

## **COLLECTION AND CLAIM POLICY**

The terms and conditions set out below are applicable for all Collection, Cancellation and Refund applicable to all transactions conducted on our website, <http://www.eagro.com.my> ("**Website**"). Please take note that the terms and conditions are to be read together with EAGRO Terms and Conditions of Use ("**Terms and Conditions**"), which is available for viewing via the link set out on the main page of the Website. For ease of reference, the following words used herein shall have the meanings set forth hereunder unless the context otherwise requires:-

### **Company**

### **Email Address**

### **Handphone number**

### **Member**

### **Merchant -Order Product Store**

: E Agro Sdn Bhd a company providing e- commerce facilities and services via the Website to facilitate the sale and purchase of Products between Users.

: An email address/Handphone provided by an User and registered with the Company for the purposes of communication between the Company and the User on the access, usage and/or transactions carried out at the Website.

: One category of Members who may Order the Products at the Website from the Merchant, more particularly defined in the Terms and Conditions.

: A company, enterprise or person registered with the Company at its Website under the category of Member in order to access and use the Website.

: A company or enterprise registered with the Company as a Merchant, who placed its Product(s) at the storefront of the Website for sale, more particularly defined in the Terms and Conditions.

: One category of Members who may Order the Products at the Website from the Merchant, more particularly defined in the Terms and Conditions.

: One category of Members who may Order the Products at the Website from the Merchant, more particularly defined in the Terms and Conditions.

: An offer to purchase Product(s) placed by a Member at the Website.

: Any product(s) placed by a Merchant for sale at the storefront of the Website wherein the Member may offer to purchase.

: A company or enterprise registered with the Company as a Merchant, wherein a Merchant will deliver its Product to be kept by the Store for the purpose of collection by a Member upon Payment Successful of the Order.

**User** : A company, enterprise or person registered with the Company at its Website under the category of Member or Merchant.

#### **PART A - COLLECTION**

1. The Product sold at the Website is available for collection at a Merchant within Malaysia only, unless otherwise notify through the Website on the availability of Stores outside Malaysia.
2. Upon confirmation of the successful payment by the Member on an Order, an **SMS** will be sent to the Member notifying the Member that the Product is ready for collection.
3. The Member shall make the necessary arrangement to collect the Product from the Merchant within fourteen (14) days ("**Collection Period**"), upon receipt of the SMS stated in paragraph 3, Part A above.
4. When attending at the Merchant for collection of the Product, the Member or such person or company authorized by the Member shall produce **TAC code** as required by the Company at its Website, to the Merchant for verification purposes.
5. Upon such verification and confirmation, the Product will be released by the Merchant to the Member or such person or company authorized by the Member.
6. The Store will confirm such collection and an email will be sent to the eAGRO to confirm that the transaction is completed.
7. The Member warrant and/or agreed that:-
  1. 8.1 all the particulars provide by the Member including but not limited to the Handphone number, Email Address, its personal particulars, particulars of such authorized person or company shall be genuine and accurate;
  2. 8.2 the Company shall not held liable for any loss and damages caused by any inaccurate particulars or wrong particulars keyed in by the Member, including but not limited to loss and damages caused by unavailability of the Product at the Merchant, insufficient quantities, collection by unknown third parties or such other unforeseeable events;
  3. 8.3 in the event the Product is not collected by the Member or such person or company authorized by the Member within the Collection Period, the Company will notify the Member for collection, wherein the Product will be stored for up to fourteen (14) days calculated from the day after the expiry of the Collection Period ("**Storage Period**");
  4. 8.4 upon expiry of the Storage Period, the sale of such Product shall be terminated, in which event the purchase price of the Product will be refunded by the Company to the Member after deduction of the penalty more particularly stated in paragraph 1, Part B below and the Store and/or the Merchant is at liberty to sell of such Product to a third party.

#### **PART B - CANCELLATION & REFUND**

1. The Customers is at liberty to cancel an Order before the expiry of the Storage Period. In such event a penalty amounting to **5%** of the total purchase price (or such other rate as published in the Website) shall be imposed on such cancellation and be deducted by the Company from the payment made by the customers.
2. The duty to carry out the necessary inspections to ensure that the Product conforms the descriptions and quality standards as stipulated in the Website shall rest with the Customer. Such inspections shall be carried out at the Store during collection of the Product.

3. Any complaint on the Product shall be made at the Merchant by lodging a complaint by way of email, before the Product is collected by or on behalf of the Customer. In which event, paragraph 1, Part B above is applicable.
4. No cancellation, refund or return shall be entertained by the Company or the Merchant once the Product is collected from and left the Merchant.
5. The Merchant shall be at liberty to cancel any Order placed by the Customer within three (3) working days upon full payment made by the Customer, if:-
  1. 5.1 the Product was wrongly advertised or priced by the Merchant; or
  2. 5.2 such other circumstances as may be published in the Website from time to time.
6. In the event of the occurrence of paragraph 5 Part B above, the Customer will be notified by SMS and the purchase price shall be refunded in full to the Customer.
7. In the event the cancellation is made by the Company upon occurrence of an electronic, computer, operational and/or technical error affecting details and pricing of a Product or any promotion on the Website, the Customer will be notified by SMS and the purchase price shall be refunded in full to the Customer.