

Specific Terms and Conditions for Product(s): Water Purifier - XCEL

Product Plan	Outright	Rental Plan	GoodPlan
Eligibility	As per the GTCP		
Rental Period	Not Applicable.	5 years with 3 years Obligatory Period . -Obligatory Period commencing from the installation date.	6 years Obligatory Period .
Purchase Price/ Monthly Rental	RM 3,700.00	Obligatory Period (1 st – 3 rd year): RM85.00 per month Remaining Period (4 th -5 th year): RM 80.00 per month	RM 66.00 per month
Service & Maintenance	Periodic service (inclusive of general cleaning and filter replacement) will be scheduled every 4 months, commencing 4 months from the installation date. The Service and Maintenance Period is set out in the Product Application Form .	Subject to payment of Monthly Rental , periodic service (inclusive of general cleaning and filter replacement) will be scheduled every 4 months, commencing 4 months from the installation date. The Service and Maintenance Period is set out in the Product Application Form .	
Warranty Period	Warranty Period as set out in the Product Application Form , commences from the installation date.	Subject to payment of Monthly Rental , the Warranty Period as set out in the Product Application Form , commences from the installation date.	
Warranty Exclusions	In addition to the clause 5.5 of the GTCP , the Product Warranty shall void if You fail to adhere to maintenance and servicing schedule as recommended or provided by CUCKOO .		
Additional Charges	1. CUCKOO shall have right to impose Additional Charges for any additional works including but not limited to the following:		

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	<p>1.1 delivery to premises without a functioning lift and on two (2) floors onward; (if applicable)</p> <p>1.2 installation of accessories required for proper functioning of the Product(s) including but not limited to booster pump, Prime X3, filter and other accessories in relation to the Product:</p> <p>a) within warranty period: charge of cost of accessories only; or</p> <p>b) beyond warranty period: charge of labour fee and cost of accessories;</p> <p>1.3 Except for the One (1) time free dismantling and re-installation of Product(s) per calendar year during the terms of the Agreement, any additional request for dismantling and/or reinstallation.</p> <p>2. The list of additional works provided above are non-exhaustive and subject to change at CUCKOO's discretion.</p> <p>3. The final amounts of the Additional Charges shall be determined by CUCKOO at their discretion and will communicate to You upon your request and/or prior to the commencement of the additional works.</p> <p>4. CUCKOO will not provide any delivery, installation and/or Additional Works if You refuse and/or fail to pay for the Additional Charges.</p>		
Termination Consequences	Kindly refer to clause 8.3 and 8.4 of GTCP .	Upon termination pursuant to clause 8.1 of the GTCP and in addition to clause 8.2 of the GTCP , You shall pay to CUCKOO the Early Termination Fee , if the Agreement is terminated during the Obligatory Period .	Upon termination pursuant to clause 8.1 of the GTCP and in addition to clause 8.2 of the GTCP , You shall pay to CUCKOO the Total Loss Fee .

GENERAL TERMS AND CONDITIONS FOR PRODUCT(S)

1. GENERAL

- 1.1 **You** may lease or outright purchase from **CUCKOO**, any **CUCKOO's** products under the pillar of Healthy Appliances and /or Healthy Living ("**Product(s)**") through **CUCKOO Rental Plan**, **CUCKOO GoodPlan** or other product plan as implemented by **CUCKOO** from time to time ("**Product Plan**") subject to the following:-
- this **General Terms & Conditions for Product(s)** ("**GTCP**") which applies to all **Product(s)**;
 - the **Specific Terms & Conditions for Product(s)** ("**STCP**") which are the specific terms and conditions for a particular **Product(s)** purchased or subscribed by **You**;
 - the **Product Application Form**; and/or
 - all other documents that are either entered into between the parties or issued by **CUCKOO** in relation to your **Product(s)** and/or **Product Plan** during the term of this agreement (including but not limited to, the user manual of the **Product(s)**, any announcements, letters, notifications from **CUCKOO** and/or any subsequent amendments to the above documents). ("**Other Documents**")
- (collectively referred to as "**Agreement**") which shall be read together.
- 1.2 Upon successful verification of your credibility and all information provided by **You** to **CUCKOO**, **You** acknowledge and agree to be bound by the **Agreement**, as amended from time to time, and such other terms and conditions as we may impose from time to time upon installation and/or delivery of the **Product(s)** to **You** and shall continue to be in force and effect until the **Agreement** is terminated or expired in accordance with the terms and conditions of the **Agreement**. Your continued use of the **Product(s)** and/or the **Product Plan** after any changes to the **Agreement**, shall constitute unconditional acceptance by **You** of such changes and **You** shall be bound by the same.
- 1.3 Any conflict and/or inconsistency between the terms and conditions of the **GTCP**, the applicable **STCP**, **Product Application Form** and **Other Documents** shall be construed in the following order of precedence (in descending order):
- 1.3.1 **Other Documents.**
 - 1.3.2 **Product Application Form.**
 - 1.3.3 **STCP.**
 - 1.3.4 **GTCP.**
- For the avoidance of doubt, any conflict and/or inconsistency between any other additional document(s) shall be construed in accordance with the order of precedence above.
- 1.4 For purpose of outright purchase, clauses 3.1.2, 7.1 and 8.2 herein, shall not apply.

2. ELIGIBILITY

- 2.1 To be eligible to subscribe to the **Product Plan** or purchase the **Product(s)**, **You** must be 18 years old and above and are authorised to enter into this **Agreement**. Each **Product Plan** or **Product(s)** may have additional eligibility requirements as set out in the **STCP** and such eligibility requirements shall be in addition to those set out in this **GTCP**.
- 2.2 Notwithstanding Clause 2.1, on your application to us for the subscription to the **Product Plan** or outright purchase, we will determine, at our sole and absolute discretion, if the **Product Plan** and/or **Product(s)** may be made available to **You**.

3. YOUR COVENANTS WITH CUCKOO

- 3.1 You agree, covenant and undertake that:
- 3.1.1 the information provided by **You** to **CUCKOO** is true and correct and **You** undertake to update your information where there are any changes;
 - 3.1.2 **You** have no right, title or interest in or to the **Product(s)**, save and except the right to possession and use of the **Product(s)**;

- 3.1.3 **You** are obligated to check the **CUCKOO**'s official website, E-brandstore, CUCKOO+ APP, and any other platform authorised by **CUCKOO** ("Websites") as well as your e-mail and/or SMS provided under this **Agreement** regularly for any changes in respect of the terms and conditions and pricing of the **Product Plan**;
- 3.1.4 **You** shall not during the **Obligatory Period**, terminate or cancel your **Agreement** for non-payment or whatsoever reasons. **You** agree **CUCKOO** have the right to impose on **You** the **Early Termination Fee** or **Total Loss Fee** along with other responsibilities as set out in clause 8.2 or 8.3 below, which **You** shall be responsible for the same if the **Agreement** is terminated for whatsoever reason before the expiry of the **Obligatory Period** and/or the **Agreement**;
- 3.1.5 **You** are responsible for any loss, theft or damage to the **Product(s)** at all times, and shall continue to pay the **Monthly Rental** associated with the **Product Plan**, notwithstanding that the **Product(s)** is lost or damaged;
- 3.1.6 In addition to the above, **You** consent and agree to the following:
- a) to use and keep the **Product(s)** solely for household use at the **Delivery/Installation Address**, in a proper, functional, and operationally safe state following **CUCKOO**'s user manual and/or any other documents as attached with the **Product(s)**;
 - b) not to remove the **Product(s)** from the **Delivery/Installation Address** or display and/or use the **Product(s)** in places other than the **Delivery/Installation Address** unless with the approval of **CUCKOO**;
 - c) not to resell, lease, rent and/or transfer the **Product(s)** to any third party;
 - d) not to damage, modify, tamper, interfere or alter the **Product(s)** in any form;
 - e) not to remove or damage the labels, service card, warranty card and/or operating manual on the **Product(s)**;
 - f) to contact **CUCKOO** and/or allow **CUCKOO** to contact **You** for the provision of periodical maintenance and service of the **Product(s)** to ensure the proper functioning of the **Product(s)** following the service and maintenance schedule as recommended by **CUCKOO**;
 - g) to authorise **CUCKOO** to enter the **Delivery/Installation Address** to install, to service and maintain the **Product(s)** as well as to collect the **Product(s)** for repair or service (if required) or upon termination of the **Agreement**; and/or;
 - h) to notify **CUCKOO** forthwith of any damage occurred to the **Product(s)**.

4. DELIVERY AND/OR INSTALLATION OF PRODUCT(S)

- 4.1 Any intended delivery/installation date and **Delivery/Installation Address** provided by **You** shall be subject to **CUCKOO**'s availability upon placing your order.
- 4.2 If the **Delivery/Installation Address** provided by **You** is a multi-dwelling unit, **You** agree to obtain the necessary consent from the building management or owner for **CUCKOO** to enter the building to install the **Product(s)**.
- 4.3 Upon approval of your application by **CUCKOO**, **CUCKOO** will contact **You** to arrange for delivery and/or basic installation of the **Product(s)** free of charge, save and except additional works and/or services required for delivery, installation and/or the proper functioning of the **Product(s)** and/or requested by **You** ("**Additional Works**"). In such event, additional charges ("**Additional Charges**") as provided in the applicable **STCP** will be imposed on **You**.
- 4.4 On the day of installation, **You** must either be present in person or arrange any person authorised by you to be available at the **Delivery/Installation Address** to accept delivery and/or installation of the **Product(s)** and sign any documents required by **CUCKOO**. **You** further agree to cooperate with **CUCKOO** in the identity verification process at the time of installation, including but not limited to, providing to **CUCKOO** valid identification documents such as your identity card and any other documents as requested by **CUCKOO**.

- 4.5 Upon delivery and/or installation, the risk of loss and/or damage of the **Product(s)** shall be passed on to **You**.
- 4.6 Subject to **Additional Charges** and **CUCKOO's** approval on the relocation/reinstallation, **You** may request for a change of **Delivery/Installation Address** and/or relocation or re-installation of the **Product(s)** by written notice to **CUCKOO**.
- 4.7 **CUCKOO** reserves the right to decline any request for installation, reinstallation, and/or relocation of the **Product(s)** if it falls outside the scope of coverage of **CUCKOO** or if it is deemed impossible or unsuitable by **CUCKOO**.

5. PRODUCT(S) WARRANTY

- 5.1 Subject to full payment of **Monthly Rental** or **Outright Purchase Price**, **You** shall be entitled to the **Product(s) Manufacturer** warranty ("**Product Warranty**"), which is only applicable in Malaysia, covering any manufacturing defects in material or workmanship under normal use excluding wear and tear and other exclusions as specified in the applicable **STCP**, provided that **You** have complied with the terms in the **Agreement** and **Other Documents** (if any).
- 5.2 **You** may refer to the applicable **STCP** or **Product Application Form** for warranty period of the specific **Product(s)** purchased or subscribed by **You**, which shall commence from the delivery/installation date of **the Product(s)** and will continue until either the expiry or termination of the **Agreement** or until the end of warranty period or rental period, whichever is earlier, as well as the exclusion terms of the **Product Warranty**.
- 5.3 To claim **Product Warranty**, **You** should contact **CUCKOO** directly for repair and/or replacement of the **Product(s)**.
- 5.4 When a claim is made by **You** for **Product Warranty**, **CUCKOO** and/or the **Manufacturer** shall have the rights and discretion to:
 - a) accept or reject your claim for **Product Warranty**;
 - b) determine the process or method to evaluate or assess the **Product(s)** and/or your claim; and/or
 - c) if your claim for **Product Warranty** is accepted, determine the manner to fulfil or resolve your warranty claim, including but not limited to, replace the **Product(s)** with another product of similar function and value if the exact product replacement is no longer available.If **You** obtain replacement **Product(s)** upon warranty claim, the warranty period of the replacement **Product(s)** shall not be refreshed and shall continue from the delivery/installation date of the original **Product(s)**.
- 5.5 The **Product(s) Warranty** shall void if the following occurs:
 - a) upon expiry of the **Product Warranty** or rental period, or termination of the **Agreement** or repossession of the **Product(s)**;
 - b) upon unauthorised use, repair or modification of **Product(s)** not in compliance with the **Product(s)'** operating manual and/or the **Agreement**, including but not limited to, exposure +to moisture, dampness or extreme thermal environment conditions, use of **Product(s)** in combination with other goods;
 - c) the **Product(s)** has been misplaced, damaged and/or destroyed for any reasons whatsoever;
 - d) the **Product(s)** has been relocated or transferred to a location other than the **Delivery /Installation Address** without **CUCKOO's** consent;
 - e) the **Product(s)** is obsolete, no longer deemed serviceable or replaceable for any reasons;
 - f) the **Product(s)** is leased, rented, sold, disposed by **You** to other party without the consent of **CUCKOO**; and/or
 - g) the warranty card, service card and/or labels on the **Product(s)** is altered, defaced, erased, damaged or removed in any manner whatsoever.

6. SERVICE AND MAINTENANCE OF THE PRODUCT(S)

- 6.1 Subject to full payment of **Monthly Rental** or **Outright Purchase Price**, **CUCKOO** will provide free periodic service for all **Product(s)** under **Product Plan** or outright purchase.
- 6.2 The period, frequency and scope of periodic service and maintenance may vary depending on the specific **Product Plan** **You** subscribed to or the **Product(s)** purchased by **You**. **You** may refer to the applicable **STCP** or **Product Application Form** for the details of service and maintenance of the **Product(s)**.
- 6.3 Any service and maintenance that fall beyond the term of the **Agreement** and/or outside the scope of service and maintenance will be subject to **Additional Charges** as specified in the applicable **STCP**.
- 6.4 After expiry of the **Product Warranty** or rental period, any request for service, maintenance, repair, replacement of the **Product(s)**, transportation and spare parts, shall be subject to charges as imposed and determined by **CUCKOO** and/or the **Manufacturer**.
- 6.5 **CUCKOO+ Care Service Package ("CCSP")**
 - 6.5.1 Upon expiry of the **Product Warranty** or rental period, **You** may contact **CUCKOO** directly to subscribe to the available **CCSP** in relation to the **Product(s)** at **Your** own costs.
 - 6.5.2 The pricing of **CCSP** payable by **You** shall be in accordance with the pricing stated on our **Websites** or as communicated to **You** by **CUCKOO**. The pricing of the **CCSP** on our **Websites** may be subject to change at the discretion of **CUCKOO**.
 - 6.5.3 Any application for purchase or subscription of **CCSP** will be subject to **CUCKOO's** approval. **CUCKOO** reserves the right to decline your application for **CCSP** if **Your Product(s)** have been in use for a period of ten (10) years or more from the delivery/ installation date or is no longer deemed serviceable or replaceable by **CUCKOO** for any reasons whatsoever.
 - 6.5.4 For **Product(s)** that is not eligible for the **CCSP**, **You** may purchase separately one-time service, maintenance, repair, filter replacement, filters and/or spare parts, at **Your** own costs, with pricing to be determined by **CUCKOO** in accordance with prevailing market rates.

7. PAYMENT FOR THE PRODUCT(S)

7.1 Payment of Monthly Rental and Advance Payment

- 7.1.1 For lease of **Product(s)**, **You** are required to pay to **CUCKOO**, **Advance Payment** on or before the following:
 - a) for individual customer, the due date as set out by **CUCKOO** in the invoice; or
 - b) for corporate customer, the payment terms as agreed between **You** and **CUCKOO**.
- 7.1.2 In the event there is any surplus upon reconciliation of the account under your name upon expiry of the **Agreement**, the said surplus (if any) will be refunded to you free of interest.
- 7.1.3 Upon installation of the **Product(s)**, **You** are responsible to promptly pay for all monthly rental for the **Product(s)** ("**Monthly Rental**") under your name whether the **Product(s)** is or are used by **You** or a third party (whether with your consent or otherwise) on or before the payment due date set out by **CUCKOO** in the invoice. The **Monthly Rental** includes the payment of all the **Product(s)** leased by **You** and any other related charges due to **CUCKOO** pursuant to this **GTCP**, applicable **STCP** and the **Product Application Form**. The first **Monthly Rental** will commence on the month after the installation of the **Product(s)**.
- 7.1.4 All **Monthly Rental** are payable in Ringgit Malaysia and exclusive of sale and service tax.
- 7.1.5 The **Monthly Rental** payable by **You** for the **Product(s)** shall be in accordance with **Product Plan** found in the **Product Application Form**, applicable **STCP** or on our **Websites**.

- 7.1.6 **You** are responsible to check your outstanding Monthly Rental and/or monthly invoice, either via CUCKOO+ App if **You** are an individual customer or via email if **You** are a corporate customer. Monthly invoice will be provided upon request in writing.
- 7.1.7 No cancellation of subscription by **You** shall be permitted and no refund of any **Monthly Rental**, any sum paid by **You** under this **Agreement** shall be made by us in respect of such **Product(s)** save as the balance of **Advance Payment** (if any).
- 7.1.8 In the event of **You** have defaulted in any payment in respect of the **Product(s)** when it falls due, including but not limited to **Monthly Rental**, **Additional Charges**, **Processing Fees** and/or **Advance Payment**, your obligation to pay shall continue until full **Total Rental Sum** has been paid by **You** and **CUCKOO** shall be entitled to make all necessary deduction for that said purpose.

7.2 Payment of Outright Purchase Price and Advance Payment

- 7.2.1 While **CUCKOO** assessing your eligibility, **You** may be requested to **pay** an upfront payment (“**Advance Payment**”) at **CUCKOO**’s sole discretion, as part payment of the **Outright Purchase Price**.
- 7.2.2 Upon installation of the **Product(s)**, **You** are responsible to promptly pay either the full **Outright Purchase Price** or if **Advance Payment** has been made, the balance **Outright Purchase Price** for the **Product(s)** under your name whether the **Product(s)** is or are used by **You** or a third party (whether with your consent or otherwise) on or before the following:
 - a) for individual customer, the payment due date as set out by **CUCKOO** in the invoice; or
 - b) for corporate customer, the payment terms as agreed between **You** and **CUCKOO**.
- 7.2.3 All **Outright Purchase Price** are payable in Ringgit Malaysia and exclusive of sale and service tax.
- 7.2.4 The **Outright Purchase Price** payable by **You** for the **Product(s)** can be found in the applicable **STCP**, **Product Application Form**, or on our **Websites**.
- 7.2.5 No cancellation of outright purchase by **You** shall be permitted and no refund of any **Outright Purchase Price**, **Advance Payment**, and/or any sum paid by **You** under this **Agreement** shall be made by us in respect of such **Product(s)**.

7.3 Mode of Payment

- 7.3.1 **Where** payment for **Monthly Rental** or **Outright Purchase Price** is made by way of credit card/debit card and/or online transfer and/or e-wallet. **You** confirm and agree that:
 - a) the information **You** provide us is true and correct;
 - b) the credit card/debit card **You** chose is in your name. If the credit card/debit card **You** choose is in the name of a third party, **You** confirm and undertake that the cardholder has authorised **You** to use the credit card/debit card for purposes of the automated payment to **CUCKOO**;
 - c) **You** are the lawful and authorised holder of the credit card/ debit card or where the credit card/debit card belongs to a third party, the cardholder is the lawful and authorised holder of the credit card/ debit card; and
 - d) the credit card/ debit card is valid and has not expired, suspended or terminated and will remain valid and unexpired throughout the duration of your use of automated payment.
- 7.3.2 **CUCKOO** is entitled at our discretion to approve or reject applications for automated payment. **You** will be notified if your application has been rejected in which case payment must be made via other payment channels such as at the online services, e-wallet or banks’ payment channel.

- 7.3.3 **You** expressly authorise **CUCKOO** to:
- a) verify information supplied for registration with the credit card/debit card issuer or any third party as may be necessary;
 - b) forward your billings and other details to the Bank, the credit card/debit card issuer and other relevant parties for and in connection with the automated payment; and
 - c) share your information contained in our database with our corporate shareholders, third parties and/or relevant authorities towards the detection and prevention of crime and/or lawful purposes.
- 7.3.4 **CUCKOO** will not be liable to **You**:
- a) if the credit card/debit card is not honoured by the Bank or the credit card/debit card issuer;
 - b) if provision of or authorisation to the credit card/debit card holder for the automated payment is denied, refused or suspended at any time by any party for any reason; or
 - c) if we are unable to or delay in providing automated payment services for other circumstances beyond our reasonable control (e.g. power failure).
- 7.3.5 Notwithstanding a transaction may have been completed via automated payment and your particular invoice has been credited as paid, we may reverse any payment entry in your transaction account, and **You** are required to pay such unpaid amount in the following circumstances:
- a) the transaction is cancelled for any reason by the Bank or the credit card/debit card issuer;
 - b) the transaction is found to be incomplete, illegal or fraudulent;
 - c) the transaction is a “Declined Authorisation” or one with a non-corresponding authorisation code;
 - d) the transaction sum or part thereof exceeds the credit card/debit card holder’s authorised credit limit;
 - e) the relevant credit card/debit card has expired, is terminated or invalid for any reason;
 - f) the transaction was entered into without authorisation of the credit card/debit card holder or the credit card/debit card holder disputes the transaction or denies liability;
 - g) the transaction was carried out or credit was given to **You** in circumstances constituting a breach of any express or implied term, condition, representation or duty by **You**;
 - h) the performance of the automated payment transaction or the use of the credit card /debit card involves a violation of the law, rules or regulations of any governmental or regulatory body, notwithstanding that we may have notice of the same at the time when the transaction was carried out; or
 - i) at **CUCKOO**, the Bank’s or the credit card/debit card issuer’s discretion.
- 7.3.6 In the absence of fraud or manifest error, **CUCKOO** may rely on statement generated from your account records in our system as conclusive evidence against **You** of the accuracy and completeness of its entire content unless disputed in the manner stated above. **You** are responsible for paying all **Monthly Rental** or **Outright Purchase Price** together with all other sums due and payable for the **Product(s)** **You** leased or purchased from us without any counterclaim, deduction, set off or withholding.
- 7.3.7 This Clause 7 shall survive termination of this **Agreement**.

8. Termination

- 8.1 **CUCKOO** shall be entitled at all times to immediately terminate the **Agreement** with notice either without cause or for any of the following reasons:
- 8.1.1 where **You** breach any of the terms and conditions of the **Agreement**;
 - 8.1.2 in the event of death or **You** are adjudged a bankrupt or commit an act of bankruptcy or will be wound up or have a receiver or manager appointed, or any similar proceedings;
 - 8.1.3 **You** have defaulted in any payment in respect of the **Product(s)** when it falls due which include but not limited to **Monthly Rental, Outright Purchase Price** or the balance **Outright Purchase Price** (if **Advance Payment** has been made), **Additional Charges, Processing Fees** and/or **Advance Payment**;
 - 8.1.4 where **CUCKOO** found that the **Product(s)** is missing, damaged or used not in accordance with its purpose and the manner as prescribed by the user manual and/or any other documents as attached with the **Product(s)**;
 - 8.1.5 where the **Product(s)** has been relocated or reinstalled without **CUCKOO**'s consent; or
 - 8.1.6 where a request for installation, relocation or reinstallation of the **Product(s)** is made to an area which **CUCKOO** at its sole discretion deemed not suitable for the **Product(s)**.
- 8.2 **Consequences of Termination-Lease of Product(s) under Product Plan**
Upon termination of the **Agreement** by **CUCKOO** pursuant to clauses 8.1 (termination without cause), 8.1.1, 8.1.2, 8.1.3, 8.1.4, 8.1.5, or 8.1.6 above and in addition to the termination consequences stated in the applicable **STCP**, **You** shall:
- 8.2.1 forthwith be liable to pay to **CUCKOO**:
 - a) **Early Termination Fee**, where there is an **Obligatory Period** for the **Product Plan**; or
 - b) **Total Loss Fee**, where the **Obligatory Period** and total rental period for the **Product Plan** is the same;
 - 8.2.2 forthwith return the **Product(s)** to **CUCKOO** in good working condition or allow **CUCKOO** to repossess the **Product(s)** from **You** at your own costs; and
 - 8.2.3 where applicable reimburse or pay to **CUCKOO** any repossession costs **CUCKOO** incurred during the process of repossessing the **Product(s)** and any costs incurred for the recovery of the outstanding **Monthly Rental**, other **Charges** due to **CUCKOO** under this **Agreement** including but not limited to legal fees (on solicitor and client basis).
- 8.3 **Consequences of Termination-Outright Purchase**
Upon termination of the **Agreement** by **CUCKOO** pursuant to clauses 8.1 (termination without cause), 8.1.3 or 8.1.6 above, **You** shall:
- 8.3.1 forthwith be liable to pay to **CUCKOO** the full **Outright Purchase Price** minus any payment made for part payment of the **Product(s)** (if any);
 - 8.3.2 forthwith return the **Product(s)** to **CUCKOO** in good working condition or allow **CUCKOO** to repossess the **Product(s)** at your own costs; and
 - 8.3.3 where applicable, reimburse or pay to **CUCKOO** any costs incurred for the recovery of the **Outright Purchase Price**, any outstanding amounts under this **Agreement** and/or other costs related to the repossession of the **Product(s)** to **CUCKOO** including but not limited to legal fees (on solicitor and client basis).
- 8.4 For outright purchase, in the event **CUCKOO** becomes aware of any of the circumstances set out in clauses 8.1.3, 8.1.4, 8.1.5 and 8.1.6 above, **CUCKOO** shall not be obligated to provide any service and maintenance in relation to the **Product(s)** purchased by **You**.
- 8.5 **You** may under the following limited circumstances, submit your request for termination for **CUCKOO** consideration, by giving **CUCKOO** ten (10) working days' notice in writing specifying the reasons for termination:
- a) where a request for installation, relocation or reinstallation of the **Product(s)** is made to an area which **CUCKOO** at its sole discretion deemed not suitable for the **Product(s)**;

- b) in the event **You** do not accept any amendment or changes made to the Agreement, as outlined in clause 14.2 below; or
- c) in the event of death or **You** are adjudged a bankrupt or commit an act of bankruptcy or will be wound up or have a receiver or manager appointed, or any similar proceedings;

In the event **CUCKOO** accepts your request for termination and the **Agreement** is terminated during the **Obligatory Period**, **You** shall pay to **CUCKOO** the **Early Termination Fee** or **Total Loss Fee** (whichever is applicable) and comply with the termination consequences set out in clauses 8.2 or 8.3 above (whichever is applicable).

- 8.6 Termination of this **Agreement** by either **CUCKOO** or **You** for any reason whatsoever does not prejudice any other rights, remedies or claims **CUCKOO** may have against **You** under this **Agreement** or at law in respect of any antecedent breach by **You** of any provision of this **Agreement**, including the right of indemnities and to recover any outstanding amounts due and payable by **You** under this **Agreement** through legal proceedings and/or third party means such as CTOS and/or collection agencies.

9. FORCE MAJEURE

- 9.1 **CUCKOO** shall not be liable for delay or failure to perform our obligations under this **Agreement** due to **Force Majeure**.
- 9.2 If our ability to perform our obligations under this **Agreement** or any part thereof is affected by **Force Majeure**, we shall be excused from performance of the obligations which are affected by **Force Majeure** during the time **Force Majeure** is in effect or operative.
- 9.3 Such non-performance shall not be construed as a breach by **CUCKOO** and the time for performance of the obligations which are affected by the **Force Majeure** shall be extended considering the extent and impact caused by the **Force Majeure**.
- 9.4 **CUCKOO** may terminate this **Agreement**, by giving **You** seven (7) days' written notice if the **Force Majeure** prevents us from performing and/or continuing our obligations for more than a period of thirty (30) days.
- 9.5 Notwithstanding the occurrence of the **Force Majeure**, **You** will remain obliged to pay all and any sums which are outstanding and/or due and payable to us in accordance with this **Agreement**.

10. INDEMNITY

- 10.1 **You** agree to defend, indemnify and hold harmless **CUCKOO**, its directors, shareholders, officers, employees, agents, affiliates, successors and assigns thereof from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of the, the use of **Product(s)** and/or your violation of the terms and conditions of this **Agreement**.
- 10.2 In the event **CUCKOO** is held liable by any courts of law, **CUCKOO's** liability shall not exceed the amount of the total monthly rental sum, or any other payment paid by **You** to **CUCKOO** under **Agreement**.
- 10.3 This clause 10 shall survive termination of this **Agreement**.

11. COMPLIANCE OF LAW

- 11.1 **CUCKOO** will comply with all applicable laws and regulations in Malaysia including but not limited to laws and regulations regarding personal data protection and anti-bribery and corruption and **CUCKOO's** policies as outlined in <https://www.cuckoo.com.my/corporate-governance>.
- 11.2 **You** agree that **You** shall:
 - a) comply with all laws and regulations in Malaysia or any other jurisdiction relating to anti-bribery and corruption;
 - b) consent to the use and sharing of your personal data by **CUCKOO** in accordance with **CUCKOO's** Privacy Notice at <https://www.cuckoo.com.my/pdpa-consent>, for the purpose of

- KYC, eKYC (Know Your Customer) and/or credit check with the party assigned by **CUCKOO**;
and
c) consent to the transfer and storage of any of your Personal Data to any location including outside Malaysia as and when deemed necessary by **CUCKOO** for operational purposes including data backup.

12. JURISDICTION AND GOVERNING LAW

- 12.1 The **Agreement** shall be governed by the laws of Malaysia. Parties agree to be subject to exclusive jurisdiction of the courts of Malaysia.

13. NOTICE

- 13.1 **You** may give notice to **CUCKOO** in writing by hand or by registered post to Level 16, Menara Bangkok Bank, Laman Sentral Berjaya, No.105, Jalan Ampang, 50450 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.
- 13.2 Any notice given by **You** to **CUCKOO** shall be good and sufficient notice duly served on **CUCKOO**:
- a) if it is delivered by hand, at the time of delivery and duly acknowledged; and
 - b) If it is sent by prepaid registered post, three (3) days after posting thereof.
- 13.3 Any notice given by or on behalf of **CUCKOO** to **You** electronically on the **Websites** or send to **You** via email, SMS and/or CUCKOO+ App shall be deemed good and sufficient notice duly served on **You** at the time it was sent or postings.

14. MISCELLANEOUS

- 14.1 The **Agreement** contain the entire understanding of the parties with respect to the subject matter and supersede all prior agreements and understandings, oral or written, with respect to such matters.
- 14.2 **CUCKOO** may at any time amend, alter, change, remove, revise and/or delete any of the terms and conditions in the **Agreement** by written notice provided to **You** through email, SMS, CUCKOO+ App or through notification posted on our official website. If **You** do not accept such amendment or changes, **You** may terminate the **Agreement** by giving **CUCKOO** written notice within ten (10) working days from the date when the amendments to the **Agreement** are notified or sent to **You** through email, SMS and/or CUCKOO+ APP, failing which **You** are deemed to have acknowledged and accepted the amendments or changes.
- 14.3 Time whenever mentioned shall be of the essence of this Agreement.
- 14.4 **You** shall bear the stamp duty of the **Agreement**, any applicable taxes, and other incidental expenses in relation to the Agreement.
- 14.5 **CUCKOO** may assign, transfer, or sub-contract any of its rights or obligations under the **Agreement** without notice to **You**. **You** may not assign or subcontract any or your rights or obligations under the **Agreement** without **CUCKOO's consent**.
- 14.6 If any of the terms and conditions in the **Agreement** be construed as illegal, invalid or unenforceable for any reason, such provisions shall be amended to the extent necessary to make them legal, valid or enforceable or, if not possible to do so, deleted from the **Agreement**, but all other terms and conditions of the **Agreement** shall continue in full force and effect.
- 14.7 Any failure or delay by **CUCKOO** in exercising any right, remedy or provision under this agreement shall not be deemed a waiver of such right, remedy, or provision. No waiver of any breach or default of **You** shall be deemed a waiver of any subsequent breach of default.
- 14.8 The parties agree that the termination or expiration of this **Agreement** shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiration and/or any terms and conditions intended expressly or by implication to survive termination or expiry.

- 14.9 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 14.10 By entering into the **Agreement**, **You** acknowledge and agree that **You** shall be bound by any and all the terms and conditions mentioned in the **GTCP**, the applicable **STCP**, **Product Application Form**, **Other Documents** and any variation or amendment made by **CUCKOO** thereto from time to time.

15. Definitions

“Additional Charges” means additional charges imposed on **You** for **Additional Works** which amounts shall be determined by **CUCKOO/ Manufacturer** and will be provided to **You** upon request or before commencement of **Additional Works**.

“Additional Works” means additional works required for delivery, installation (apart from standard installation) as specified in the applicable **STCP** including but not limited to any dismantling works, hacking, trunking and electrical work, sky lift, re-installation, relocation, installation work on public holiday or Sunday and/or other any necessary work required to ensure the proper functioning of the **Product(s)**.

“Advance Payment” means upfront payment equivalent to one-month’s **Monthly Rental** (for **Product Rental Plan**) or any amounts (for outright purchase) that is required to be paid by **You** to **CUCKOO** as security for the performance of your obligations to us.

“Agreement” means the **GTCP**, the applicable **STCP**, **Product Application Form** and the **Other Documents** (if any) as a whole.

“Charges” means all **Monthly Rental**, **Processing Fees**, **Advance Payment**, **Additional Charges** and/or other fees to be paid by **You** for or relating to the **Product(s)**. The **Charges** will be in accordance with the prevailing rates as determined by **CUCKOO** or as mutually agreed in writing between **You** and us, exclusive of all applicable taxes including, if applicable sale and service tax.

“CUCKOO”, “us”, “we” or “our” means Cuckoo International (MAL) Berhad. (Registration No. 201401026804(1102894-H) and/or its related corporation, as may be applicable, and includes their successors, assigns, shareholders, directors, employees, officers, affiliates, suppliers, agents, authorised installer and independent contractors.

“Early Termination Fee” means early termination charges imposed on **You** for terminating this **Agreement** before the expiry of **Obligation Period** which shall be calculated as the total **Monthly Rental** payable for the **Obligatory Period** minus the total **Monthly Rental** paid.

“Force Majeure” means unforeseeable circumstances or events that are beyond **CUCKOO’s** control which disrupted and/or impact the performance of the obligations of **CUCKOO** including but not limited to acts of God, acts or omissions of Government, riots, acts of war, strike or lockout, acts of terrorism, epidemic, governmental regulations imposed or came into effect after the execution of the **Agreement**, earthquakes or other natural disasters and unforeseen occurrence, acts or omissions of persons or bodies for whom we and/or our related corporation has no control over (including acts or omissions of third party suppliers, operators, service providers, contractors or agents whom we may use to perform any part of our obligations, electrical power failure and/or interruption).

“**GTCP**” means the general terms and conditions of **Product(s)** as may be amended from time to time and provided to **You** through email, SMS and/or CUCKOO+ App.

“**Delivery/Installation Address**” means the address provided by **You** where the **Product(s)** will be received and/or installed.

“**Manufacturer**” means the manufacturer of the **Product(s)**.

“**Monthly Rental**” means money that is paid by **You** to **CUCKOO** on a monthly basis in exchange for the use or lease of **Product(s)** under your name whether the **Product(s)** is or are used by **You** or a third party (whether with your consent or otherwise).

“**CCSP**” means CUCKOO+ care service package for periodic service and maintenance of the **Product(s)**, available for **Your** purchase or subscription after the expiry of the **Product Warranty** or rental period.

“**Obligatory Period**” means the obligatory period as specified in **STCP** which shall commence from the first day of calendar month immediately after the delivery/ installation date.

“**Other Documents**” means all other documents that are either entered into between the parties or issued by **CUCKOO** in relation to your **Product(s)** and/or **Product Plan** during the term of this agreement (including but not limited to, the user manual of the **Product(s)**, any announcements, letters, notifications from **CUCKOO** and/or any subsequent amendments to the above documents).

“**Outright Purchase Price**” means the purchase price **You** paid to **CUCKOO** for the outright purchase of the **Product(s)**.

“**Personal Data**” means any personal data as defined under the Personal Data Protection Act 2010 provided by **You** to **CUCKOO** for the purpose of this **Agreement**.

“**Processing Fees**” means fee imposed by **CUCKOO** for the handling, processing and administration of your outright purchase or subscription to **Product Plan**.

“**Product(s)**” means products offered by **CUCKOO** under the Healthy Appliances pillar and /or Healthy Living pillar, which are available to sell outright to **You** or to lease to **You** through the **Product Plan** including but not limited to the combination of two different types of products.

“**Product Application Form**” means a form formally executed by **You** for the acceptance of the terms and conditions of the **Agreement**.

“**Product Plan**” means CUCKOO Rental Plan, CUCKOO GoodPlan or any other rental plan launched by **CUCKOO** for the lease of **Product(s)**.

“**STCP**” means the specific terms and conditions of **Product(s)** as may be amended from time to time, and provided to **You** via email, SMS and/or CUCKOO+ App.

“**Total Loss Fee**” means the remaining amount of the **Total Rental Sum** after deducting the paid **Monthly Rental**.

“**Total Rental Sum**” means the sums of all Monthly Rental for **Product(s)** under the **Product Plan**.

“**Websites**” means **CUCKOO**’s official website, E-brandstore, CUCKOO+ App and/or any other platform authorised by **CUCKOO**.

“**You**” or “**your**” means the individual, sole proprietorship, partnership, company or entity named in our **Product Application Form** as customer whose application for lease of the **Product(s)** or outright purchase or any part thereof has been accepted and approved by us and who uses or intends to **Product(s)** (including his or its successors and permitted assigns) and anyone appearing to us to be acting with any of the said party’s authority or permission.