

TERMS AND CONDITIONS

DEFINITIONS:

Appliance: Water Purifier/ Air Purifier or any other electrical products marketed under the brand name ChungHo, whichever is being referred in Sales Order Form (physical or online) and or installation note (signed by the Customer or any recipient at the location installed).

ChungHo : ChungHo (M) Sdn Bhd

Customer: The person or organization purchasing or renting the appliance details of which are as particularly mentioned in this terms and conditions ("the Agreement") or any other form(s) and/or documents as required by ChungHo from time to time.

Customer authorises ChungHo, at any time and from time to 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 the Central Credit Reference Information System ("CCRIS") and such relevant authorities) for the purposes of evaluating Customer's credit standing and recovery purpose if necessary, as Customer has or may have as ChungHo deems fit in connection to Customer in this application, CCRIS, and/or any such relevant authorities (as the case may be), registered CRAB and/or any business entities for bona fide purpose as ChungHo deems fit. At the same time, Customer also agrees to give consent to CTOS Data Systems Sdn Bhd ChungHo's appointed CRA as defined in the Credit Reporting Agencies Act 2010 for the purpose of this application to disclose any such credit information to ChungHo in order to allow ChungHo to process Customer's credit information to determine Customer's credit standing and personal data as per the PDPA.

Upon signing this agreement, the customer has agreed to be bound by the terms and conditions of this agreement, or any other terms as determined by ChungHo from time to time. ChungHo reserves the right to request additional supporting documents for verification purposes. For avoidance of doubt, any installation note signed by the representative of the Customer shall be binding upon the Customer.

TERMS AND CONDITIONS FOR OUTRIGHT PURCHASE

- 1) This agreement comes into effect from the date the Appliance is successfully installed or after the Customer signed this agreement, whichever shall be later.
- 2) Delivery and installation of the Appliance will only take place after all payments required by ChungHo have been received.
- 3) Installation of the Appliance will be undertaken by ChungHo or its appointed technician at no additional charge. However, if a special request is needed either by ChungHo or the Customer, the Customer shall be notified, and the item cost shall be borne by the Customer.
- 4) The purchase includes one (1) year warranty for free parts and maintenance service but shall exclude any damages caused by improper use or unauthorized service by the Customer. ChungHo shall have the right to do all the necessary inspections to determine the said damages.
- 5) If the Appliance is used beyond its intended usage as determined by ChungHo, ChungHo reserves the right to charge the customer for such additional maintenance cost that ChungHo deems necessary.
- 6) ChungHo reserves the right to accept or reject any Customer order at its absolute discretion.

- 7) Customer will receive 1 copy of the signed agreement and upon delivery and/or installation shall receive a copy of the installation note. It will then be deemed that the Appliance is accepted, fully, and duly installed.
- 8) In the event of any defect to the Appliance during the Warranty period. ChungHo reserves the right to repair or replace the Appliance at its discretion, inclusive of multiple filter changes during regular maintenance. Any exchange component shall remain ChungHo's property.
- 9) Any sum set out in this Agreement or otherwise payable by any party hereto to any other party pursuant to this Agreement shall be deemed to be inclusive of any Sales Services Tax or tax of similar nature ("SST") which is chargeable on the supply or supplies) for which sum is (the whole or part of) the consideration for the said tax purposes.

TERMS AND CONDITIONS FOR RENTAL

- 1) **[Agreement Establishment]** After ChungHo has verified the Customer's credibility and other information, this Agreement comes into effect the date the Appliance is successfully installed or after the Customer has signed the Agreement, whichever shall be later.
- 2) **[Right of order acceptance]** ChungHo reserves the right to accept or reject any Customer order at its absolute discretion.
- 3) **[Unauthorised Purchases]** In the event that forged documents, or any misleading information supplied by Customer are discovered during the term of rental, ChungHo has the right to immediately terminate this Agreement without prejudice to its legal right for other legal proceedings to protect itself and/or recover its losses.
- 4) **[Minimum Contract Period]** The minimum contract period for the rental of the Appliance shall be for a period of three (3) years and thereafter it will be automatically renewed for up to five (5) years unless terminated in writing by the Customer. Early termination that does not fulfil the minimum contract period shall be charged with a Termination Fee. (Refer to Clause 10)
- 5) **[Installation Condition]** Installation of the Appliance will only take place after all payments have been made (For personal registered users only: 1st-month rental fee and registration fee or any other fees required from time to time) and upon confirmation by ChungHo after checking the Customer's availability and location suitability for installation.
- 6) **[Installation of the Appliance]** Basic installation (including standard water tubing for a maximum of 15 meters and standard valve) of the Appliances will be undertaken by ChungHo or its appointed technician at no additional charge.
- 7) **[Rental Service]** Rental includes free parts and scheduled maintenance service for the duration of the rental period. However, the customer is liable for the cost of parts or the Appliance in case of faults due to the Customer's misuse (fair wear and tear excepted). The customer must allow ChungHo to conduct regular maintenance as provided under ChungHo's maintenance policy. ChungHo may consider frequent postponement of maintenance appointments as a breach of the Agreement.
- 8) **[Product Property]** The Appliance provided to the Customer under the rental scheme remains the property of ChungHo. The customer shall under no circumstances attempt to dismantle, repair, undertake maintenance work or replace any filters or parts of the rented Appliance. The customer is forbidden to relocate the Appliance

without prior approval from ChungHo.

9) [Termination of Agreement] Customer is only entitled to terminate the rental after 3 years of the minimum contract period. ChungHo reserves the right to terminate the agreement and retrieve the Appliance under the following circumstances: -

- a) Poor environmental circumstances (e.g. extreme pollution resulting in very poor air and water quality - as determined by our Service Team), where it's difficult to manage and maintain a product, abnormal usage, transfers, sublease, and modifying of the product without approval by ChungHo.
- b) The monthly payment has been due for three (3) months or more.
- c) Breach of any other terms of this Agreement.
- d) Regardless of reasons, unless otherwise agreed by ChungHo, should the termination is within the minimum rental period, the Customer shall be liable to pay all of the amounts stipulated in Clause 10.

Termination is only effective upon the return of the Appliance by the Customer to ChungHo. If Customer fails to return the Appliance to ChungHo, the Agreement shall remain enforced and Customer must continue to pay the monthly rental fees, or the Appliance Loss Fee, whichever is applicable as ChungHo deem fit.

10) [Termination Fee] Termination fee for early termination of the Agreement shall be 50% of the total payment for the remaining contract period.

11) [Appliance Loss Fee] if the Appliance cannot be located, or the Customer failed to return the Appliance upon termination, the Customer will be liable to pay the Appliance loss as follows: -Appliance Loss Fee = (Product Price x 90%) - [(Product Price / 60) x Paid Month]

If the Appliance is found to be in a badly damaged condition and is beyond repair, the Customer will also charge based on the same formula.

PAYMENT	REFUND METHOD	REFUND TIME
Cash / Cheque	Cheque	14 Days
	Online Transfer (IBG)	
Credit Card	Credit Card	30 Days

NOTE: Time frame is dependent on the Banks and not within ChungHo

12) [Monthly Rental Fee Payment]

- a) Customer's first payment will be invoiced in the month following the Appliance installation. Mode of payment shall include direct debit, online payment, cheque or any other method of payment to be determined from time to time by ChungHo
- b) Customers who select the Direct Debit or Auto Debit mode of payment must ensure that they have sufficient balance to service the rental payment. In case of 3 consecutive months' failure or Direct Debit or Auto Debit, ChungHo will charge an extra RNI10 as Rental Collection Handling Fee from the following month's billing. However, once the Customer reactivates the Direct Debit or Auto Debit, ChungHo will waive the Rental Collection Handling Fee from the following month of the reactivated Direct Debit or Auto Debit.
- c) ChungHo will charge an extra RM10 Rental Collection Handling Fee monthly after the cancellation of Direct Debit or Auto Debit by any means, with no subsequent rental advance payment. In addition, if there is no continuous advance rental payment, the said RM10 will be charged monthly from the following month after the previous paid rental advance ended.

- d) ChungHo shall not charge a penalty as mentioned under item 12 (A) and 12 (B) above should the Agreement be terminated due to the default of ChungHo.
- e) Any changes to the banking account that may affect payment shall be informed to ChungHo as soon as possible to avoid any Service / Maintenance delay.
- f) If ChungHo did not receive full payment from the Customer due to insufficient balance on the Payment Date, ChungHo shall be entitled at a later date, to appropriate a sufficient amount from the Customer's bank account to settle the amount owing.
- g) Action towards the Overdue Rental Account:

MONTHS OF OVERDUE	ACTION
2	Remind by SMS and Call
3	Send Reminder Letter
4	Termination of Maintenance Service
4	Listing with Credit Reporting Agency
5	Repossess the Appliance
6	Pass Over the Account to Collection Agency

- 13) [ChungHo's Right To Assign]** ChungHo may sell or assign either absolutely or by way of security any or all of ChungHo's right under this Agreement to any third party, and Customer agrees that Customer shall do all things necessary to give effect to such sale or assignment.
- 14) [Non-Payment of Rental]** In the event Customer has continuously failed to pay the rental fee, ChungHo has the right to stop providing service and to repossess the product. ChungHo shall be entitled to take the necessary measures to recover the outstanding rental amount. Where rental outstanding customers are concerned, ChungHo has the option to use third-party means, which shall include listing the Customer with Credit Reporting Agency, collection agencies and legal proceedings.
- 15) [Registration Fee]** Customer shall pay a Registration fee of RM200 .00 for internal processing and arrangement and this Registration Fee is not refundable.
- 16) [Ownership Transfer]** Upon full and prompt rental payment for five (5) continuous years, the ownership of the rented Appliance shall be transferred to the Customer at no additional charge upon application by the Customer for the ownership. Customers may choose among the following;
- a) Customer may enter a new agreement to another new model with the same product category i.e. water purifier, air purifier or bidet for a new rental. In this case, the Customer shall pay the new rental fee accordingly.
 - b) Customer may continue filter changing and maintenance service by signing a new service agreement with ChungHo.

17) [Others]

- a) Any sum set out in this Agreement or otherwise payable by any party hereto to any other party pursuant to this Agreement shall be deemed to be inclusive of any Sales and Service Tax or tax of similar nature ("SST") which is chargeable on the supply (or supplies) for which sum is (the whole or part of) the consideration for

SST purposes.

- b) All payments to be made herein by Customer to ChungHo shall be by way of debiting of Customer's credit card account or any other modes of payment approved by ChungHo from time to time. Customer shall upon signing this Agreement completely execute the relevant payment Authorization form as annexed herein or any other documents as required from time to time.
- c) ChungHo shall maintain the Appliance by its current maintenance policy. However, if the Appliance is used beyond its intended usage as determined by ChungHo, ChungHo reserves the right to charge the Customer with additional maintenance cost or any other fee as ChungHo deems necessary.
- d) ChungHo shall be entitled to increase the monthly rental to take into account any increase in the operating cost of ChungHo in respect of the Appliance including but not limited to any increase in the cost of labour, material, transport, and tax.
- e) Any changes or amendments to the Customer's details (address, telephone, etc.) shall be notified to ChungHo as soon as possible.
- f) ChungHo will not responsible for any loss damage and/or issue arising from Customer's failure to comply with Clause 17E.
- g) In case of dispute, the management of ChungHo reserves the right to make the final decision.
- h) In the event of a product defect during the Warranty period, ChungHo reserves the right to repair or replace the Appliance at its absolute discretion, inclusive of any fitter change during regular maintenance. All exchange components shall remain ChungHo's property.

I, unconditionally hereby agree with the above terms and conditions