tower, No.8, Jalan Binjai, 50450 Kuala Lumpur, Malaysia.

T 03 2059 0000 F 03 2181 1929 Careline 1800-888-111 W www.coway.com.my

AAA HP519050\_0318

### Sales Order Form

☒ Individual ☐ Corporate

#### Customer Particulars

Title	:	<input type="checkbox"/> Tan Sri. <input type="checkbox"/> Dato. <input type="checkbox"/> Datin. <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms.			
Full Name as per I/C or Company Name	:	SITI NOOR AINA BINTI ABDUL HAMID			
NRIC (New) / Passport / Company No.	:	801013146114	NRIC (Old) / Police ID / Army ID	:	
Installation Address (Malaysia Only)	:	NO 72 JLN SG 8/8, TAMAN SRI GOMBAK BATU CAVES Selangor Postcode 68100			
Customer Contact No.	:	Tel (Mobile) (1): 017 - 4707456	Tel (Residence) (1): 017 - 8863493		
	:	Tel (Office) (1):	ext.		
	:	Tel (Fax) (1):	E-mail (1):		

#### Other Customer Particulars (Applicable to Individual only)

Date of Birth	:	13/10/1980	Race	:	<input checked="" type="checkbox"/> Malay <input type="checkbox"/> Chinese <input type="checkbox"/> Indian <input type="checkbox"/> Korean <input type="checkbox"/> Others :
Gender	:	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female			
Monthly Billing Method	:	<input type="checkbox"/> Default SMS send to <input type="checkbox"/> Mobile (1) <input type="checkbox"/> Mobile (2):			
	:	<input type="checkbox"/> E-mail to : <input type="checkbox"/> E-mail (1) <input type="checkbox"/> E-mail (2):			

#### Additional Service Contact Person Information (Applicable to both Individual and Corporate)

☒ please tick ☒ if contacts same as above

Second Contact Person	:				
Tel (Mobile) (2)	:		Tel (Residence) (2):		
Tel (Office) (2)	:		ext.	Tel (Fax) (2):	

#### Corporate Customer Billing Information

please tick ☒ if same as above

<input type="checkbox"/> Do not group billing with previous order(s) (S/B & SME) only					
Billing Address	:				
	:	Postcode			
Billing Contact Person	:				
Tel (Office)	:		ext.	Department:	
Monthly Billing Method	:	<input type="checkbox"/> Email Invoice to: <input type="checkbox"/> Paper invoice (Only applicable to Government & Bank)			
	:	<input type="checkbox"/> Upload via Vendor / Supplier Portal Web Address (URL):			
	:				

Note: Note: other than Government and bank, E-Invoice feature will be enrolled automatically.

#### Order & Payment Information

(i) Product Model	(ii) Quantity	(iii) <input type="checkbox"/> Outright <input type="checkbox"/> Instalment <input checked="" type="checkbox"/> Rental	(iv) Rental Period (years): (a) Minimum Rental Period + (b) Extended Period : <input type="checkbox"/> 3 + 2 <input type="checkbox"/> 6 + 0 <input checked="" type="checkbox"/> 5 + 0 <input type="checkbox"/> 7 + 0 <input type="checkbox"/> Others (Please State: )	(v) Price : RM (vi) RPF : RM 0 (vii) Rental : RM 94	(viii) <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit / Debit card <input type="checkbox"/> 6M <input type="checkbox"/> 12M <input type="checkbox"/> 18M <input type="checkbox"/> 24M <input type="checkbox"/> 36M (ix) <input checked="" type="checkbox"/> Auto / Direct Debit <input type="checkbox"/> Advance 1 / 2 years <input type="checkbox"/> E-Portal <input type="checkbox"/> Regular (Company Only)
VILLAEM 2	1				

#### Credit Card / Debit Card Auto Debit Authorisation

I hereby authorised Coway (Malaysia) Sdn. Bhd. ("Coway") to charge my debit / credit card for the amount:

Rental Processing Fee ("RPF") - RM 0 (One-time deduction upon signing of this Agreement)

Monthly Rental Fee - RM 94 (Monthly deduction until termination or expiry of this Agreement)

Card No.: 484281053012 9341 Issuing Bank: MAYBANK

Card Holder Name: SITI NOOR AINA Expiry Month (MM/YY): 09 / 24

Signature

#### Third-Party Payee Payment Authorisation

I/We NRIC/Co.No. agree to be responsible as a third-party payee for

payments in respect of this order by charging my credit card/debit card/savings account.

☐ A copy of IC/SSM and Credit/Debit Card/Bank Statement submitted. ☐ A copy of Direct Debit Form for charging my savings account submitted

Savings account no. : Issuing Bank :

Signature & Stamp

D D / M M / Y Y

Promotion Code / Special Instruction: TRADE X-5 PLUS VILLAEM 2 (1122410)

Preferred Installation Date and Time: 18/10/2022 AM PM

## THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF TEN WORKING DAYS

(Installation will only be done after the cooling-off period unless customer agrees to waive this clause)

I/We confirm that the particulars stated above are true and accurate. I/We have read the Terms and Conditions as set out in the reverse side of this Form and hereby agree to be bound by the said Terms and Conditions.

#### Internal Use

Sales Person Name : AMELIA BINTI ROSELY

Sales Person Code : 519050

Mobile No. : 0193402304 TR No.

RM : Order No.

Customer Signature / Date

Note : 1) Pursuant to the Credit Reporting Agencies Act 2010 ("the Act"), I/we the undersigned hereby give my/our consent to the registered reporting agency ("CRA") under the Act to disclose my/our credit information to COWAY for the purposes of determining my/our credit standing.  
2) This Agreement shall supersede any and all prior written and oral agreements. In executing this Agreement, the Customer shall not rely upon any promise, representation or statement not embodied herein. Coway's representatives shall have no right to enter into any settlement or special agreement with the Customer other than as stated herein.

TERMS & CONDITIONS

DEFINITIONS: -

Appliance : Water Purifier / Air Purifier / Bidet / Water Softener / Outdoor Water Filter (POE) or any other similar product marketed under the brand name COWAY, as referred to in this Agreement.

Coway : Coway (Malaysia) Sdn. Bhd., and includes its successors and permitted assigns.

Customer : The person or organization purchasing or renting the Appliance.

Agreement : This Sales Order Form including the Schedule, which may be modified or supplemented by Coway from time to time.

Schedule : The Order and Payment Information Schedule contained in the first page of this Sales Order Form.

INTERPRETATION:-

A. Words denoting a natural person include any body or person, corporate or incorporated; and the use of any gender includes the other genders.

B. The word "including" or "includes" shall be deemed to be followed with "but not limited to" whether or not followed by such phrase or words of like import.

The Customer agrees to be bound by the terms and conditions of purchase or rental, as the case may be, of the Appliance as set out herein.

GENERAL

The provisions in this section (GENERAL) apply to both SECTION A (TERMS APPLICABLE FOR OUTHRIGHT PURCHASE) and SECTION B (TERMS APPLICABLE FOR RENTAL).

1. Coway reserves the right to accept or reject any orders after this Agreement is signed by the Customer. This Agreement shall become effective and binding upon the Customer on the date the Appliance is installed ("Installation Date").

2. Coway may sell or assign either absolutely or by way of security any or all of Coway's rights under this Agreement to any third party, and the Customer agrees to do all things necessary to give effect to such sale or assignment.

3. Personal Information / Personal Data

A. Coway's privacy statement which can be found at <https://www.coway.com.my/privacy-notice> ("Privacy Statement") forms an integral part of this Agreement.

B. The Customer acknowledges that the Customer has read and understood the Privacy Statement and agrees to the processing of the Customer's personal data as set out therein. Coway may use reasonable efforts to bring any significant changes to the Privacy Statement to the Customer's attention.

C. The Customer authorises Coway, at any time, to disclose his personal data to any third party appointed by Coway to perform the services as contemplated under this Agreement.

D. The Customer also authorises Coway, at any time and from time to time to process (including access, obtain, verify and/or use) any data or information from any source (including credit reference agencies, credit reporting agencies ("CRA") as defined in the Credit Reporting Agencies Act 2010, Bank Negara Malaysia, any credit bureau and/or the Central Credit Reference Information System (CCRIS) and such relevant authorities) for the purposes of evaluating the Customer's credit standing, as Coway deems fit in connection with this Agreement. Simultaneously, the Customer also consents to CTO5 Data System Sdn Bhd, Coway's appointed CRA, to disclose his credit information to Coway for purposes of determining the Customer's credit standing.

4. Installation

A. Coway or its appointed technician shall install the Appliance at the Customer's premises at no additional charge. However, Coway will notify the Customer if a booster pump is needed (i.e. low water pressure), wherein the costs for the booster pump and installation of the same shall be borne separately by the Customer.

B. Coway will only install the Appliance after:

(i) all relevant payments are made by the Customer to Coway;

(ii) Coway has verified the Customer's credit standing and other information provided by the Customer; and

(iii) Coway has verified the suitability of the proposed premises/location for installation of the Appliance.

5. Refund

All prepayments made by the Customer towards this Agreement including the rental processing fee ("RPF") and advance monthly rental fee, if any, is refundable provided that the order is cancelled by the Customer in writing, prior to the installation of the Appliance. Upon receiving such request, Coway will process the refund as follows:

Mode of Customer's Payment	Mode of Refund to Customer	Refund Time (Business Days)
Cash / Cheque	Online Transfer	14
	Cheque	30
Debit / Credit Card	Debit / Credit Card	30

6. Warranty

A. The warranty period for the Appliance commences on the Installation Date for a period of 1 (one) year for outright purchase and throughout the Rental Period (as defined in Clause 2 of Section B below) for rental of the Appliance, as the case may be ("Warranty Period") and covers defects to the Appliance due to faulty workmanship and materials, subject to the exclusions described in Clause 6C ("Warranty") below.

B. The Warranty includes free replacement parts as deemed necessary by Coway, scheduled maintenance services and, subject to Clause 8B below, free reinstallation of the Appliance (limited to once per year) within the Warranty Period.

C. The following are expressly excluded from the Warranty:

(i) Damages caused by lightning, flood, fire, act of God or any other cause beyond Coway's control;

(ii) Defects or damages that arise from the Customer's or a third party's negligence;

(iii) Modifications of any type to the Appliance for any reason;

(iv) Misuse; improper use; abuse; incorrect operation of the Appliance;

(v) Lack of proper routine or preventive maintenance of the Appliance;

(vi) Unauthorized repair by a third party not appointed by Coway;

(vii) Damages due to the usage of a third party's filter, part or accessory;

(viii) Damages due to any relocation, removal or reinstallation of the Appliance not authorized by Coway;

(ix) Normal wear and tear.

D. The Customer shall be liable and shall indemnify Coway for any damage to the Appliance as a result of any act contemplated under paragraphs (ii)-(vii) of Clause 6C.

E. Coway reserves the right to repair or replace the Appliance or any part thereof at its sole discretion if there are defects to the Appliance during the Warranty Period. Such right includes any decisions to change the filters of the Appliance. Upon any replacement of the Appliance or any part thereof ("the Old Appliance"), the Old Appliance shall remain the property of Coway.

7. Maintenance Services

A. Coway will provide scheduled maintenance services for the Appliance ("Maintenance Services") in accordance with its current maintenance policy. Coway reserves the right to charge the Customer separately for the costs of additional maintenance services as Coway deems necessary, where, for example, the same is due to improper use of the Appliance or usage of a third party's filter, part or accessory.

B. The Customer must allow Coway to conduct regular Maintenance Services as per its maintenance policy. Frequent postponements of the same by the Customer will be viewed as a breach of this Agreement.

C. If the Customer requests for a scheduled Maintenance Service to be cancelled, Coway shall not be held liable in any manner whatsoever for any losses or damages arising from the cancellation. No additional Maintenance Services in replacement of the cancelled Maintenance Service will be provided. In addition to the foregoing, if the Customer requests for the Maintenance Services for two (2) or more Appliances to be on the same schedule, the expiry date of the Maintenance Services for all Appliances shall be deemed the same and no additional Maintenance Services will be provided.

D. Coway reserves the absolute right to not conduct Maintenance Services if the Customer relocates the Appliance to a new location without its prior written consent, which includes instances where the Customer relocates the Appliance to a location outside of Malaysia or an 'off-road'/'block area', as determined by Coway.

8. Relocation of the Appliance

A. In the event the Customer intends to have the Appliance relocated, the Customer shall notify Coway of his intended new location prior to the relocation. Any relocation of the Appliance shall be subject to Coway's prior written consent (which shall not be unreasonably withheld). For the sake of clarity, Coway has the absolute discretion to reject any request for relocation if the Customer intends to relocate the Appliance to a location outside Malaysia or an 'off-road/block area', as determined by Coway.

B. All costs incurred for such relocation shall be borne by the Customer. Without prejudice to the foregoing, Coway shall be entitled to impose labour charges for each request to dismantle and/or reinstall the Appliance if the Customer makes such a request more than once in a calendar year (except for POE, which shall be subject to labour charges even in the case of the first request).

C. Any damage to the Appliance incurred during the relocation shall be excluded under the Warranty.

9. Discontinuance of the Appliance

If Coway intends to discontinue the sale or rental of the Appliance, Coway may use commercially reasonable efforts to notify the Customer of the said discontinuance. Coway will endeavour to provide Maintenance Services for the discontinued Appliance on a best effort basis, for a reasonable period thereafter. In any event, Coway will continue to provide Maintenance Services until the expiry of the Rental Period or the Maintenance Services membership, as the case may be, as subscribed to by the Customer before the said discontinuance. Notwithstanding the aforesaid, Coway shall have no obligation, or liability in connection with the failure, to provide such Maintenance Services and the Customer shall have no right to claim for any damages or compensation from Coway on the same.

10. Force Majeure

Coway shall be excused from the performance of its obligations under this Agreement, to the extent that such performance is prevented by force majeure including an act of God, acts of terrorism, compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labour strike or lock-out, civil commotion, epidemic, pandemic, failure or default of public utilities, destruction of production facilities or materials by fire, earthquake, flood or like catastrophe.

11. Liability

No liability whatsoever shall be attached to Coway either in contract or in tort for loss, injury or damage sustained by reasons of any defect in the Appliance whether such defect be latent or apparent on examination; and neither shall Coway be liable to indemnify the Customer in respect of any claims made by a third party for any such loss, injury or damage.

12. Miscellaneous

A. The Customer shall inform Coway in writing of any changes to the Customer's personal details (address, contact details, etc.) as soon as possible. Coway shall not be responsible for any loss or damages suffered by the Customer as a result of issues that arise due to the Customer's failure to comply with the foregoing.

B. Coway reserves the right to request additional supporting documents for verification purposes; and the right to take legal action against the Customer if any information/documents provided by the Customer is false/forged.

C. Coway reserves the absolute right to make the final decision on any dispute arising from this Agreement.

- D. This Agreement shall supersede any and all prior written and oral agreements. In executing this Agreement, the Customer shall not rely upon any promise, representation or statement not embodied herein. Coway's representatives shall have no right to enter into any settlement or special agreement with the Customer other than as stated herein.
- E. This Agreement shall be governed by the laws of Malaysia.

SECTION A: TERMS APPLICABLE FOR OUTHRIGHT PURCHASE OF APPLIANCE

The terms and conditions in this Section A shall only apply where the Appliance is purchased outright by the Customer.

1. Payment Conditions

A. A one-time payment as stated in Item (v) of the Schedule ("Appliance Price") shall be made by the Customer to Coway by way of cash, credit / debit card or any other methods approved by Coway, upon the execution of this Agreement. Partial payment is not accepted.

B. Except as provided in Clause 5 of the General provisions above, such payment made is not refundable, transferable or exchangeable for any other promotions or services.

2. Maintenance Services Period

A. Coway shall provide Maintenance Services for the Appliance for a period of one year (1) from the Installation Date ("Initial Period").

B. Upon the expiry of the Initial Period, the Customer may execute a separate agreement with Coway for Maintenance Services for a further minimum period of one (1) year.

SECTION B: TERMS APPLICABLE FOR RENTAL OF APPLIANCE

The terms and conditions in this Section B shall only apply where the Appliance is rented by the Customer.

1. Processing Fee

The Customer shall pay the RPF as stated in Item (vi) of the Schedule for internal processing purposes. Upon Coway completing its credit assessment on the Customer, the RPF shall be deducted from the Customer's debit/credit card or bank account, whichever applicable.

2. Rental Period

The rental period shall commence on the 1<sup>st</sup> day of the month following the Installation Date ("Rental Commencement Date") and continue for a period as stated in Item (iv) (a) of the Schedule ("Minimum Rental Period") after which it will automatically be extended for a period as stated in Item (v) (b) of the Schedule ("Extended Period") unless terminated by the Customer upon expiry of the Minimum Rental Period by written notice to Coway. The Minimum Rental Period and Extended Period shall collectively be referred to as the "Rental Period".

3. Maintenance Services Period

Subject to Clause 7 of the General provisions and Clause 6 below, Coway shall provide Maintenance Services for the Appliance throughout the Minimum Rental Period or the Rental Period, as the case may be.

4. Monthly Rental Fee

A. The Customer shall pay the monthly rental fee as stated in Item (vii) of the Schedule by way of direct debit/auto debit of the Customer's credit/debit card or bank account or any other modes of payment as approved by Coway from time to time. The Customer shall, upon signing this Agreement, complete and execute the relevant payment authorisation form as annexed herein.

B. If the Customer elects to pay via a method not described in Clause 4A above, Coway reserves the right to charge the Customer a handling fee of RM10.00 per month ("Rental Collection Handling Fee"), for each month payment is made via such method.

C. Coway also reserves the right to charge a Rental Collection Handling Fee in cases where it has failed to obtain payments from the Customer through direct debit/auto debit for two (2) consecutive months and where there is no advance payment of rental fee by the Customer. The Rental Collection Handling Fee will be charged on a monthly basis beginning from the month following the second consecutive month in which the Customer fails to make payment via direct debit /auto debit.

D. The Customer shall inform Coway in writing as soon as possible of any changes to his bank account details which may affect payment collection or deduction, to avoid any disruption in the provision of the Maintenance Services.

E. Where Coway does not receive the full monthly rental fee from the Customer due to insufficient balance in the Customer's bank account on the date payment is due, Coway shall be entitled to appropriate a sufficient sum from the Customer's bank account to fulfil any outstanding amount due to Coway at a later date. There may be more than one attempt to charge the Customer's credit/debit card and bank account to ensure that the monthly rental fee due to Coway is paid in full.

F. Coway shall be entitled to increase the monthly rental fee in order to take into account any increase in its operating costs in respect of the Appliance including any increase in the cost of labour, material or transport.

5. Billing

A. Regardless of the Rental Commencement Date or expiry or termination date of the Minimum Rental Period or the Rental Period, as the case may be, the monthly rental fee stated in Item (vii) of the Schedule shall be charged in full on a calendar month basis from the month following the Installation Date until the month on which, the Agreement expires or is terminated as stipulated herein.

B. The Customer shall pay each monthly rental fee within thirty (30) days from the date of the respective invoice. In the event of termination of this Agreement either by Coway or the Customer, all monies owing to Coway shall become due and payable immediately.

C. Any dispute regarding billing must be communicated by the Customer to Coway in writing within thirty (30) days from the date of the relevant invoice failing which, the invoice is deemed to be accurate. Notwithstanding a dispute on the amount in the invoice, the Customer shall promptly pay any outstanding amount which is not in dispute.

D. Coway reserves the right to change the mode of billing from time to time without prior notice to the Customer.

6. Non-Payment of Rental

Coway has the right to suspend provision of the Maintenance Services if the Customer fails to pay the monthly rental fee for a continuous period of three (3) months or more. Coway shall be entitled to take necessary measures to recover all outstanding rental fees owed by the Customer, including listing the Customer with a CRA, engaging collection agencies and/or commencing legal proceedings, as reflected in the table below:

Month of arrears	Action
2	SMS to remind Customer
3	Send Reminder Letter to Customer
3	Suspend Maintenance Services from the 4 <sup>th</sup> month onwards
4	Pass over the account to a collection agency
6	Repossess the Appliance
6	List Customer with a CRA

7. Appliance Ownership

The Appliance rented to the Customer remains the property of Coway throughout the Minimum Rental Period or the Rental Period, as the case may be. Subject to Clause 6 of the General provisions above, the Customer shall not, and under no circumstances attempt to, dismantle, repair, undertake maintenance work or replace any parts of the Appliance or procure a third party other than Coway to do the same. Coway shall not be liable for any losses or damages incurred by the Customer in the abovementioned events.

8. No Transfer, Sublease, Resale or Rental of the Appliance

The Customer shall not attempt to transfer, sublease, resell or rent the Appliance to any third party throughout the Minimum Rental Period or the Rental Period, as the case may be. Loss of the Appliance or attempts to transfer, sublease or resell the Appliance amounts to a breach of this Agreement which warrants legal action.

9. Termination of this Agreement

A. The Customer shall not terminate this Agreement prior to the expiration of the Minimum Rental Period, failing which, the Customer shall be liable to pay the penalty stipulated in Clause 10A below. The termination shall only be effective upon the Appliance being returned to Coway in good condition. If the Appliance is not returned to Coway, this Agreement shall remain in force and the Customer shall be liable to pay the monthly rental fees in full until the expiry of the Minimum Rental Period or the Rental Period, as the case may be.

B. Coway reserves the absolute right to terminate this Agreement at any time during the Minimum Rental Period or the Rental Period, as the case may be, by giving seven (7) days' notice to the Customer, and retrieve the Appliance under the following circumstances: -

(i) poor environmental conditions, abnormal usage of the Appliance, transfer and/or sublease of the Appliance, unauthorized modification of the Appliance; or

(ii) the monthly rental fee has been overdue for a consecutive three (3) months or more; or

(iii) breach of any other terms of this Agreement by the Customer.

C. Notwithstanding the preceding Clause 9B, Coway reserves the absolute right to terminate this Agreement for any reason whatsoever and retrieve the Appliance, at any time during the Minimum Rental Period or the Rental Period, as the case may be, by giving fourteen (14) days' notice to the Customer.

10. Early Termination

A. If the Customer terminates this Agreement prior to the expiration of the Minimum Rental Period, the Customer is deemed to be in breach and shall be liable to pay an early termination penalty amounting to fifty per centum (50%) of the total monthly rental fees for the remainder of the Minimum Rental Period calculated on a calendar month basis.

B. In addition to the above, the Customer shall not be allowed to enter into another agreement on rental terms with Coway for a period of three (3) months after such early termination.

11. Appliance Loss Fee

If the Appliance cannot be located or is damaged beyond repair, the Customer shall be liable to pay a penalty ("Appliance Loss Fee") calculated as follows: -

Appliance Loss Fee= (Appliance Price x 90%) – [(Appliance Price/Rental Period (in months)] x Number of Months Monthly Rental Fee Paid]

12. The Customer's Options upon the Expiration of the Rental Period

Upon full and prompt payment of the monthly rental fees continuously throughout the Rental Period, the Customer may opt for any one of the following:

A. Return the Appliance to Coway and enter into a new agreement for the rental of another Appliance ("New Appliance") provided that the New Appliance is within the same product category. For the sake of clarity, in such an event, the Customer shall pay the new monthly rental fee in accordance with the new agreement; or

B. Submit his application for transfer of ownership wherein, Coway, at its sole and absolute discretion, may transfer the title or ownership of the Appliance to the Customer, and the Customer may, subject to Clause 9 of the General provisions, at his option, execute an agreement with Coway for Maintenance Services only.

Disclaimer: This is to notify Customers that Coway does not collaborate with any third party online shopping platforms to promote or sell the Appliance nor does Coway sell the Appliance through third party retail chains. Coway does not endorse or accept any responsibility for the contents of such third party platforms nor for the Appliances offered through such third party online platforms or retail chains.