

Terms of Service, Refund And Cancellation Policies

1. INTRODUCTION

- 1.1 Welcome to the Gading platform (the "Site"). Please read the following Terms of Service carefully before using this Site so that you are aware of your legal rights and obligations with respect to Gading Kencana Sdn. Bhd. (Company Registration No. 270511-HJ) and its affiliates and subsidiaries (individually and collectively, "Gading", "we", "us" or "our"). Any new features added to or augmenting the Services are also subject to these Terms of Service. These Terms of Service govern your use of Services provided by Gading.
- 1.2 The Services include an online platform service that provides a place and opportunity for the sale of goods for the buyer ("Buyer") (collectively "you", "Users" or "Parties"). The actual contract for sale is directly between Buyer and Gading. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like.
- 1.3 Before making any purchase in the Site, you must read and accept all of the terms and conditions in, and linked to, these Terms of Service.
- 1.4 Gading reserves the right to change, modify, suspend or discontinue all or any part of this Site or the Services at any time or upon notice as required by local laws. Gading may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in its sole discretion and without notice or liability.
- 1.5 Gading reserves the right to refuse to provide you access to the Site or Services for any reason.

BY USING GADING SERVICES, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN MALAYSIA (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT MAKE ANY PURCHASE UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

2. PURCHASE AND PAYMENT

2.1 Gading supports one or more of the following payment methods:

(i) Credit Card

Card payments are processed through third-party payment channels and the type of credit cards accepted by these payment channels may vary depending on the jurisdiction you are in.

(ii) Bank Transfer

Buyer may make payments through an Automated Teller Machine or internet bank transfer ("Bank Transfer") to our designated Gading Current Account. Buyer must provide Gading with the transfer receipt or payment transaction reference for verification purposes through email to the designation email address placed in the Site. If payment confirmation is not received by Gading within three (3) days, Buyer's order will be cancelled.

(iii) Instalment Purchase Plan

Buyers may opt for instalment plan for orders exceeding RM 1,000. Payment via instalments is processed through third-party channels. The banks that currently support instalment plans are Maybank, RHB, UOB and AFFIN.

2.2 Gading takes no responsibility and assume no liability for any loss or damages to Buyer arising from shipping information and/or payment information entered by Buyer or wrong remittance by Buyer in connection with the payment for the items purchased. We reserve the right to check whether Buyer is duly authorised to use certain payment method, and may suspend the transaction until such authorisation is confirmed or cancel the relevant transaction where such confirmation is not available.

3. DELIVERY

We deliver to your home or office via our nationwide logistic network. Products are dispatched from our warehouse. Delivery normally takes between two (2) to four (4) weeks, or up to 8 (six) weeks for large capacity depending on stock availability.

All deliveries must be signed for when you receive them. If you are unable to receive delivery of your items at proposed date or if you haven't received them within a reasonable period, Contact Us for further instructions.

4. CANCELLATION, REFUND, RETURN AND REPLACEMENT

- 4.1 Buyer may only cancel his/her order within 1 (one) week from payment date. Buyer will be refunded in full amount if cancellation is made within stipulated time above.
- 4.2 Buyer may request for return and replacement if Buyer received the wrong product, or the product has a manufacturing defect.
- 4.3 Gading reserves the right to cancel any transaction on the Site and Buyer agrees that Buyer's sole remedy will be to receive a refund of the Buyer's Purchase Monies paid into Buyer's Saving / Current account used for payment.

5. GADING's RESPONSIBILITIES

- 5.1 Gading shall properly manage and ensure that relevant information such as the price and the details of items, inventory amount and terms and conditions for sales is updated on the Site and shall not post inaccurate or misleading information.
- 5.2 The price of items for sale will be determined at Gading own discretion. The price of an item and shipping charges shall include the entire amount to be charged to Buyer such as sales tax, value-added tax, tariffs, etc. and Gading shall not charge Buyer such amount additionally and separately.
- 5.3 Gading shall issue receipts, credit card slips or tax invoices to Buyer.
- 5.4 Gading acknowledges and agrees that Gading will be responsible for paying all taxes, customs and duties for the item sold.

6. GENERAL PROVISIONS

- 6.1 Gading reserves all rights not expressly granted herein.
- 6.2 Gading may modify these Terms of Service at any time by posting the revised Terms of Service on this Site. Your continued use of this Site after such changes have been posted shall constitute your acceptance of such revised Terms of Service.
- 6.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

- 6.4 Nothing in these Terms of Service shall constitute a partnership, joint venture or principal-agent relationship between you and Gading, nor does it authorise you to incur any costs or liabilities on Gading's behalf.
- 6.5 These Terms of Service are solely for your and our benefit and are not for the benefit of any other person or entity.
- 6.6 The terms set forth in these Terms of Service and any agreements and policies included or referred to in these Terms of Service constitute the entire agreement and understanding of the parties with respect to the Services and the Site and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms of Service, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms of Service. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.
- 6.7 You agree to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including without limitation the Malaysian Anti-Corruption Commission Act and confirm that you have and shall have in place all policies and procedures needed to ensure compliance with such requirements.
- 6.8 If you have any questions or concerns about these Terms of Service or any issues raised in these Terms of Service or on the Site, please contact us at:
hasnah@gadingkencana.com.my / ashraf@gadingkencana.com.my

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER.

Last Updated: 22 July 2021