

## **Terms and Conditions**

These Terms and Conditions ("Terms") shall apply to the purchase of goods ("Goods") by you ("Purchaser") from Uniqlo (Malaysia) Sdn Bhd (Company No. 201001020264(904031-T)) a company duly registered and existing under the laws of Malaysia, and having its principal place of business at Lot 3.05, Level 3, 1 First Avenue, Bandar Utama 47800 Petaling Jaya, Selangor Darul Ehsan ("Company") ("Transaction"). The Company and the Purchaser may be referred to herein individually as a "Party" and collectively as the "Parties".

### **1. Confirmation of Transaction & Invoice**

1.1 The Company shall send a confirmation email together with quotation/pro-forma invoice after the Purchaser submits the order form. The email shall include the information of Goods, including but not limited to the description, name, specification, quantity desired and unit price, discount (if any), total price, and payment conditions. At this point of time, this email shall not constitute as an acceptance of the Purchaser's order.

1.2 The Purchaser shall make full payment within seven (7) days, failing which the Company shall not be obliged to hold the required Goods and the order shall be cancelled automatically. A copy of the proof of payment shall be mailed to the Company as supporting document. The Company reserves its right to request for additional supporting documents, if necessary. Upon receiving the payment, the Company shall send another confirmation email to inform/notify that the Company has accepted the order and the order has been placed. The email will also list down of the shipping details, including the expected time and date of the delivery. The Purchaser shall respond to the email within three (3) days from the date of the email, otherwise, the Company reserves the right to cancel the Transaction.

1.3 The Company may issue an invoice for the Transaction, upon the Purchaser's request. It will be delivered to the Purchaser together with the Goods.

### **2. Delivery of Goods**

2.1 The Company shall deliver the Goods, free of charge, to the address provided by the Purchaser in the order form. The Purchaser will receive the tracking number of the Goods via email. In the event, where the Purchaser requested to deliver the Goods to multiple addresses, additional cost may be incurred and shall be borne by the Purchaser.

2.2 The Purchaser shall ensure address filled in the order form is correct. In the event of any unsuccessful delivery due to either wrong or incomplete address, the Company shall not be held responsible and/ or bear any cost to re-route and/or to re-deliver Goods.

### **3. Inspection and Acceptance**

3.1 The Purchaser shall, upon receipt of the Goods, conduct an inspection and accept the Goods ("Acceptance").

3.2 Notwithstanding Clause 14.1, in the event of defective or damaged Goods, the Goods may be exchanged, for the same Goods or with Goods of equal or less value (remaining balance shall be forfeited) or higher value (pay for the different in amount), within thirty (30) days from the date of Acceptance subject to the following conditions: (i) The original payment receipt is produced; and (ii) The Goods are in the new and original condition with price tag and sticker attached.

3.3 If there is item missing in the order, the Purchaser shall contact the Company via [Email] within seven (7) days from the delivery. The Company may request for photographic proof and/or additional information (e.g. order number, name of the missing products) to properly investigate the issue with the order.

### **4. Transfer of Title and Risk**

4.1 Title and risk of loss of the Goods shall be transferred from the Company to the Purchaser upon the completion of Acceptance.

### **5. Purchase Price**

5.1 In consideration of the Goods, the Purchaser shall pay the Company the amount as stipulated in the quotation/pro-forma invoice pursuant to the payment terms therein.

### **6. Warranty**

6.1 To the extent permitted by law, the Company disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose. The Purchaser acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made.

#### **6A. Prohibition on Reselling**

6A.1 Purchaser represents and warrants that the Goods purchased are for Purchaser's corporate purchase/use and Purchaser shall refrain from using the Goods purchased for trade events, reproduction or resale without our prior written consent. In the event of reselling (including cases where it is presumed that reselling occurred), the Company reserves the right to refuse to accept any future orders from the Purchaser and/or commence any legal action against Purchaser.

#### **6B. Limitation of Liability**

6B.1 The Company will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to these Terms or the Transaction (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Company has been advised of the possibility of any such damage. In no event shall the Company's liability exceed the price the Purchaser paid to the Company for the Goods.

6B.2 No action arising out of or relating to these Terms or the Transaction may be commenced against the Company more than twelve (12) months after the date of Acceptance.

### **7. Force Majeure**

7.1 Neither Party shall be liable for any losses and damages caused by any delay or for the consequences of any delay in performing any of its obligations under this contract if such delay is due to any acts of God, strikes, fire, pandemics, riot, strikes, lockouts or and other similar events and occurrences which are beyond its reasonable control ("Force Majeure Event(s)"), and it shall be entitled to a reasonable extension of the time for performing such obligations. For clarity, if the Force Majeure Event(s) prolongs and becomes permanent making it impossible for either Party to perform its obligation under these Terms, either Party

may elect to terminate these Terms. Further, the Parties shall for the duration of such events, be relieved of any obligation under the terms of these Terms as is affected by the event except that the provisions of these Terms that shall remain in force with regard to all other obligations under these Terms which are not affected by the event and payment obligations for any deliverables rendered prior to the Force Majeure Event (s).

### **8. Intellectual Property Rights**

8.1 The Purchaser acknowledges and agrees that all intellectual property rights and/or any proprietary rights including but not limited to trademarks, copyright, patent and rights to design, inventions, concepts, improvements or creations conceived or executed, whether registered or not ("IPR"), by the Purchaser in connection with the Goods hereof shall be the sole and exclusive property of the Company.

8.2 For clarification, the Purchaser may not:

8.2.1 refer to its relationship with the Company in its customer/client compilation for any marketing or financing purposes (including but not limited to, making reference on the website of the Purchaser); or

8.2.2 as reference in any of the Purchaser's presentations or press releases or in any way utilize or communicate to the public any trade name or business name of the Company/Uniqlo; or

8.2.3 conceal or remove any IPRs (in particular, any of the Company's IPR) contained in or located on the Goods;

8.2.4 do, or omit to do, or permit to be done, any act or thing that will or may weaken, damage or be detrimental to the Company's IPR or the reputation or goodwill associated with the Company's IPR, or any of its respective third party licensors, or that may invalidate or jeopardise any registration of the Company's IPR;

8.2.5 use in its business any other trademark confusingly similar to the Company's IPR and shall not use the Company's IPR or any word confusingly similar to the Company's IPR as, or as part of, its corporate or trading name;

8.2.6 apply for, or obtain, registration of the Company's IPR for any goods or services in any country; or

8.2.7 apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Company's IPR.

8.3. Any use of Company's IPR is subject to written consent from the Company. Any such consent can be withdrawn at any time by the Company at its sole and absolute discretion and the Purchaser shall immediately cease using Company's IPR.

### **9. Non-assignment**

9.1 The Purchaser shall not assign any rights or delegate any duties or obligations under these Terms and/or Transaction without the prior written consent of the Company.

### **10. Confidentiality**

10.1 Neither Party may disclose or leak any information that is clearly indicated as confidential in advance or mutually confirmed as confidential such as documents, other tangible materials, electronic means or orally disclosed information ("Confidential Information") to a third party without the prior written consent of the other party.

10.2. The Parties shall not use Confidential Information of the other party for any purpose other than this Transaction.

### **11. Personal Information**

11.1 Without prejudice to Clause 10, where the either Party handles personal data (as defined in the Personal Data Protection Act 2010, as amended from time to time) in the course of and/in connection with the Transaction and subject to these Terms, such Party shall ensure that it and its affiliates, employees and authorized agents shall handle such personal data in compliance with the Personal Data Protection Act 2010.

### **12. Compliance with laws**

12.1 The Purchaser shall comply with all laws, regulations and standards applicable to the invoice, these Terms as well as the Fast Retailing Group Business Partner Operational Guidelines ([https://www.fastretailing.com/eng/about/governance/pdf/BusinessPartnerOperationalGuidelines\\_eng.pdf](https://www.fastretailing.com/eng/about/governance/pdf/BusinessPartnerOperationalGuidelines_eng.pdf)) which may be updated by the Company from time to time.

12.2 In the event of any breach or suspected breach of this Clause 12, contravention or attempt to contravene any applicable Anti-Corruption Laws, including any request or demand for any undue financial or other advantage of any kind, by the Purchaser, any person employed by Purchaser or acting on Purchaser's behalf, any of the Purchaser's representatives and/or agents or any improper conduct or behaviour by Company's employees in relations to the performance of these Terms, the Purchaser shall promptly notify to the Company at the following email address [UQMY-Vendor\\_Hotline@uniqlo.com.my](mailto:UQMY-Vendor_Hotline@uniqlo.com.my)

### **13. Cancellation**

13.1 No order may be cancelled by the Purchaser except with the agreement in writing of the Company. Any such agreement will be subject to the Purchaser indemnifying the Company in full against all loss, costs, damages, charges and expenses (including transportation expenses) incurred by the Company as a result of cancellation.

### **14. Return & Exchange**

14.1 Returns & exchange of Goods are not accepted for the Transaction, except in the case of damaged or defective Goods. The Purchaser shall within thirty (30) days from the date of Acceptance request for return/exchange..

### **15. Survival**

15.1 These clauses will survive the termination of these Terms: Warranty, Intellectual Property Rights, Confidentiality, Personal Information, Effect of termination and Governing Law & Jurisdiction.

### **16. Relationship Between The Parties**

16.1 Nothing herein shall be construed to render either Party as the partner of the other Party or as entering into a joint venture with the other Party neither with respect to their respective businesses, nor as agent, representative or employee of the other in whatever regard.

### **17. Variation**

17.1 The Company may, from time to time, amend these Terms, without prior notification to the Purchaser.

**18. Severability**

18.1 In the event that one or more of the terms set out in these Terms is held to be invalid, illegal or unenforceable by a competent authority, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and the remaining terms shall continue to be valid and enforceable.

**19. Governing Law & Jurisdiction**

19.1 These Terms shall be governed by and construed in accordance with the laws of Malaysia. The Parties hereby agree that the courts of Malaysia shall have exclusive jurisdiction to resolve all disputes arising out of or in connection with these Terms.