



Coway (Malaysia) Sdn. Bhd. (735420-H) (AJL931694)
 (Formerly known as Woongjin Coway (Malaysia) Sdn. Bhd.)

AAA

Sales Order Form

Level 20, Ilham Tower, No.8, Jalan Binjai, 50450 Kuala Lumpur, Malaysia.

T 03 2059 0000 F 03 2181 1929 Careline 1800-888-111 W www.coway.com.my

Individual Corporate

Customer Particulars

Title : Tan Sri. Dato. Datin. Dr. Mr. Mrs. Ms.

Full Name as per I/C or Company Name :

NRIC (New) / Passport / Company No. : NRIC (Old) / Police ID / Army ID :

Installation Address (Malaysia Only) : Postcode

Customer Contact No. : Tel (Mobile) (1) : - Tel (Residence) (1) : -
 Tel (Office) (1) : - ext.
 Tel (Fax) (1) : - E-mail (1) :

Other Customer Particulars (Applicable to Individual only)

Date of Birth : / / Race : Malay Chinese Indian Korean Others : _____

Gender : Male Female

Monthly Billing Method : Default SMS send to Mobile (1) Mobile (2) :
 E-mail to : E-mail (1) E-mail (2) :

Additional Service Contact Person Information (Applicable to both Individual and Corporate) please tick if contacts same as above

Second Contact Person :

Tel (Mobile) (2) : - Tel (Residence) (2) : -
 Tel (Office) (2) : - ext. Tel (Fax) (2) : -

Corporate Customer Billing Information Do not group billing with previous order(s) (S/B & SME) only please tick if same as above

Billing Address : Postcode

Billing Contact Person :

Tel (Office) : - ext. Department :

Monthly Billing Method : Email Invoice to: Paper invoice (Only applicable to Government & Bank)
 E-mail (1) : Upload via Vendor / Supplier Portal Web Address (URL):
 E-mail (2) :

Note: Other than Government and bank, E-Invoice feature will be enrolled automatically. Please e-mail to billing@coway.com.my for any change of monthly invoice delivery mode.

Product Model	Qty	<input type="checkbox"/> Outright <input type="checkbox"/> Instalment <input type="checkbox"/> Rental	Price : RM _____ RPF : RM _____ Rental : RM _____	<input type="checkbox"/> Cash <input type="checkbox"/> 6M <input type="checkbox"/> 12M <input type="checkbox"/> 18M <input type="checkbox"/> 24M <input type="checkbox"/> 36M	<input type="checkbox"/> Cheque <input type="checkbox"/> 6M <input type="checkbox"/> 12M <input type="checkbox"/> 18M <input type="checkbox"/> 24M <input type="checkbox"/> 36M	<input type="checkbox"/> Credit / Debit card <input type="checkbox"/> 6M <input type="checkbox"/> 12M <input type="checkbox"/> 18M <input type="checkbox"/> 24M <input type="checkbox"/> 36M	<input type="checkbox"/> Auto / Direct Debit <input type="checkbox"/> E-Portal	<input type="checkbox"/> Advance 1 / 2 years <input type="checkbox"/> Regular (Company Only)
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Credit Card / Debit Card Auto Debit Authorisation

I hereby authorised Coway (Malaysia) Sdn. Bhd. (Formerly known as Woongjin Coway (Malaysia) Sdn. Bhd.) ("Coway") to charge my debit / credit card for the amount: Rental Processing Fee ("RPF") - RM _____ (One-time deduction upon signing of this Agreement) Monthly Rental Fee - RM _____ (Monthly deduction until termination or expiry of this Agreement)

Card No.: _____ Issuing Bank: _____

Card Holder Name: _____ Expiry Month (MM/YY) : /

Signature _____

Third-Party Payee Payment Authorisation

I/We _____ NRIC / Co. No. _____ agree to be responsible as third-party payee for this order payment by charging my credit card / debit card / savings account.

A copy of IC/SSM and Credit/Debit Card/Bank Statement submitted. A copy of Direct Debit Form for charging my savings account submitted

Savings account no. : _____ Issuing Bank : _____

Signature & Stamp _____

Promotion Code / Special Instruction: _____ Preferred Installation Date and Time / / : : AM / PM

THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF TEN WORKING DAYS

(Installation will only be done after the cooling-off period unless customer agrees to waive this clause)

I/We confirm that the particulars stated above are accurate and true and also acknowledge that I/We have read the Terms and Conditions as set out in the reverse side of this document and hereby agree to the Terms and Conditions set out therein.

Internal Use

Sales Person Name : _____
 Sales Person Code :
 Mobile No. : _____
 TR No. : _____
 RM : _____
 Order No. : _____

Customer Signature / Date _____

Note : 1) Pursuant to the Credit Reporting Agencies Act 2010 ("the Act"), I/We the undersigned to hereby give my/our consent to the registered credit reporting agency ("CRA") under the Act to disclose my/our company's credit. Information and personal data to COWAY for the purposes of but not limited to, allowing COWAY to determine my/our credit standing.
 2) This is a property of COWAY (MALAYSIA) SDN. BHD. (Formerly known as WOONGJIN COWAY (MALAYSIA) SDN. BHD.) ("COWAY") to whom it must be returned if requested or found.
 3) This Agreement shall supersede any and all prior written and oral agreements made prior to this Agreement. In executing this Agreement, the Customer is not relying upon any promise, representation, term or statement not embodied within this Agreement. Coway's representatives shall have no right to enter into any settlement or special agreement with the Customer other than as stated in this Agreement.

TERMS & CONDITIONS

DEFINITIONS:-

- Appliance : Water Purifier / Air Purifier / Bidet / Water Softener or any other product marketed under the brand name COWAY, whichever is being referred to in this Sales Order Form.
 Coway : Coway (Malaysia) Sdn. Bhd. (Formerly known as Woongjin Coway (Malaysia) Sdn. Bhd.)
 Customer : The person or organization 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"). Coway reserves the right to request additional supporting documents for verification purpose.

GENERAL

1. Coway reserves the right to accept or reject any Customer order. The provisions under this section (General) shall apply to both Section A (Terms Applicable for Outright Purchase of Appliance) and Section B (Terms Applicable for Rental of Appliance).

2. Coway may sell or assign either absolutely or by way of security any or all of Coway's rights under this Agreement to any third party, and Customer agrees that Customer shall do all things necessary to give effect to such sale or assignment.

[Warranty and Maintenance Service]

- A. Coway reserves the right to not conduct maintenance or reinstallation services in the event the Customer moves to the Product to a new location without the prior express written consent of Coway, which Coway may grant or refuse in its sole and absolute discretion, including but not limited to where the new Location is an "off-road" / "block-area" as determined by Coway. Without prejudice to the foregoing, Coway shall be entitled to impose labour charges for each request to dismantle and/or reinstall the Product if the Customer makes such a request more than once in a calendar year except for POE series (which shall be subject to labour charges even in the case of the first request), provided that in any case Customer shall be responsible for transporting the Product to the new location. Notwithstanding the foregoing, in the event the Customer moves the Product outside Malaysia, all services from and other obligations of Coway under the Agreement shall cease and the warranty in respect of the Appliance shall become void, without prejudice to the Customer's obligation to settle all outstanding amounts owing to Coway.
- B. Customer must allow Coway to conduct regular maintenance as provided for under Coway's maintenance policy. Frequent postponement of maintenance appointments will be viewed as breach of this Agreement. Coway shall not be liable in any manner whatsoever for any losses or damages should there be any cancellation of scheduled maintenance service by the Customer. No additional maintenance service will be provided in replacement of the cancelled scheduled service. Notwithstanding the foregoing, if Customer requests two (2) or more products to have the same maintenance schedule, Coway reserves the right to forfeit the maintenance services for either product and no replacement will be granted.
- C. The warranty for the Appliance includes free replacement parts as deemed necessary by Coway and scheduled maintenance services for the duration of the Warranty. Notwithstanding the foregoing, Coway shall not provide any free part or perform any maintenance services in the event any improper usage of the Appliance or unauthorized service. The Customer shall under no circumstances attempt to or permit any party to dismantle, repair, undertake maintenance work or replace any filters or parts of the Appliance and if the Customer does, permits or attempts to do so, the warranty will void, and in any case, the Customer shall be liable for any damage to the Product as a result of the same.
- D. Coway will maintain the Appliance in accordance with its current maintenance policy. Coway reserves the right to charge Customer separately for the costs of additional maintenance services which Coway deems necessary, if such additional maintenance costs arise due to improper use of the Appliance, including any use if the Appliance beyond its intended purposes.
- E. Customer shall not attempt to transfer, sublease, resell or rent the Appliance. Loss of Appliance of attempts to transfer, sublease or resell of the Appliance will be viewed as breach to this Agreement which warrant legal action.
- F. Coway 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. Such right shall include any decisions to change the filter of the Appliance during regular maintenance. The old Appliance and all used or components of the Appliance of any part of the Appliance shall remain the property of Coway. Upon any repair or replacement of any Appliance or any part of the Appliance, the old Appliance and all used or replaced components shall remain the property of Coway.

[Personal Information / Personal Data]

- A. Coway's Privacy Statement which can be found at <http://www.coway.com.my/privacy-notice> will form an integral part of this Agreement ("Privacy Statement").
- B. Upon signing this Agreement, 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. Coway 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 authorizes Coway, 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 purposes of evaluating Customer's credit standing, as Coway deems fit in connection with this application. At the same time, Customer also agrees to give consent to CTOS Data System Sdn Bhd which is Coway's appointed CRA as define in the Credit Reporting Agencies Act 2010 for the purpose of this application to disclose any such credit information to Coway in order to allow Coway 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 installation shall receive a copy of the Installation 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.

[Installation Fee]

Coway or its appointed technician shall install the Appliance at no additional charge. However, Coway will notify Customer if a booster pump is needed and if Customer is agreeable to installation of the same, the costs for the booster pump and installation of the booster pump will be charged separately.

[Refund]

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 within the installation of the Appliance. Upon receiving such written request from Customer, Coway will process refund within the time stipulated below:-

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

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

10. All Appliances are for the Customer's own use only. The Customer shall not resell any Appliance or parts or components therein or any by-products of any Appliance (including but not limited any water processed by or generated from any Appliance).

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 installed and after the Customer has signed this Agreement.
3. Coway will only deliver and install the Appliance after Coway has received all the relevant payments from the Customer.
4. Customer's purchase of the Appliance shall include free parts and maintenance for a pre-determined period. Notwithstanding the foregoing, Coway shall not provide free parts or perform 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. Coway reserves the right to charge Customer separately for the costs of additional maintenance services which Coway deems necessary, if such additional maintenance costs arise due to improper use or servicing of the Appliance, including any use of the Appliance beyond its intended purposes.
6. Coway 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.
7. Upon any repair or replacement of any Appliance or any part of the Appliance, the old Appliance and all used or replaced components shall remain the property of Coway.

[Non-Payment]

In the event Customer fails to make all payments due to Coway in full, Coway has the right to use any legitimate means, which shall include but not limited to listing the Customer with CRA, engaging collection agencies and commencing legal proceedings to recover the outstanding amount.

SECTION B: TERMS APPLICABLE FOR RENTAL OF APPLIANCE

[Applicability]

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

[Term]

This Agreement shall commence and be effective upon:-

- A. Coway has verified the Customer's credibility and other information provided by Customer;
- B. the Appliance is successfully installed; 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 three (3) years ("Minimum Rental Period") after which it will automatically extend for a period of two (2) years ("Extended Period") (the Minimum Rental Period and Extended Period will collectively be referred to as "Term")

[Unauthorised Purchases]

Coway reserves the right to take legal proceedings in event if discovers that false information, including forged documents, have been provided to Coway.

[Minimum Rental Period]

The Minimum Rental Period for rental of the Appliance is three (3) years from the Rental Commencement Date. Coway will impose termination fees if Customer terminates this Agreement during the Minimum Rental Period in accordance with Clause 10.

[Installation Conditions]

Coway will only install the Appliance after:

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

[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.

[Product Property]

The Appliance provided to the Customer under the rental scheme remains the property of Coway.

[Termination of Agreement]

Customer shall not terminate the Agreement during Minimum Rental Period. Customer shall be liable to pay all amounts stipulated under Clause 10 if Customer terminates the Agreement during the Minimum Rental Period. The termination shall only be effective once Customer returns the Appliance to Coway. If Customer fails to return the Appliance to Coway, the Agreement shall remain in force and Customer must continue to pay the monthly rental fees.

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

- A. Poor environmental circumstances (e.g extreme pollution resulting in very poor air or water quality, as determined by Coway), 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

[Rental After Termination]

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

[Early Termination Fee]

In the event of termination of this Agreement during the Minimum 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 Minimum Rental Period calculated on a calendar month basis.

[Appliance Loss Fee]

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

$$\text{Appliance Loss Fee} = (\text{Product Price} \times 90\%) - [(\text{Product Price}/60) \times \text{Paid Month}]$$

[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 Minimum Rental Period stipulated in Clause 4, the Agreement expires or is terminated either by Coway or by Customer.
- B. Unless otherwise agreed by Coway, Customer shall settle the rental fee within thirty (30) days from Billing Date. In the event of termination of this Agreement either by Coway or by Customer, all monies owing to Coway shall become due immediately.
- C. Any dispute regarding billing must be communicated to Coway in writing within thirty (30) days from the date of the relevant invoice falling 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. Coway reserves the right to change mode of billing from time to time without giving any prior notice.

[Monthly Rental Fee Payment]

- A. All payments to be made herein by Customer to Coway 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 Coway from time to time and as agreed upon under this Agreement. Customer shall upon signing 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 accounts, Coway will charge an additional RM10 as Rental Collection Handling Fee in the monthly rental fee due to Coway.
- C. Customer who selects the Direct Debit or Auto Debit mode of payment must ensure that they have sufficient balance to fulfil the monthly rental payment. Coway reserves the right to charge an additional RM10 as a Rental Collection Handling Fee in the case of failure to obtain payments 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 debit or auto debit.
- D. Coway reserves the right to charge the Rental Collection 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, Coway 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 Coway 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 Coway does not receive full payment from the Customer due to insufficient balance in the Customer's bank accounts on the date payment is due, Coway shall be entitled to appropriate a sufficient amount from the Customer's bank account to fulfil the amount due to Coway at a 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 Coway is paid in full.

[Non-Payment of Rental]

Notwithstanding anything to the contrary in this agreement, Coway has the right to stop providing services and repossess the Appliance in the event Customer continues to fail to pay the rental fee. Coway shall be entitled to take the necessary measures to recover the outstanding rental amount. Coway 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 payments:

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

[Ownership Transfer]

Upon full and prompt rental payment for five (5) continuous years, the ownership of the Appliance will be transferred to Customer at no additional charge upon application for ownership by Customer. Customer may choose among the following:-

- A. Customer may enter into a new agreement for rental of another appliance ("New Appliance") provided that the New Appliance is a new model within the same product category as the Appliance i.e water purifier, air purifier or bidet. In this case, Customer shall pay the new rental fee accordingly.
- B. Customer may continue to obtain maintenance services, including filter change by signing a new service agreement with Coway for the Appliance.

[Others]

- A. Coway shall be entitled to increase the monthly rental in order to take into account any increase in Coway's 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 Coway in writing of any changes or amendment to the Customer's personal details (address, telephone, etc.) as soon as possible.
- C. Coway will not be responsible for any issues that arise due to Customer's failure to comply with Clause 16B.
- D. Coway reserves the right to make the final decision regarding any dispute.

For Service Call
1-800-888-111 (Coway Careline)