



OFFLINE TO ONLINE (“O2O”) TERMS AND CONDITIONS

1	INTERPRETATION	2
2	BASIS OF THE CONTRACT	3
3	ORDERS	4
4	PRICE AND PAYMENT	4
5	DELIVERY	4
6	RETURN, REFUND AND REPLACEMENT OF GOODS AND/OR SERVICES	4
7	E-COUPON	6
8	RISK AND PROPERTY OF THE GOODS AND/OR SERVICES	6
9	WARRANTIES AND LIABILITIES	6
10	GENERAL	7



1 INTERPRETATION

1.1 In these Conditions:

"**Buyer**" or "**Customer**" means the person who purchases Goods using an O2O arrangement as detailed in Clause 2.1 herein;

"**Conditions**" mean these Terms and Conditions of Offline to Online ("O2O") Arrangement;

"**Contract**" means the contract formed when Seller accepted the order placed by Buyer for the purchase of Goods and/or services sold by Seller under an O2O Arrangement;

"**Goods**" means the goods made available for sale by Seller via the O2O Arrangement;

"**CARTEC-MALAYSIA**" means **CARTEC MALAYSIA SDN. BHD.** (Company No.: 600100-M), a company incorporated in Malaysia and having its registered address at 17 & 19, Jalan PJS 7/12, Bandar Sunway, 47500 Subang Jaya, Selangor;

"**CARTEC-MALAYSIA Terms and Conditions**" means these Terms and Conditions of Sale and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services;

"**Platform**" means the cartecmalaysia.com website and/or the **CARTEC-MALAYSIA** mobile app;

"**Seller**" means a third-party seller which sells Goods and/or services to Buyer under an O2O Arrangement;

"**Services**" means the use of any services, information and functions made available by **CARTEC-MALAYSIA** at the Platform;

"**Writing**" includes electronic mail, facsimile transmission and any comparable means of communication.



1.2 The headings in these Conditions are for convenience only and shall not affect the interpretation of any parties.

2 BASIS OF THE CONTRACT

2.1 O2O arrangement: The O2O arrangement enables Customers to visit any of the participating physical stores managed by a Seller, scan a QR code, make a purchase and pay for the purchase using **CARTEC-MALAYSIA** mobile app and **CARTEC-MALAYSIA** electronic wallet (“e-wallet”) operated by **CARTEC MALAYSIA SDN. BHD.** (“**CARTEC-MALAYSIA Wallet**”). Customers will then collect the Goods and/or consume services from the Sellers at the participating physical stores.

2.2 The sales and purchase contract (“Contract”) is entered into directly between the Buyer and Seller. **CARTEC-MALAYSIA** is not a party to any Contract between the Buyer and Seller and accepts no obligations in connection with any such Contract.

2.3 Seller shall be fully responsible for Goods and/or services offered and/or sold to Customers and related enquiries, complaints and liability. **CARTEC-MALAYSIA** shall not be liable to Customers for any claim that Goods and/or service is not collected or delivered, or is otherwise defective, unsatisfactory, or does not meet legal or other requirements.



3 ORDERS

3.1 All orders shall be subject to Seller's acceptance in their sole discretion and each order accepted by the Seller shall constitute a separate Contract. The Buyer shall be responsible for ensuring the accuracy of the price entered on the Platform.

4 PRICE AND PAYMENT

4.1 The price of the Goods and/or services to be charged by Seller shall be the price stated in the physical store at the time which the Buyer completes the payment process on the Platform. Buyer shall ensure that the right price (including all applicable consumption tax e.g. Sales and Services Tax) is keyed onto the Platform.

4.2 Under an O2O Arrangement, a Buyer shall make payment for the Goods and/or services using **CARTEC-MALAYSIA** Wallet on the Platform upon Seller's acceptance of Buyer's order and the formation of a Contract. All payments shall be made to **CARTEC-MALAYSIA**, as Seller's agent. Buyer acknowledges that **CARTEC-MALAYSIA** is entitled to collect payments from Buyer on behalf of Seller.

4.3 The terms and conditions applicable to payment via **CARTEC-MALAYSIA** Wallet, as prescribed by **CARTEC-MALAYSIA** on the Platform, shall be applicable.

5 DELIVERY

5.1 Delivery of the Goods and/or services shall be made by the Seller to the Buyer.

5.2 Seller shall be fully responsible for the Goods and/or services offered and/or sold to Customers and related enquiries, complaints and liabilities, including in relation to delivery of Goods and/or services.

6 RETURN, REFUND AND REPLACEMENT OF GOODS AND/OR SERVICES

- 6.1 Seller shall deal directly with, and be responsible to, Customers on matters relating to return, refund, replacement and cancellation of Goods and/or services. The return and/or exchange of any damaged or defective Goods and/or services (where applicable) shall be managed according to the Seller's store policy in force from time to time.
- 6.2 Except as stated in clauses 6.3 and 7.1, **CARTEC-MALAYSIA** will not be required to process any refund to Customers, and such refund requirements shall be settled between Seller and Customers;
- 6.3 If a Customer had made excess payment via **CARTEC-MALAYSIA** Wallet and notifies **CARTEC-MALAYSIA** within two (2) days of such payment, **CARTEC-MALAYSIA** shall process the refund of excess payment to such Customer. In the event of shortfall in payment, Customer shall make another payment via **CARTEC-MALAYSIA** Wallet to pay for the shortfall.

7 E-COUPON

7.1 A Seller may offer e-coupon (also known as e-discount coupon) for sale via its online store at **CARTEC-MALAYSIA** platform; such e-coupon may be used by Customers in conjunction with a purchase via O2O arrangement, to reduce the selling price of the Goods and/or services. Customers may get a refund for the purchase of such e-coupon if such purchase is cancelled before the e-coupon is redeemed and/or expired. The expiry date of such e-coupon is set by **CARTEC-MALAYSIA** and Seller and shall not be disputed by Customers.

8 RISK AND PROPERTY OF THE GOODS AND/OR SERVICES

8.1 Risk of damage to or loss of the Goods and/or services shall pass to the Buyer at the time of delivery.

8.2 Notwithstanding delivery and the passing of risk in the Goods any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until **CARTEC-MALAYSIA** has received payment in full.

8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as **CARTEC-MALAYSIA**'s fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer.

9 WARRANTIES AND LIABILITIES

9.1 Subject as expressly provided in these Conditions, all other warranties, conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

9.2 **CARTEC-MALAYSIA** is not liable for any loss, damage or liability of any kind suffered by Buyer or any third party directly or indirectly caused by the Goods and/or services, and the Buyer shall indemnify **CARTEC-MALAYSIA** against each loss, liability and cost arising out of such claims.

9.3 In no event shall **CARTEC-MALAYSIA** be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or if **CARTEC-MALAYSIA** had been advised by the Buyer of the possibility of incurring the same.

10 GENERAL

10.1 Neither **CARTEC-MALAYSIA** nor Seller shall be liable for non-performance, error, interruption or delay in the performance of its obligations under these Conditions (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond **CARTEC-MALAYSIA's** or Seller's reasonable control.

10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed, if to **CARTEC-MALAYSIA**, to its registered office or principal place of business and if to the Buyer, to the address stipulated in the Customer account information with **CARTEC-MALAYSIA**.

10.3 No waiver by **CARTEC-MALAYSIA** of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. Further, **CARTEC-MALAYSIA's** failure to enforce these Conditions shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Conditions.

- 10.4 If any provision of these Conditions is held by any competent authority to be illegal, invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.5 The Conditions shall be governed by the laws of Malaysia.
- 10.6 Buyer must exhaust all legal avenues against Seller should any dispute, controversy or claim arises out of or relates to the Contract, or the breach, termination or invalidity thereof, prior to bringing a claim against **CARTEC-MALAYSIA**. Any such actions brought against **CARTEC-MALAYSIA** for any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration of the Asian International Arbitration Centre (AIAC). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the AIAC. The place of arbitration shall be Kuala Lumpur. Any award by the arbitration tribunal shall be final and binding upon the parties. Notwithstanding the above, **CARTEC-MALAYSIA** shall be entitled to commence court legal proceedings for the purposes of protecting its intellectual property rights and confidential information or for a breach or non-performance by means of injunctive or other equitable relief.
- 10.7 **CARTEC-MALAYSIA** may, through the Platform or by such other method of notification as **CARTEC-MALAYSIA** may designate, vary the terms and conditions of these Conditions, such variation to take effect on the date **CARTEC-MALAYSIA** specifies through the above means. If Buyer uses the Platform after such date, Buyer is deemed to have accepted such variation. If Buyer do not accept the variation, Buyer must stop access or using the Platform and terminate these Conditions.
- 10.8 These Conditions, and **CARTEC-MALAYSIA** Terms and Conditions, shall constitute the entire agreement between Buyer and **CARTEC-MALAYSIA** relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.



10.9 **CARTEC-MALAYSIA** reserves the right to delegate or subcontract the performance of any of its functions in connection with the performance of its obligations under these Conditions and reserves the right to use any service providers, subcontractors and/or agents on such terms as **CARTEC-MALAYSIA** deems appropriate.