

EXPRESS DELIVERY TERMS AND CONDITIONS (MOBILE PRODUCTS)

1. Introduction

- i. Express delivery service ("Service") for Samsung mobile products will take place as set forth in this document 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 (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 selecting the Service, Customer agrees to be bound by all terms and conditions set forth in these terms and conditions stated herein.

2. Service Hours for Express Delivery

Monday to Saturday: 10 am – 7 pm; excluding Sunday and public holidays

Note: Service hours are subject to change depending on the Service Provider's availability

3. Service Area for Express Delivery

- i. The details of the Service Area for Express Delivery are stated in [Appendix A](#)
- ii. The Service will be completed within 1 to 2 working days from the order acknowledgement date, but subject to stock availability. Samsung reserves the right to change the 'Express Delivery' to 'Standard Delivery' if there is no stock with the fulfilment partner/Service Provider.

Note: Lead time for mobile products' Standard Delivery is 2 to 3 working days for West Malaysia; and 5 to 7 working days for East Malaysia.

4. Cancellation of Service

Cancellation of the Service and order will not be permitted once payment has been confirmed by SDS. For further information, please refer to the Return and Cancellation FAQ at <https://www.samsung.com/my/shop-faq/returns-and-cancellations/>

5. Delivery

- i. The Service may involve use of third party courier/delivery service provider. The mobile products will be deemed as delivered to you if delivered to the address stated in your order acknowledgement email. In this regard, the proof of delivery which includes tracking status from the third party courier/delivery service; photo of the delivered package; photo of receipt by third part(ies) at the shipping address; photo of the parcel being left at doorstep at the delivery address; or photo of the parcel being left at mailbox of security guard counter for the delivery address (particularly for condominium or gated residence) shall be sufficient proof of delivery (actual physical signature from Customer not required). Therefore, Customer shall ensure accurate shipping details (address, contact number, etc.) during checkout.
- ii. Samsung and/or Service Provider shall not be liable for failed, delayed, misdirected delivery or loss resulting from incorrect or insufficient shipping details provided by Customer.

6. General

- i. In the event the Customer has queries with regard to the Service, please call Samsung Customer Service at 1800 88 9999 for clarification.

- ii. By selecting this Service, Customer fully and unconditionally agrees to and accepts the Terms and Conditions stated herein and the decisions of Samsung and/or SDS regarding 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 not obligated 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 Conditions herein shall be governed by and interpreted in accordance with Malaysian law and the parties submit to the exclusive jurisdiction of the Malaysian courts.