

## TERMS AND CONDITIONS OF SALES CONTRACT

### **DEFINITIONS**

- “Appliance”** : Shall mean products bearing the LG Brand.
- “Customer”** : Shall mean the person or organization that purchases the Appliance (to include its heir, executor, administrators, successors in title and assigns).
- “LGE”** : Shall mean LG Electronics (M) Sdn Bhd
- “LGE Authorized Technicians”** : Shall mean
- (1) Authorized representatives of LGE;
  - (2) Authorized Technicians/Trained technical personnel; or
  - (3) Appointed authorized and trained technical personnel within Customer region; or
  - (4) LGE service technicians or third party service providers
- whom are contracted with LGE to provide product installation, repair and maintenance services under this Contract. This Services is only applicable for selected Appliances Models only – refer to Sales Order Form for applicability.
- “Location”** : Shall mean the Installation Address.
- “Regular Visit”** : Shall mean services and maintenances provided by LGE Authorized Technicians
- “Self-Service”** : No Regular Visit Services will be provided by LGE Authorized Technicians. For purchase of selected Appliance, Customers shall perform its own maintenance based upon the manual provided with the Appliance. Refer to Sales Order Form for applicability.
- “Service Warranty Condition”** & <https://www.lg.com/my/rent-up/service-and-warranty-terms>

The Customer hereby agrees to be bound by the terms and conditions of purchase of the Appliance as set out in this Contract.

### **TERMS AND CONDITIONS FOR OUTRIGHT PURCHASE OF THE APPLIANCE**

- A. For Contract Term please refer to Sales Order Form.
- B. Delivery and installation of the Appliance will only take place once LGE receive the full payment from the Customer.
- C. For Services and/or warranty conditions please refer <https://www.lg.com/my/rent-up/service-and-warranty-terms> which is subject to review and updated from time to time.
- D. Where applicable, the maintenance shall commence from the day the Appliance is installed together with replace or repair any part of the Appliance, which in the opinion of LGE is defective in operation due to faulty material or workmanship (ie. manufacturing defects) with the exceptions of the filters which is subject to LGE scheduled maintenance and any damages caused by improper use or unauthorized services by the Customer.

- E. Upon expiry of the CareShip Period, Customer shall have the option in signing a new service package Contract with LGE to continue with filter changing and maintenance services subject to charges being imposed.
- F. LGE reserves the right to accept or reject any Customer order.
- G. LGE may sell or assign either absolutely or by way of security any or all of LGE's right under this Contract to any third party and Customer agrees that Customer shall do all things necessary to give effect to such sale or assignment.
- H. Upon completion of the purchase (installation) of the Appliance, the Customer shall receive one copy of this Contract.
- I. Strictly no Appliance upgrade and/or change of models will be allowed once payment had been made.

**TERMS AND CONDITIONS FOR RENTAL OF THE APPLIANCE**

- A. Types of Rental Term as mentioned below. Customer to refer to Sales Order Form on the applicable Rental Term selected.

<b>Rental Term</b>	<b>Terms And Conditions</b>
5 Years (3+2)	This Contract shall commence from the date Appliance is installed and/or delivered for a period of three (3) years ("Minimum Rental Period") and unless otherwise terminated as stated in Clause 8 and 9 of General Terms and Conditions below, or shall automatically continue up to another two (2) years ("Rental Period")
5 Years	This Contract shall commence from the date Appliance is installed and/or delivered for a period of Five (5) years ("Minimum Rental Period") and unless otherwise terminated as stated in Clause 8 and 9 of General Terms and Conditions below
7 Years	This Contract shall commence from the date Appliance is installed and/or delivered for a period of Seven (7) years ("Minimum Rental Period") and unless otherwise terminated as stated in Clause 8 and 9 of General Terms and Conditions below.

- B. LGE reserves the right to charge the Customer for any loss or damage arising out of improper use of the Appliance or for performing unauthorized services on the Appliance. Customer shall be responsible to settle the full tenure product rental fees in the event the product is remarked as lost regardless due to any reason (inclusive and not limited to natural disaster/ theft/ Fire etc).
- C. The Appliance remains the property of LGE during the Rental Period. The Customer shall not under any circumstances attempt to dismantle, repair, undertake maintenance work or replace any filters or parts of the Appliance. The Customer is forbidden from relocating the Appliance without the prior written approval from LGE.
- D. Strictly no Appliance upgrade and/or change of models/colors will be allowed once payment and/or installation had been made.

**PAYMENT AND MONTHLY RENTAL FEE**

- A. Installation of the Appliance is subject to LGE having verified the Customer’s credibility and any other information provided by the Customer as may be necessary.
- B. The Customer hereby agrees that payment shall be by way of direct debit or auto debit of the Customer’s credit or debit card or bank accounts or any other mode of payment approved by LGE from time to time and as agreed upon under this Contract. The Customer shall ensure they have sufficient balance in their bank accounts to fulfil the Monthly Rental Fee payment.
- C. In the event of Rental default in any particular rental month (“Rental Default’), the rental fees of “Minimum Rental Period” will be deemed immediately due and payable by Customer.

In the event there appears to be any outstanding on rental payment of more than four (4) months, LGE shall have the absolute right to terminate the maintenance services (CareShip) and repossess the Appliance. Customer shall be liable to settle the full tenure rental fees with immediate effect.

If LGE does not receive full payment and/or the Monthly Rental Fee from the Customer due to insufficient balance in the Customer’s bank account on the payment due date, LGE shall have the option to use third party means, which shall include listing the Customer with Credit Reporting Agency, collection agencies and commencing legal proceedings and/or LGE shall be entitled to appropriate a sufficient amount from the Customer’s bank account to fulfill the amount due to LGE at a later date. There may be more than one attempt to charge payment to Customer’s credit/debit card account to ensure that the Monthly Rental Fee due to LGE is paid in full.

Actions taken for overdue:

<b>Month in default</b>	<b>Collection Recovery Schedule</b>
<b>1 Month</b>	<b>Reminder</b>
<b>2 Months</b>	<b>Reminder and Further Actions</b>
<b>3 Months</b>	<b>Further Actions &amp; Legal Proceedings</b>
<b>4 Months</b>	<b>Termination of maintenance services [Pop Up Message on TV]</b>
<b>4 Months</b>	<b>Credit Reporting Agency Listing</b>
<b>4 Months</b>	<b>Appliance(s) Repossession &amp; Agreement Termination</b>

- D. Customer hereby authorises LGE, at any time to process (including but not limited to access, obtain, verify and/or use) any data or information from any source (including but not limited to credit reference agencies, credit reporting agencies (CRA) Bank Negara Malaysia (BNM), any credit bureau and/or Central Credit Reference Information System (CCRIS) and such relevant authorities) together with CTOS Data Systems Sdn Bhd for the purposes of disclosing any such credit information of Customer to LGE in order to allow LGE to process Customer’s credit information to determine Customer’s credit standing in relation to entering into this Contract.

- E. i. If the Customer is a company limited by shares, the Customer shall ensure that the Customer's minimum paid-up capital shall be maintained at a sum no less than the amount equivalent to 24 months Monthly Rental Fee throughout the Minimum Rental Period.
  - ii. In the event that the Customer's paid-up capital is less than the amount specified in paragraph [e.(i)] above and if deemed necessary by LGE, or if otherwise deemed necessary by LGE, the Customer shall simultaneously with the execution of this Contract cause such person(s), usually a director of the Customer to execute and deliver a Letter of Guarantee and Indemnity in favour of LGE pertaining to the Rental of the Appliance upon such terms and conditions as may be stipulated by or acceptable to LGE and at the costs and expenses of the Customer.
- F. Despite of any unforeseeable events that may occur which is beyond the control of LGE and Customer, Customer shall still be liable to pay the Rental on timely manner. In any event, Customer may choose to extend the Rental Period and/or CareShip subject to mutual agreement between Customer and LGE.

### **EARLY TERMINATION FEE**

- A. In the event the Customer decides to terminate this Contract during the Minimum Rental Period, the Customer shall pay a termination fee amount equivalent to 100% of the total sum of Monthly Rental Fee for the remainder of the Minimum Rental Period calculated on a calendar month basis.
- B. Early termination by the Customer shall deem to be effective upon return ensure that the Customer's minimum paid-up capital shall be maintained at a sum no less than the amount equivalent to 36 months for the 5 years rental option or 84 months (minimum obligation period) for 7 years option throughout the Minimum Rental Period.

### **GENERAL TERMS AND CONDITIONS**

#### **1. COOLING-OFF PERIOD**

This Agreement is subject to a cooling-off period of ten (10) days. Unless a written consent is provided by the Customer to LGE requesting to waive the cooling-off period for immediate purchase and installation of the Appliance.

#### **2. INSTALLATION CONDITIONS**

This Agreement shall become effective and binding upon the Customer on the date the Product is installed ("Installation Date") and/or upon delivery. LGE shall only install the Appliance upon:

- a) Confirmation of receipt of payment;
- b) LGE has verified the Customer's credit standing and other information provided by Customer;
- c) LGE having determined the suitability of the proposed location for installation of the Appliance;
- d) LGE Authorized Technicians have inspected and verified that in situation where such Locations requires booster pump is required prior to installation of Appliance (applicable for Water Purifier only) due to water pressure related issues. LG Booster Pump is advisable to be installed subject to additional charges being

imposed with the consent of Customer.

- e) LGE having confirmed the availability of the Customer to install the Appliance.
- f) No payments or partial payments will be refunded to Customer for any fees/payment paid after installation of the Appliance.
- g) Customer must always keep LGE informed in the event there appears to change of Location and/or Appliance had been moved to another location for LGE records and payment of rental purposes. Reinstallation of Appliance shall be provided by LGE at its sole discretion as per following:-
  - i) For customer who are within CareShip Period or Rental Periods, LGE shall provide a one (1) time free reinstallation (strictly within LGE Location) per year.
  - ii) For Customers without CareShip Period or Rental Period, Customer shall pay Reinstallation Charges as advised by LGE being relocation of Appliance charges. Fee is subject to change from time to time as advised b LGE.
  - iii) In any event, Customers who dismantle and brought the Appliance to new location without informing LGE, shall bear the installation of reinstallation fee which includes both transportation and labor costs. Fee is subject to change from time to time as advised b LGE.
  - iv) LGE shall impose further charges relating to replacement of parts during reinstallation (if applicable).
- h) Customer acknowledges and agree that LGE and/or LGE Authorized Technicians may be required to move any items obstructing access at the Customer's location/premises, or to perform minor construction works at the Location/premises intended for installation of the Appliances (applicable for Air Conditioner and Washing Machine; Dryer), including drilling of wall(s), in which case, neither LGE nor LGE Authorized Technicians shall be held liable for any damages to the Customer's Location/premises or property incurred prior to during the installation of the Appliance. For the avoidance of doubt, neither LGE nor LGE Authorized Technician shall be responsible to make good or reinstate such wall(s) or any related parts at the Customer Location/premises upon installation of the Appliance.
- i) LGE and/or LGE Authorized Technician reserves the right, at their sole and absolute discretion, to impose installation charges (including the cost of additional parts and/or wiring/piping works, if required) on the Customer if the circumstances so dictate, upon notice to Customer.

### **3. WARRANTY AND DISCLAIMER**

- a) LGE cannot and shall not be held liable for any sickness or illness due to the consumption of drinking water from the Appliance as LGE does not have any control over the usage of the Appliance.
- b) LGE and LGE Authorised Technicians shall not be liable for any alleged defect or malfunction of the Appliance during the CareShip Period due to the Customer's failure to notify on the alleged defects or malfunction.
- c) In event of defects due to defects in performance or defects of the Appliance subject to maintenance service, exchange or return is possible subject to LGE discretion and regulations.
- d) LGE will not in any way be responsible for any loss and/or damages towards the Appliances or incident led by the Appliances without any written confirmation by LGE authorized person in charge after the cooling-off period.

- e) Further terms and conditions provided under Service & Warranty Conditions that can be found via <https://www.lg.com/my/rent-up/service-and-warranty-terms> provided herein shall be applicable.

#### **4. MAINTENANCE SERVICES CONDITIONS:**

- a) LGE shall reasonably endeavor to assure that any and all maintenance and servicing of the Appliance is performed by a professional and reasonably skilled technician with a reasonable standard of care and diligence.
- b) The liability of LGE shall be limited to providing services and replacing parts as covered by this Contract and LGE shall not be liable for any damage, injuries, death, or any consequential damage of whatsoever nature to any person or property, by use or operation of the Appliance. LGE shall not be responsible for any damage caused to the Appliance due to riot, theft, accident, breakage, improper or negligent use, tampering, leakage from pipes, voltage fluctuations etc.
- c) LGE shall perform maintenance services, such as filter replacement and scheduled inspection as stated herein, at a fixed number of times for the Appliance used by the Customer during the term of the Contract. However, if the Customer delays appointment for maintenance due to the circumstances of the Customer, or if the Customer delays the Monthly Rental Fee for more than four (4) months from its scheduled period, the maintenance service will be discontinued until the cause is resolved.
- d) LGE shall not be liable for problems caused by discontinuance or delay of maintenance service by the Customer.
- e) Ordinary wear and tear of the product is to be expected.

#### **5. SERVICES TO BE PROVIDED BY LGE**

- a) Where applicable, during the CareShip Period stated under Sales Order Form under “CareShip Conditions”, LGE Authorized Technicians will provide maintenance for the Appliance. Such services shall commence from the day the Appliance is installed at the Location to carry out maintenance works on the Appliance.
- b) Where applicable, LGE Authorised Technicians shall conduct maintenance works such as sterilization and cleaning of the entire internal water path (e.g. hose (pipe), connector, faucet, etc.) cleaning the internal part of the Appliance with a sterilization kit as well.
- c) In any event Appliance(s) were damaged due to natural disaster, Customer will be informed if standard service cannot be performed due to any reasons provided and if additional cost is required, such information shall be given to Customer prior to the said service of the Appliance(s).

#### **6. LGE NON-RETURN POLICY**

Under the following conditions Appliance are NON-RETURNABLE:-

- a) The Appliance was purchased for someone else who simply does not want it;
- b) The Appliance has no defects. Customer changed his/her mind because of wrong selection, color, size, model or specification, Appliance not meeting expectation, and/or Customer simply don't want it anymore.

- c) The Appliance shall be non-returnable once installation is completed in the interest of hygiene purpose.
- d) The advance payments collected prior to the Credit approval and installations shall be serve for end tenure rental fees which equivalent to the last six (6) months or twelve (12) months of rental period of the total tenure of sixty (60) months or eighty four (84) months (whichever applicable). It shall not be used as any form of reimbursement of outstanding before the end tenure of rental period.
- e) The advance payments are non-refundable once installation completed and non-refundable when early termination exist before the completion of full tenure of both Minimum Rental Period and Rental Period.
- f) Once the product packaging has been opened, it will be deemed delivered and accepted by customer. No order cancellations and refunds will be permitted thereafter.

## **7. REFUND**

- a) Prepayment made by the Customer in respect of Appliance price, rental processing fee and Monthly Rental Fee is refundable PROVIDED that the order is cancelled by Customer in writing before the installation of the Appliance, i.e. within the Cooling-Off period.
- b) Upon receipt of such written notification by the Customer, LGE will process for refund within sixty (60) days from receipt of notice of cancellation by the Customer.

## **8. CANCELLATION OF THIS CONTRACT**

LGE shall cancel this Contract if in the event, the Appliance is found not suitable to be installed at the Location specified due to water pressure and ground water issues (for water purifier only). In such instances, the monies paid by the Customer shall be refund in full by LGE as per clause 7 (b) above if Customer opt for no booster pump being installed as recommended.

## **9. TERMINATION**

- a) LGE reserves the right to terminate this Contract at any time during the Term and retrieve the Appliance under the following circumstances:-
  - i. Poor environmental circumstances (e.g. extreme pollution resulting in very poor air or water quality, as determined by LGE's Service Team), resulting in difficulty in managing and maintaining the Appliance, abnormal usage of the Appliance, transfer and/or sublease of Appliance, unauthorized modification of the Appliance;
  - ii. The monthly payment has been overdue for four (4) months or more;
  - iii. Breach of any terms of this Contract.

No services and/or maintenance services will be provided by LGE Authorized Technicians once any of the above situations occurs.

- b) Customers who terminate this Contract but prior to expiration of the Term are not allowed to enter into another Contract on rental terms with LGE for a period of four (4) months after such termination.

## **10. PERSONAL DATA / PERSONAL INFORMATION**

- a) LGE shall comply with all laws and regulations related to the Personal Data Protection Act 2010 (“PDPA”). Upon signing of this Contract, the Customer acknowledges that the Customer has read and understood LGE Privacy Policy provided under the Privacy Notice and agrees to the processing of the Customer’s personal data as set out in the Privacy Notice at <https://www.lg.com/my/privacy>
- b) LGE's privacy notice is enacted separately and it is protecting the personal information of the Customer how this information will be shared within LGE related companies, affiliates, contractors, vendors or service providers for the purposes of operation and maintenance of the Appliances, for cross-promotional purposes and to otherwise provide customer support and services to Customer and LGE respective employees. LGE shall inform Customer of the purpose and method of collecting and using its personal information through the personal information processing policy and the measures taken by the LGE to protect Customer’s personal information. This personal information processing policy may be changed according to the amendment of related laws or the LGE's privacy policy, which is updated on LGE's website without any prior notice to the Customer.
- c) The Customer must inform LGE in writing of any changes or amendments to the Customer’s personal details as soon as possible.
- d) LGE will not be held responsible for any issue that arises from the Customer’s failure to comply with Clause 10(c) herein. This shall also include Customer’s obligation to inform LGE in writing in the event of any changes or amendment to his/her credit/debit card details, personal details (address, telephone, etc.) and LGE shall not be responsible for any issues arising from Customer's failure to do so.

## **11. LGE’S RIGHTS**

The Customer hereby acknowledges and agrees that LGE shall in its absolute discretion be at liberty to sell, transfer, dispose of, assign and/or novate this Contract and/or the Appliance to or in favour of any other party(ies) provided always that such dealings shall not affect this Contract herein save and except where the change of owner in respect of this Contract and/or the Appliance, the other party(ies) shall take over all obligations of LGE hereunder.

## **12. MISCELLANEOUS**

- a) This Contract shall be governed by the Laws of Malaysia.
- b) Time wherever mentioned shall be deemed to be the essence of this Contract.
- c) The Appliance provided to the Customer under the rental scheme shall remain the property of LGE. Upon the expiry of the Rental Period, LGE shall discontinue the free maintenance services and Customer shall continue to use the Appliance without rental payment to LGE. Customer shall have the option in signing new service package Contract with LGE to continue with filter changing and maintenance services, subject to charges being

imposed.

- d) All other related terms and conditions as outlined in the product user manual and at <https://www.lg.com/my/rent-up/service-and-warranty-terms> shall apply.
- e) No liability shall attach to LGE either in contract or in tort for loss, injury or damage sustained by reason of any defect in the goods whether such defect be intent or apparent on examination and LGE shall not be liable to indemnify the Customer in respect of any claims made against the Customer by a third party for any such loss, injury or damage.
- f) This Contract may be signed using electronic signatures. Authorized signatory must be the Director of the company and/or authorised representative supported by a written letter from the Director. The Customer's electronic signature on any of the electronic documents, including this Contract, will bind the Customer to that document the same way as if it had been signed on a paper copy of the document with an ink pen. The Customer shall not contest the validity or enforceability of any electronic document received or electronically signed because the document and signature are in electronic form. The Customer hereby agrees to immediately notify LGE if the Customer receives any electronic document or information that appears to be in error or not intended for Customer.
- g) This agreement shall supersede any and all prior written and oral agreements made prior to this Agreement. In executing this Agreement, the Customer is not relying upon any promise, representation, term or statement not embodied within this Agreement. LGE's representatives shall have no right to enter into any settlement or special agreement with the Customer other than as stated in this Agreement. LGE does not practice force sales to its Authorised Agent and it is not a requirement to be LGE Authorised Direct Selling Agent.
- h) LGE do not collaborate with any NGO, corporate companies and/or any third parties to provide donations, payment for on behalf and/or partial fees support to End Consumer/Customer. Customer shall bear the full responsibility of the purchased Appliance despite it being Outright or Rental units.
- i) Terms and prices mentioned herein may not be applicable and/or vary for Appliances under promotional activity that is conducted from time to time. Such terms will be provided during the said promotional period.
- j) LGE reserves the right to change any terms herein , <https://www.lg.com/my/rent-up/terms-and-conditions> & <https://www.lg.com/my/rent-up/service-and-warranty-terms> from time to time without prior notice.

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