TERMS AND CONDITIONS FOR EXPRESS DELIVERY INSTALLATION SERVICE

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*

Group A: All states except Kedah, Kelantan and Terengganu

- Monday to Friday: 10:00 AM 7:00 PM
- Saturday: 10:00 AM 1:00 PM, excluding Sunday and Public Holidays

Group B: Kedah, Kelantan and Terengganu

• Saturday to Thursday: 10:00 AM – 7:00 PM, excluding Friday and Public Holiday

*Service Hours are subject to change depending on the store opening hours and installer's availability. Samsung reserve the rights to change the service hours at its sole discretion and without prior notice.

3. Express Delivery and Installation Orders*

Here's what you can expect for express delivery, subject to stock and installer's availability.

i. All Orders (Excluding Air Conditioners):

- Orders placed before 11:00 AM: Same-day delivery and installation
- Orders placed after 11:00 AM: Next-day delivery and installation

ii. Air Conditioner Orders:

Next-day delivery and installation

*Additional Terms

- i. These target schedules are non-binding and are subject to external factors, including, but not limited to, traffic, weather conditions, the availability of the installer, and operational delays.
- ii. It is the customer's responsibility to obtain any necessary permits or approvals for the installation. Failure to meet these requirements may result in delays or additional charges.

4. Service Area for Express Delivery with Installation

- i. Same-day delivery is only available for eligible postal codes within the coverage area.
 - East Malaysia: Kuching, Serian and Kota Samarahan, Sarawak <u>Click here for postcode</u> <u>coverage</u>
 - West Malaysia: Johor Click here for postcode coverage

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

- ii. 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.
- iii. 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.
- iv. 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 actual installation service paid by the Customer will be refunded
 - (c) if the installation was offered as a free service, it would also be cancelled/omitted from the Service Scope, with no refund will apply as the service was offered without charge.

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

5. Service Scope

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

6. Scheduling for Installation.

- 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 the Customer's location, as identified on the invoice.
- ii. If you require any additional services beyond the installation packaged purchased, Customer needs to make the arrangement directly with the installer when confirming the installation schedule. Customer will pay the installer directly for the additional installation services.
- iii. All products in the same order, including those items not requiring installation, will be delivered in a single delivery. Split deliveries are not allowed for express delivery.
- iv. Once "standard delivery without installation" or "express delivery without installation" order is confirmed, installation services cannot be added. For any subsequent installation requests, including payments, must be arranged directly between the Customer and the installer.

7. No Re-Scheduling

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

8. Cancellation of Service

- Cancellation of the Service and order will not be permitted once payment has been confirmed by SDS.
- ii. In exceptional cases where the Customer proceeds to cancel the installation, an RM100 installation cancellation fee will be deducted from each service fee(s) paid, and the remaining balance will be refunded.

9. 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. ii. 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.

10. General

- i. In the event Customer has 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, SDS 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