

Samsung Terms & Conditions

- a. “You are hereby agreeing to avail the “Buy Now Pay Later” services from Qist Bazaar (Private) Limited (“Qist Bazaar”).
- b. Qist Bazaar is independent from Samsung and its distributors.
- c. The confirmation of your order will be conditional upon approval from Qist Bazaar and your contract for payment services will be with Qist Bazaar. Samsung and/or its distributor can cancel the order if Qist Bazaar does not approve the same within the specified time.
- d. Upon purchase through Qist Bazaar, your Product will come pre-loaded with Knox Guard application, which application is capable of monitoring and locking your device, limit is functionality, and will collect data from your device. You hereby consent to the same. You will be responsible for meeting the requirements of QB in relation to connectivity for the Knox Guard application.
- e. You hereby consent to the sharing and usage of the data provided by you and the data collected from your interaction with the E-store, with/by Samsung, its authorized service providers and distributors and/or Qist Bazaar, and their respective affiliates, for the purposes of this order/transaction.
- f. You also confirm that you have read and understood the terms and conditions of your agreement with Qist Bazaar and hereby consent to such terms and conditions”.

Qist Bazaar Terms & Conditions

[Following are the terms and conditions applicable to our Customer. These terms are based under MUSAWAMAH FINANCING AGREEMENT which is a Shariah Compliant document.]

This "Agreement" is made at _____ on _____ day of _____ 2024 by and **between QistBazaar (Private) Limited** (hereinafter referred to as the "QISTBAZAAR" which expression shall where the context so permits mean and include its successors in interest and assigns] of the one part. **and**.....S/o. D/o. W/o holding CNIC No. _____ (hereinafter referred as "Customer/Client" which expression shall where the context so permits mean and include its successors in interest and permitted assigns) of the other part. Whereas customer has requested QistBazaar for Musawamah financing, whereas QISTBAZAAR has purchased the Goods/article from the supplier for onward sale to the Customer and has made the payment to the supplier.

IT IS AGREED BY THE PARTIES AS FOLLOWS: -

1. FINANCING FOR THE PURCHASE OF THE GOODS

1.1 The Customer will purchase the Goods/article as per details given in this agreement through financing from QISTBAZAAR under the Musawamah mode of finance for a Contract price of Rs. _____.

1.2 The Customer undertakes to pay the Contract price referred to above in _____ installments, as per the schedule given in this agreement.

1.3 QISTBAZAAR will sell the goods under Musawamah mode of Finance to the Customer at the Contract price of Rs. _____ which shall be payable in _____ installments, as per the schedule given in this agreement.

1.4. Qist Bazaar through a distributor, shall deliver the Goods/articles in accordance with this agreement to the customer, and the Delivery will be considered "Offer to Sale". The customer's acceptance of the Goods/article, will be considered "Acceptance of Sale." Hence, the sale will be concluded on the basis of "Bai Ta'aati".

2. PAYMENT OF CONTRACT PRICE

2.1 Payment of the Contract price shall be made by the Client under this Agreement in full, without any set-off, roll over or counter claim whatsoever, on the due date and during business hours of Business Day, free and clear of any deductions or withholdings, to the bank account of QISTBAZAAR or cash as may be notified from time to time.

3. REPRESENTATIONS AND WARRANTIES

The Client warrants and represents to QISTBAZAAR that the execution, delivery and performance of this Document by the Client will not:

- i. contravene any existing law, regulations or authorization to which the Client is subject.
- ii. any breach of or default under any agreement or other instrument to which the Client is a party or is subject to.

4. EVENT OF DEFAULT

4.1 There shall be an Event of Default if in the opinion of QISTBAZAAR, any representation or warranty made or deemed to be made or repeated by the Client in or pursuant to any document delivered under this Agreement (a) is found to be incorrect (b) any indebtedness of the Client to

QISTBAZAAR in excess of Rs. _____
[Rupees _____ only] is not

paid when due or becomes due or capable of being declared due prior to its stated maturity;

4.2 Notwithstanding anything contained herein, QISTBAZAAR may without prejudice to its other rights, at any time after the happening of an Event of Default by notice to the Client declare that entire amount by which the Client is indebted to QISTBAZAAR shall forth with become due and payable.

4.3. By executing this Agreement, the Client authorizes QB to effect recovery of any amounts payable by the Client hereunder through all permissible modes, including by use of Knox Application, which may be used to track and monitor the device and to lock or limit its functionality.

5. CHARITY

5.1 In case of non-payment by the Client under this Document on a specified date or an extension allowed in writing, the Client hereby undertakes to pay Charity through QISTBAZAAR, if so, demanded by QISTBAZAAR, an amount equivalent to _____ % per month for the entire period of default, calculated on the total amount of the obligations remaining un-discharged. The Charity amount shall be used at the absolute discretion of the QISTBAZAAR, exclusively for the purposes of approved charity.

6. INDEMNITIES

6.1 The Client hereby indemnify QISTBAZAAR against any expense which QISTBAZAAR shall prove as rightly incurred by it as a consequence of:

- i. The occurrence of any Event of Default
- ii. The purchase and sale of Goods or any part thereof by the Client or the ownership thereof, and
- iii. Any misrepresentation.

7. ASSIGNMENT

7.1 This contract shall be binding upon and inure to the benefit of and be enforceable by QISTBAZAAR, against the Client, and respective successors permitted and are Parties hereto, and the Client shall not assign or transfer any of its rights or obligations under this Agreement, without the written consent of QISTBAZAAR.

8. GENERAL

8.1 QISTBAZAAR is not accountable to the customer for any loss, damages, claim, demand, liability, cost or expense of any kind sustained by the customer directly or indirectly resulting from / or and inadequacy for any purpose, or any defect therein, in the article/product selected by him, or sustained by the customer due to his negligence directly or indirectly.

8.2 QISTBAZAAR shall have the right to cancel and to terminate this agreement in case of the customer's default to make any installment after the due date. Customer must understand all the terms and conditions stated above as the same have been briefly explained to him in Urdu and further state that all the particulars/ details provided by customer are true and correct to the best of his knowledge and QISTBAZAAR is free to verify the details/ particulars given by him and his guarantors / sureties through their own sources at any time.

8.3 The client hereby declare/undertake/certify that:

- He is free from all encumbrances of FATCA/CRS/NACTA/PEP/UNSC/OFAC
- He presents all rights to QISTBAZAAR to obtain, verify and store his information through Verisys / biometrics or any other mode for any present or future transaction.

-In case of his death, his legal heirs shall be liable to pay the balance amount or return the product to QISTBAZAAR, in good condition.

-The personal guarantors whose particulars are mentioned in this agreement are aware of their responsibility and liability and hold no objection whatsoever to the action taken by QISTBAZAAR in case of any breach under this agreement.

8.4 QISTBAZAAR has the right to retain the data of the customer collected directly by QB itself from the Customer for future use without any permission from the customer.