

## 1. Introduction

i. Delivery service together with one-time installation for Samsung consumer electronic products (if installation is applicable/purchased). Service will take place as set forth in this document ("the Service Scope") at Customer's location, as identified on the invoice.

ii. This Service is provided by Samsung SDS Malaysia Sdn Bhd ("SDS") or other third party service provider/installer (collectively "Service Provider"). The Service transaction is between the Customer and Service Provider. Samsung Malaysia Electronics (SME) Sdn Bhd ("Samsung") is only hosting this site in respect of the Service to connect Customer and Service Provider. Customer acknowledges that Samsung is not a service provider for the Service stated herein.

iii. By purchasing the Service, Customer agrees to be bound by all terms and conditions set forth in this terms and conditions stated herein.

## 2. Service Hours for Express Delivery with Installation \*

Monday to Friday: 10am – 7pm

Saturday: 10am -2pm; excluding Sunday and Public Holidays

\*Service Hours subject to change depending on the installer's availability.

## 3. Service Area for Express Delivery with Installation

East Malaysia (selected postcodes)

| PostCode | City    | State   |
|----------|---------|---------|
| 93000    | Kuching | Sarawak |
| 93010    | Kuching | Sarawak |
| 93050    | Kuching | Sarawak |
| 93100    | Kuching | Sarawak |
| 93150    | Kuching | Sarawak |
| 93200    | Kuching | Sarawak |
| 93250    | Kuching | Sarawak |
| 93300    | Kuching | Sarawak |
| 93350    | Kuching | Sarawak |
| 93400    | Kuching | Sarawak |
| 93450    | Kuching | Sarawak |
| 93480    | Kuching | Sarawak |
| 93586    | Kuching | Sarawak |
| 93746    | Kuching | Sarawak |
| 94300    | Kuching | Sarawak |
| 94750    | Serian  | Sarawak |
| 94700    | Serian  | Sarawak |
| 94760    | Serian  | Sarawak |

**For Apartment/Condo:** Subject to the respective Building Management's approval.

i. The installation service must be completed on the same day. If for whatever reason the Customer requires further installation after basic installation is completed, arrangements should be made with the installer and a separate fee may be charged to the Customer for further installation.

ii. The delivery and/or installation service (if applicable) under 'Express Delivery' will be completed within 3 working days from order acknowledgement date but subject always to stock availability. Samsung reserves the rights to change the 'Express Delivery' to 'Standard Delivery'\* if there is no stock with the fulfilment partner.

iii. In the event 'Express Delivery' is changed to 'Standard Delivery' and if installation is applicable:-

- (a) the installation service will be cancelled/omitted from the Service Scope and the Customer shall arrange for their own installation; and
- (b) the fees actually paid by the Customer for the installation service will be refunded back to the Customer.

\*Lead time for Standard Delivery may exceed 5 working days.

#### **4. Service Scope**

Please refer to FAQ for further information on the service scope.

<https://www.samsung.com/my/shop-faq/delivery-and-installations/what-is-the-service-scope-included-for-installation-services-in-east-malaysia/>

#### **5. Scheduling for Installation.**

- i. Within two (2) working days of ordering your Service, you will be contacted by Service Provider's appointed installer to schedule an agreed date for the installation service and delivery of the product to your home.
- ii. If you require any add-on services on top of the installation package paid/purchased, please arrange with installer upon booking. Any add-on services will be paid by Customer to the installer directly.
- iii. Product(s) purchased under the same order that do not require installation service will be delivered separately through courier and will follow the usual shipping terms and conditions.
- iv. Installation service cannot be requested after confirmation of normal delivery service. Any request for provision of installation (including any fees thereon), will strictly be between the installer and the Customer.

#### **6. No Re-Scheduling**

Re-scheduling will not be permitted once the installer has successfully scheduled an appointment.

#### **7. Cancellation of Service**

- i. Cancellation of the Service and order will not be permitted once payment has been confirmed by SDS. In the event the installer is unable to complete the Service for reasons unrelated to the installer, RM100 administrative fee will be deducted from each refund of each service fee.

#### **8. What if the product cannot fit through my door?**

It is the responsibility of the Customer to ensure that the products are able to fit into the designated area before purchasing. In the event that the products cannot fit, service and order cancellation will not be permitted.

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.

#### **9. General**

- i. In the event Customer have queries with regard to the Service, please call Samsung Customer Service at 1800 88 9999 for clarification.
- ii. By participating in this Service, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung and/or SDS in every aspect of this Service shall be final and binding.
- iii. Samsung and/or SDS reserves the right to amend these Terms and Conditions without prior notice to the extent permitted by law.
- iv. Samsung shall not be liable or responsible in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the Service. If there is any dispute between Customer and Service Provider, Customer agrees that Samsung is under no obligation to be involved.
- v. By purchasing, subscribing or utilising this Service, the Customer agrees to release and hold

Samsung and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with this Service, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

vi. The Customer acknowledges that Samsung and Service Provider may collect the Customer's information including personal information in the form of, among others, survey forms, (whether on our own or by appointed service provided) taken during the performance of Service. By purchasing the Service, you agree that the collection of such information will be processed, handled and use in accordance with the Samsung Privacy Policy at <http://www.samsung.com/my/info/privacy.html>. and SDS Privacy Policy.

vii. The Customer will be deemed to have consented to the use of their personal data in the manner set out in Samsung Privacy Policy and SDS Privacy Policy when using the Service.

viii. The Terms and Condition herein shall be governed by and interpreted in accordance with Malaysian law and the parties submit to the exclusive jurisdiction of the Malaysian courts.