

Terms and Conditions for Next Day Delivery of Ink

Thank you for purchasing from the Average Tech Guy store (hereinafter referred to as "**us**", "**we**", "**our**")! We know it's tempting to skip these Terms and Conditions, however, it is important to establish what you expect from us, and what we will need to expect from you.

1. Introduction

1.1 This is a legally binding agreement ("**Agreement**") between us and any Carousell user who requests for next working day delivery (hereinafter referred to as "**you**" or "**User**"). By opting for Next Working Day Delivery ("**NWDD**", or "**Service**") , you deem to have read, understood and agreed to our terms. If you do not agree to these terms, please do not opt for next-day delivery.

1.2 We may amend the terms in this Agreement at any time. Such amendments shall be effective once they are posted in the description of the Carousell listing. It is your responsibility to review this Agreement regularly. Your continued use of the Service, whether or not reviewed by you, shall constitute your agreement to be bound by these terms.

2. Definitions

2.1 Working Days refer to Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, with the exception of public holidays, and any other holidays designated by Government of the Republic of Singapore.

2.2 Next Working Day Delivery refers to the item being delivered one (1) day after payment has been confirmed by us, subject to the terms stated herein.

2.3 Store credit refers to a unique, alpha-numerical promotion code ("**Promo Code**") tied to your Carousell Account ("**Account**"), which can be used on your next transaction with us.

2.4 First Delivery Attempt refers to the first attempt of the courier to deliver your item, whether or not received by you.

3. Mechanics

3.1. You can top up the amount stated in the listing for NWDD when purchasing by requesting via the "Chat" function in the Carousell app. By not requesting for NWDD, you deem to have opted for SingPost Normal Mail, which will take around 2 to 5 working days to arrive.

4. Restrictions on the Service

4.1. NWDD is not applicable under the following circumstances:

4.1.1 Unusually high volumes of orders,

4.1.2 Weekends, public holidays, or any other holidays as designated by the Government of the Republic of Singapore, which impedes the operations of delivery companies,

4.1.3 Items are out of stock, on pre-order, or not stated in the listing,

4.1.4 Acts of God, natural disasters, flood, fire, tornado, hurricane, or any other circumstances designed by us,

4.1.5 Suspicion of fraud or dishonesty.

4.2 All orders must be paid for and confirmed by 9am Singapore Time (GMT+8) to qualify for NWDD. If the order is confirmed anytime after 9am till midnight, the item will be delivered in 2 working days.

4.3 Subject to the terms in Clause 3, if the item's First Delivery Attempt is not on the Next Working Day, you will be awarded with a Store Credit of equivalent amount you paid for NWDD.

5. You agree that you shall indemnify and hold us, our licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses,

liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with your use of this Service.

6. We make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service. We do not represent or warrant that (a) the use of the Service will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, or (d) the quality of any products, services, information or other materials purchased or obtained by you through the Application will meet your requirements or expectations. The Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded to the extent permissible by law.

7. Internet Delays

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

8. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise with us.

9. If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

10. The failure of us to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.