

TERMS AND CONDITIONS

DEFINITIONS

Appliance: Oven / Mixer / Steamer MP4 / Home Appliances / or any other product marketed under the brand name SSODD, whichever is being referred to in the Sales Order Form.

SSODD: SSODD Marketplace Sdn Bhd

Customer: The person or organisation purchasing or renting the Appliance

Customer agrees to be bound by the terms and conditions of purchase of the Appliance as set out herein ("Agreement"). SSODD reserves the right to request additional supporting documents for verification purpose.

GENERAL

1. 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 Goods and Services Tax or tax of similar nature ("GST") which is chargeable on the supply (or supplies) for which sum is (the whole or part of) the consideration for GST purposes.
2. SSODD reserves the right to accept or reject any Customer order.
3. SSODD may sell or assign either absolutely or by way of security any or all of SSODD right under this Agreement to any third party, and Customer agrees that Customer shall do all things necessary to give effect to such sales or assignment.
4. [Personal information/Personal Data]
 - a. SSODD Privacy Statement which can be found at https://www.ssodd.com/?page_id=957 will form an integral part of this Agreement ("Privacy Statement").
 - b. Upon signing this assignment Customer acknowledges that Customer has read and understood the Privacy Statement and agrees to the processing of Customer's personal data as set out in the Privacy Statement. SSODD may update the Privacy Statement from time to time and may use reasonable efforts to bring any significant changes to the Privacy Statement to Customer's attention.
5. Customer authorises SSODD, 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 purpose of evaluating Customer's credit standing, as SSODD deems fit in connection with this application. At the same time, Customer also agrees to give consent to CTOS Data Systems Sdn Bhd which is SSODD appointed CRA as define in the Credit Reporting Agencies Act 2010 for the purpose of this application to disclose any such credit information to SSODD in order to allow SSODD to process Customer's credit information to determine Customer's credit standing.
6. Customer will receive one (1) copy of the signed agreement and upon delivery shall receive a copy of the Delivery Note. Customer will be deemed to have accepted that the Appliance is

satisfactory and the installation of the Appliance has been performed to Customer's satisfaction upon receipt of the same.

7. [Refund]

- A. Prepayment made by Customer in respect of product price, rental processing fee and monthly rental fee is refundable provided that the order is cancelled by Customer in writing before the delivery of the Appliance. Upon receiving such written request from Customer, SSODD will process refund within the time stipulated below:

Customer's payment made via	Refund to Customer via	Refund Time
Cash / Cheque	Cheque	30 days
	Direct Transfer	14 days
Debit / Credit Card	Debit/Credit Card	30 days

8. This Agreement shall be governed by the laws of Malaysia.

SECTION A: TERMS APPLICABLE FOR OUTRIGHT PURCHASE OF APPLIANCE

1. The terms and conditions under this Section A shall only apply where the Appliance is purchased outright by Customer.
2. This Agreement come into effect from the date the Appliance is successfully delivered and after the Customer has signed this Agreement.
3. SSODD will only deliver the Appliance after SSODD has received all the relevant payment from the Customer.
4. Customer's purchase of the Appliance shall include free parts and maintenance for a pre-determined period. However, SSODD reserves the right not to provide free parts or maintenance services for loss or damage to the Appliance arising out of improper use of the Appliance or unauthorized services performed on the Appliance.
5. SSODD reserves the right to charge Customer separately for the costs of additional maintenance services which SSODD deems necessary, if such additional maintenance costs arise due to improper use of the Appliance, including any use of the Appliance beyond its intended purpose.
6. SSODD reserves the right to repair or replace the Appliance or any part of the Appliance at its sole discretion if there are defects to the Appliance during the warranty period. All components used to repair or replace the Appliance or any part of the Appliance shall remain the property of SSODD.
7. [Non-Payment]
 - a. In the event Customer fails to make all payment due to SSODD in full, SSODD has the right to use any legitimate means, which shall include but not limited to listing the Customer with a CRA, engaging collection agencies and commencing legal proceedings to recover the outstanding amount.

SECTION B: TERMS APPLICABLE FOR RENTAL OR APPLIANCE

1. [Applicability]

The terms and conditions under this Section B shall only apply where the Appliance is purchased on rental terms.

2. [Term]

This Agreement shall commence and be effective upon:

- A. SSODD has verified the Customer's credibility and other information provided by Customer;
- B. The Appliance is successfully delivered; and
- C. The Customer has signed this Agreement,

("Rental commencement Date"), unless earlier terminated, this Agreement shall commence from the Rental Commencement Date and continue for a period of one (1) years.

3. [Unauthorised Purchases]

SSODD reserves the right to take legal proceeding in the event it discovers that false information, including forged documents, have been provided to SSODD.

4. [Rental Period]

The Rental Period for the Appliance is one years from the Rental Commencement Date. SSODD will impose termination fees if Customer terminates this Agreement during the Minimum Rental Period in accordance with Clause 11.

5. [Delivery Conditions]

SSODD will only deliver the Appliance after:

- A. All relevant payment have been made;
- B. SSODD has verified the Customer's credibility and other information provided by Customer;
- C. SSODD has verified the suitability of the proposed location for delivery of the Appliance; and
- D. SSODD has confirmed the availability of Customer.

6. [Processing Fee]

Customer shall pay rental processing fee for internal processing purposes. This processing fee is not refundable. Upon Company's internal credit assessment, the processing fee is deducted from customer's debit/credit card or bank accounts, where applicable.

7. [Warranty and Maintenance Service]

- A. Customer's rental of the Appliance includes free replacement parts as deemed necessary by SSODD and scheduled maintenance services for the duration of the Term. SSODD reserves the right to charge Customer separately for: (a) any part required to repair the Appliance; or (b) replacement of the Appliance, due to loss or damage arising out of improper use of the Appliance or unauthorized services performed on the Appliance.
- B. SSODD will maintain the Appliance in accordance with its current maintenance policy. SSODD reserves the right to charge Customer separately for the costs of additional maintenance services which SSODD deems necessary, if such additional maintenance costs arise due to improper use of the Appliance, including any use of the Appliance beyond its intended purposes.

- C. Customer must allow SSODD to conduct regular maintenance as provided for under SSODD maintenance policy. Frequent postponement of maintenance appointment will be viewed as a breach of this Agreement.
 - D. In the event Customer requests scheduled maintenance service to be cancelled, Customer shall not hold SSODD liable in any manner whatsoever for any losses of damages arising from the cancellation. SSODD will not provide additional maintenance service in replacement of the cancelled scheduled service.
 - E. Customer shall not attempt to transfer, sublease, resell or rent the Appliance. Loss of Appliance or attempts to transfer, sublease or resell of the Appliance will be viewed as a breach to this Agreement which warrant legal action.
 - F. SSODD reserves the right to repair or replace the Appliance or any part of the Appliance at its soles discretion if there are defects to the Appliance during the warranty period. Such right shall include any decisions to change the filter of the Appliance during regular maintenance. All components used to repair or replace the Appliance or any part of the Appliance shall remain the property of SSODD.
8. [Product Property]

The Appliance provided to the Customer under the rental scheme remains the property of SSODD. The Customer shall under no circumstances attempt to dismantle, repair, undertake maintenance work or replace any parts of the rented Appliance in any manner without prior written approval from SSODD.

9. [Termination of Agreement]

Customer shall not terminate the Agreement during Rental Period. Customer shall be liable to pay all amounts stipulated under Clause 11 if Customer terminates the Agreement during the Rental Period. The termination shall only be effective once customer returns the Appliance to SSODD. If Customer fails to return the Appliance to SSODD, the Agreement shall remain in force and customer must continue to pay the monthly rental fees.

SSODD reserves the right to terminate the Agreement at any time during the Term and retrieve the Appliance under the following circumstances:-

- A. Poor environment circumstances (e.g. extreme pollution resulting in very poor air or water quality, as determined by SSODD Services Team), resulting in difficulty in managing and maintaining the Appliance, abnormal usage of the Appliance, transfer and / or sublease of Appliance, unauthorized modification of Appliance.
 - B. The monthly payment has been overdue for three (3) months or more.
 - C. Breach of any other terms of this Agreement.
10. [Rental After Termination]

Customers who terminate the Rental Agreement but prior to expiration of the Term are not allowed to enter into another Agreement on rental terms with SSODD for a period of three (3) months after such termination.

11. [Early Termination Fee]

In the event of termination of this Agreement during the Rental Period, Customer shall pay a termination fee amount equal to 50% of the total sum of monthly rental fee for the remainder of the Rental Period calculated on a calendar month basis.

12. [Appliance Loss Fee]

If the Appliance cannot be located or is found to be in a badly damage condition and is beyond repair, the Customer will be liable for the Appliance Loss Fee calculated as follows:-

Appliance Loss Fee = (Product Price x 90%) - [(Product Price/60) x Paid Month]

13. [Billing]

- A. Regardless of the commencement date and expiry/termination date of the Term, the monthly rental fee shall be charged in full amount in accordance with the fee agreed in this Agreement on a calendar month basis from the month following the installation of the Appliance until the month on which, subject to Rental Period stipulated in Clause 4, the Agreement expires or is terminated either by SSODD or by Customer.
- B. Unless otherwise agreed by SSODD, Customer shall settle the rental fee within thirty (30) days from the Billing Date. In the event of termination of this Agreement either by SSODD or by Customer, all monies owing to SSODD shall become due immediately.
- C. Any dispute regarding billing must be communicated to SSODD in writing within thirty (30) days from the date of the relevant invoice failing which, the invoice is deemed to be accurate. Notwithstanding a dispute regarding the amount in the invoice, Customer shall promptly pay any outstanding amount which is not in dispute.
- D. SSODD reserves the right to change mode of billing from time to time without giving any prior notice.

14. [Monthly Rental Fee Payment]

- A. All payment to be made herein by Customer to SSODD shall be by way of direct debit/auto debit of Customer's credit/debit card or bank accounts or any other modes of payment approved by SSODD from time to time and as agreed upon under this Agreement complete and execute the relevant payment authorisation form as annexed herein.
- B. If Customer opts to pay via other mode, other than direct debit/auto debit of Customer's credit/debit card or bank account, SSODD will charge an additional RM10 as Rental Collection Handling Fee in the monthly rental fee due to SSODD.
- C. Customer who selects the Direct Debitor Auto Debit mode of payment must ensure that they have sufficient balance to fulfil the monthly rental payment. SSODD reserves the right to charge an additional RM10 as a Rental Collection Handling Fee in the case of failure to obtain payment through direct debit or auto debit for two (2) consecutive months with no subsequent advance payment of rental. The Rental Collection Handling Fee will be charged on a monthly basis beginning from the month following the second consecutive month in which Customer fails to make payment via direct debitor auto debit.
- D. SSODD reserves the right to charge the Rental Collecting Handling Fee monthly if Customer cancels direct debit or auto debit by any means, with no subsequent advance payment of rental by Customer. If Customer continues not to pay advance payment of rental, SSODD will charge the Rental Collection Handling Fee monthly from the month following the end of any payment of rental in advance.
- E. Customer must inform SSODD in writing as soon as possible of any changes to bank account details which may affect payment to avoid any delay in providing services.
- F. Where SSODD does not receive full payment from the customer due to insufficient balance in the Customer's bank account on the date payments due. SSODD shall be entitled to appropriate a sufficient amount from the Customer's bank account to fulfil the amount due to SSODD at the later date. There may be more than one attempt to

charge payment to customer's credit/debit card account and bank accounts to ensure that the monthly rental fee due to SSODD is pay in full.

15. [Non-Payment of Rental]

SSODD has the right to stop providing services and repossess the Appliance in the event Customer continues to fail to pay the rental fee. SSODD shall be entitled to take the necessary measures to recover the outstanding rental amount. SSODD shall be entitled to use any legitimate means to collect such outstanding amounts, which shall include but not limited to listing the Customer with a CRA, engaging collection agencies and commencing legal proceedings. The following will be the procedure taken against overdue rental payment:

Month of arrears	Action
2	SMS to remind Customer
3	Send Reminder Letter to Customer
4	Termination of maintenance service
4	Pass over the account to collection agency
6	Repossess the Appliance
6	Listing with a Credit Reporting Agency

16. [Ownership Transfer]

Upon full and prompt rental for one (1) years, the ownership of the Appliance will be transferred to Customer at no additional charge upon application for ownership by Customer.

17. [Others]

- A. SSODD shall be entitled to increase the monthly rental in order to take into account any increase in SSODD operating costs in respect of the Appliance including but not limited to any increase in the cost of labour, material and transport.
- B. Customer must inform SSODD in writing of any changes or amendment to the Customer's personal details (address, telephone, etc.) as soon as possible.
- C. SSODD will not be responsible for any issues that arise due to Customer's failure to comply with Clause 17B.
- D. SSODD reserves the right to make the final decision regarding any dispute.