

# **TERMS AND CONDITIONS**

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## **1. AGREEMENT TO TERMS AND CONDITIONS**

The use of and access to this website, [www.eautopartner.com](http://www.eautopartner.com) and mobile application related, linked, or otherwise connected thereto (collectively “the Site”) owned by AG Advanced Tech Sdn. Bhd is strictly subject to all the terms and conditions as hereinafter appearing (“the Terms and Conditions”).

Please read the Terms and Conditions carefully. Your use of and access to and/or continued use of and access to the Site and/or any information from the Site in any form shall constitute your agreement to accept and comply with the Terms and Conditions. If you do not agree to be bound by the Terms and Conditions, you should leave the Site immediately and refrain from using the Site.

As used herein, the terms “you,” “your,” and “yours” refer to the user or registered user using the Site. The terms “AGT”, “we,” “us,” and “our” refer to AG Advanced Tech Sdn. Bhd. and its related or affiliated companies under New Hoong Fatt Group.

## **2. VARIATION OF TERMS AND CONDITIONS**

We reserve the right to update, change or replace any part of the Terms and Conditions from time to time and in our sole discretion. Any changes to the Terms and Conditions will be posted on the Site. You are strongly recommended to read the Terms and Conditions on the Site regularly for any updates or changes that may affect you. By accessing the Site after such changes are posted, you confirm your acceptance of the revised Terms and Conditions.

## **3. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks and logos contained therein (the “Marks”) are owned by us and/or the property of third parties who have authorized us with the use and are protected by copyright and trademark laws. No part of the Site and no Content or Marks may be copied, reproduced, republished, uploaded, posted, displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## **4. TERMINATION**

The Terms and Conditions shall remain in full force and effect while you use the Site. Without limiting any other provision of the Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in the Terms and Conditions or of any applicable law or regulation. We may terminate your use or participation

in the Site or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

## **5. USER REGISTRATION**

- 5.1 You will need to register for an account for you to use the Site. During registration, you will be required to provide contact information, including an email address, username, password and other details. In such case, you are required to provide accurate and complete information for the processing of your order and will update the information as necessary to keep your account up to date. You agree that we may process your personal information in accordance with our Privacy Policy. Our Privacy Policy is available on this Site, and shall form a part of the Terms and Conditions.
- 5.2 Registration is open to all residents where we have business operation in the residing countries and aged 18 and above. We reserve the right to refuse registration of, or cancel, accounts we deem inappropriate. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).
- 5.3 In the event that any username and/or password is used by you or issued to you by us during the registration, you agree to keep your username and password confidential and will be responsible for all activities that occur under your username and password. We shall not be responsible for unauthorized transactions incurred by you arising from or in connection with the misuse or disclosure of your username and/or password. You agree to inform us immediately in writing of any unauthorized use of your username and/or password, or any other related security breach.

## **6. PRODUCTS AND PURCHASES**

- 6.1 By placing an order on the Site, you are entering into a purchase/sale transaction with us. By submitting your order, you confirm and affirm that you have read, understood and agree to the Terms and Conditions in the form in which they appear at the time your order is submitted for processing.
- 6.2 We reserve the right, but are not obligated, to limit the sales of our products to any person, organization, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer.
- 6.3 All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. We do not warrant that the quality of any products, information, or other material purchased or obtained by you will meet your expectations.
- 6.4 The product color and actual size may vary from the visual representation on the Site. In case where there is a mismatch between the features of the actual product and that depicted on the Site due to factors not under our control, we shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of such mismatch. In case you observe such a mismatch, please inform us before placing order and we will try our best to get the right information posted on the Site as soon as possible.

- 6.5 The availability of the products presented on the Site depends on the stock in stores and we do not guarantee the availability of products.
- 6.6 We reserve the right to refuse any order you place with us.

## **7. PRICES AND PAYMENTS**

- 7.1 All prices quoted throughout the Site are in currencies published in the Website. Where applicable, orders may include delivery fees and any charges incurred for your purchase including any applicable taxes.
- 7.2 Prices for our products are subject to change without notice. While we make every effort to ensure that the products shown on the Site are currently available at the price shown, we cannot guarantee that this will always be the case. If products you have ordered are unavailable, you will be notified as soon as possible.
- 7.3 After you have made your selection and added products to your shopping cart, you will need to proceed to 'Checkout'. A breakdown of the prices and additional charges, if any, are displayed before 'Checkout'. When you place an order, you agree to all amounts, additional charges and the final 'Total' amount which is displayed.
- 7.4 After you have placed your order, you will receive an email to acknowledge your order. It will confirm which products you have ordered. You may be directed to a third-party site to complete your order.
- 7.5 Subject to the trading agreement, payment for Products ordered through this Site may be made by:
- Credit cards;
  - Online banking;
  - Internet Payment gateway; or
  - Such other payment terms or methods we offer from time to time.

We reserve the right to offer additional payment methods and/or remove existing payment methods anytime in our sole discretion. If you choose to pay using an online payment method, the payment shall be processed by our third party payment service provider(s).

- 7.6 Once the payment transaction has been successfully completed, your order will be processed subject to receipt of the funds from the Internet Payment Gateway providers, bank or Credit Card Company as the case may be. Thereafter your products will be shipped based on product availability and completion of logistics operations related to the same.
- 7.7 You agree to provide current, complete and accurate purchase and account information for all purchases made at the Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your orders and contact you as needed.

- 7.8 If you are not satisfied or believe there has been an error in billing, please contact us by emailing us at [enquiries@eautopartner.com](mailto:enquiries@eautopartner.com)

## 8. DELIVERY AND PICK-UP OF GOODS

- 8.1 All products are shipped from our local warehouses or from our appointed partners' warehouses ("Premises").
- 8.2 All delivery will be made to the address specified by you and according to the instructions on the completed order form as accepted by us. We cannot guarantee any firm delivery time and we shall not be liable for any delay in delivery, if the delay has been due to causes beyond our control.
- 8.3 Where available, you will have the option of collecting your order in-person directly from our nearest warehouse ("Pick-Up") instead of having the order delivered to you. Your email confirmation will indicate the time for you to Pick-Up the order ("Collection Time").
- 8.4 In the event of unreasonable delays in Pick-Up attributable to you, you bear the risk of any damage or loss of products or any deterioration in quality (e.g. rust, etc.). In this case, you shall not be entitled to a replacement of the products. You are responsible for inspecting the products when you pick-up your order and shall report any issues and/or defects before leaving our Premises.

## 9. RETURNS

- 9.1 All items purchased from [www.eautopartner.com](http://www.eautopartner.com) are subject to return only and subject to terms and conditions. Product purchased **cannot be returned for a refund** for any reason.
- 9.2 All products are checked by us before delivery to ensure that they are in a good condition. Upon receipt of your order, if you discover that there are issues with your order (e.g. wrong product, broken, defective product or missing items), please contact us within 48 hours of delivery. We may request for photographic proof and/or additional information to properly investigate the issue.
- 9.3 The affected products **MUST** be returned to our nearest warehouse as directed by us. We will inspect the returned products upon receipt of the same. All replacements of product shall be effected subject to stocks availability.
- 9.4 Please review the guidelines below prior to your return to ensure that your items are eligible for a return and exchange:
- 9.4.1 All returns must be made within 1 week of receipt.
- 9.4.2 Your items must be in the condition received and in the complete original box and/or packaging with the proof of order and payment.
- 9.4.3 All related costs for returns are non-refundable and within the customer's responsibility.
- 9.5 For returns or support with the replacement of a broken/defective product purchased from [www.eautopartner.com](http://www.eautopartner.com), please contact us at [enquiries@eautopartner.com](mailto:enquiries@eautopartner.com) or call us using contact numbers listed at our Website.

## **10. LINKS TO THIRD PARTY WEBSITES**

This Site contains links to third-party applications or websites (“Third-Party Websites”). These links are provided only as a convenience to you and not as an endorsement by us of the content on such Third- Party Websites. When you access a Third-Party Website, we have no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any Third-Party Website or its content or materials. We disclaim all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such Third-Party Websites.

## **11. USER REVIEWS AND COMMENTS**

We may provide you areas on the Site to leave reviews or ratings. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or the Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **12. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in the Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **13. CORRECTIONS**

We do not guarantee that the Site will be free of typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, availability and various other information, and we do not accept liability for any such faults, errors or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to

change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order).

#### **14. DISCLAIMER**

The site is provided on an as-is and as-available basis. You agree that your use of the Site will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Site's content or the content of any websites linked to the Site and we will assume no liability or responsibility for any:

- (1) errors, mistakes, or inaccuracies of content and materials;
- (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site;
- (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- (4) any interruption or cessation of transmission to or from the Site;
- (5) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Site by any third party; and/or
- (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Site.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

#### **15. LIMITATIONS OF LIABILITY**

In no event will we, The Company, or our shareholders, or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us.

#### **16. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, directors, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including legal fees and expenses, arising directly or indirectly out of:

- (1) use of the Site;

- (2) breach of the Terms and Conditions;
- (3) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- (4) Any fraudulent acts or harmful act toward any other user of the Site with whom you connected via the Site.

## **17. USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **18. SITE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of the Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or the Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; and (3) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **19. MISCELLANEOUS**

In the event that any provision of the Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

This term of use agreement has been prepared in English, Bahasa Malaysia, Bahasa Indonesia and Chinese languages. In the event of any inconsistency, the English version shall apply and be binding upon the parties in Malaysia whereas Bahasa Indonesia version shall apply and be binding upon the parties in Indonesia.

## **20. GOVERNING LAW**

The Terms and Conditions shall be governed by and defined following the laws of Malaysia. AG Advanced Tech Sdn. Bhd. and you irrevocably consent that the courts of Malaysia shall have exclusive jurisdiction to resolve any dispute which may arise in connection with the Terms and Conditions.

## **21. CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

**AG ADVANCED TECH SDN. BHD.**  
**Registration No. 201801025464 (1287484-W)**  
**Lot 5043, Jalan Teratai, Meru**  
**41050 Klang, Selangor**  
**Malaysia**  
**Phone: 03-3377 8288**  
**Fax: 03-3377 6808**  
**[enquiries@eautopartner.com](mailto:enquiries@eautopartner.com)**