



ACKNOWLEDGEMENT

I/We confirm that the particulars stated above are accurate, true and also acknowledge that I/We have read the Terms and Conditions below and hereby agree to be bound by the Terms and Conditions set out therein.

Note:

- a) Kindly provide scanned / photo copy of NRIC (front & back) as well as the Electricity & Phone Bill (for address & identity proof).
- b) 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 WALKALINE SDN. BHD. for the purpose of but not limited to, allowing WALKALINE to determine my/our credit standing.
- c) Digitally filling up the form means agreeing to the terms and signing this agreement

TERMS AND CONDITIONS:

DEFINITIONS

Product(s):

- a) Electronic faucet & Bravat Equatre 4 in 1
- b) 2 Stage Filtration System
- c) 3 Stage Filtration System
- d) Alkaline Water Ionizer 9 plates
- e) Or any product sold by WALKALINE and or whichever is being referred to in the Order Form.

WALKALINE: WALKALINE SDN. BHD.

Customer: The individual, person or organization purchasing or renting the Product(s)

Customer agrees to be bound by the terms and conditions of Product(s) purchase as set out herein ("Agreement"). WALKALINE reserves the right to request additional supporting documents for verification purpose.

GENERAL:

1. Any sum set out in this agreement or otherwise payable by any party hereto to any other party pursuant to this agreement shall be deemed to be inclusive of any Goods and Services Tax (GST) or tax of similar nature which is chargeable on the supply(ies) for which sum is the whole or part of the consideration for GST or SST purposes.
2. WALKALINE reserves the right to accept or reject any Customer order(s).
3. WALKALINE may sell or assign either absolutely or by way of security any or all of WALKALINE's rights under this Agreement to any 3rd party, and the Customer agrees that Customer shall do all things necessary to give effect to such sale or assignment.



4. Personal Information/Personal Data:

- a) WALKALINE's Privacy Statement which can be found at <https://www.walkaline.biz/privacy>
- b) Will form an integral part of this Agreement ("Privacy Statement").
- c) Upon digitally filling up the form means signing this Agreement, you acknowledge that you as a 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.
- d) WALKALINE 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 as stated in WALKALINE website.

5. Customer authorizes WALKALINE, 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 purpose of evaluating Customer's credit standing, as WALKALINE deems fit in connection with this application. At the same time, Customer also agrees to give consent to CTOS Data Systems Sdn Bhd which is WALKALINE appointed CRA as defined in the Credit Reporting Agencies Act 2010 for the purpose of this application to disclose any such credit information to WALKALINE in order to allow WALKALINE to process Customer's credit information to determine Customer's credit standing.

6. Customer will receive one (1) pdf copy of the agreement and product manual upon installation. Customer will be deemed to have accepted that the Product is satisfactory and the installation of the product has been performed to Customer's satisfaction upon receipt of the same.

7. Installation Fee: WALKALINE or its appointed Service Professional shall install the Product(s) at no additional charge. However, WALKALINE or its appointed Service Professional will advise and notify Customer a separate quote on additional services or parts required:

- a) such as the installation of electrical outlet, concealment of cables, wiring and etc
- b) or any specific part (example: booster/pressure pump etc)

if Customer is agreeable to installation of the same, the cost for the additional services or parts any specific part and installation of the same will be charged separately.

8. Refund: Prepayment made by Customer in respect of Product price, rental registration fee and monthly rental fee is refundable provided that the order is cancelled by Customer in writing before the installation of the Product(s). Upon receiving such written request from Customer, WALKALINE will process refund within the time frame detailed below (days meant here are working days)

Customer's Payment Mode - Refund to Customer - Refund Time



- a) Cash/Cheque - Cheque - 30 days
- b) Cash/Cheque - Direct Transfer - 14 days
- c) Debit/Credit Card - Debit/Credit Card - 30 days

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

SECTION A: TERMS APPLICABLE FOR OUTRIGHT PURCHASE OF PRODUCT(S)

- 10. Applicability:** The terms and conditions under this Section A shall only apply where the Product(s) is purchased outright by the Customer.
- 11.** This Agreement come into effect from the date the Product(s) is successfully installed and after the Customer has digitally signed this Agreement (whichever comes first).
- 12.** WALKALINE will only deliver and install the Product after WALKALINE has received all the relevant payments from the Customer.
- 13.** Customer's purchase of the Product shall include free parts and maintenance for a pre-determined period (1 year). However, WALKALINE reserves the right not to provide free parts or maintenance service for loss or damage to the Product(s) arising out of improper use of the Product(s) or unauthorized services performed on the Product.
- 14.** WALKALINE reserves the right to charge Customer separately for the costs of additional maintenance services which WALKALINE deems necessary, if such additional maintenance costs arise due to improper use of Product, including any use of the Product beyond its intended purposes.
- 15.** WALKALINE reserves the right to repair or replace the Product(s) or any part of the Product at its sole discretion if there are defects to the Product during the warranty period. All components used to repair or replace the Product or any part of the Product shall remain the property of WALKALINE.
- 16. Non-Payment:** In the event Customer fails to make all payment due to WALKALINE in full, WALKALINE has the right to use any legitimate means, which shall include but not limited to listing the Customer with a CRA, engaging collection agencies and commencing legal proceedings to recover the outstanding amount.

SECTION B: TERMS APPLICABLE FOR RENTAL OF APPLIANCE

- 17. Applicability:** The terms and conditions under this Section B shall only apply where the Product(s) is purchased on rental terms.
- 18. Term(s):** This Agreement shall commence and be effective upon:

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- a) WALKALINE has verified the Customer's credibility and other information provided by Customer;
- b) The Product is successfully installed; and
- c) The Customer has digitally 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) Year for monthly rental as the "Minimum Rental Period", after which customer(s) has the right to extend for a following minimum period of Two (2) years (Extended Period will include related maintenance and replacement filters) as the "Extended Period" the Minimum Rental Period and Extended Period will collectively be referred to as "Term(s)"

19. Unauthorized Purchases: WALKALINE reserves the right to take legal proceedings in the event it discovers that false information, including forged documents, have been provided to WALKALINE.

20. Minimum Rental Period: This Minimum Rental Period for monthly and annual rental of the Product is Three (3) Years from the Rental Commencement Date. WALKALINE will impose termination fees if Customer terminates this agreement during the Minimum Rental Period in accordance with Section B clause 27 of this agreement.

21. Installation Conditions: WALKALINE will only Install the Product after:

- a) All the relevant payments have been made;
- b) WALKALINE has verified the Customer's credibility and other information provided by Customer;
- c) WALKALINE has verified the suitability of the proposed location for the installation of the Product(s) and
- d) WALKALINE has confirmed the availability of Customer order

22. Registration Fee: Customer shall pay rental processing and verification fee of RM 200 refundable upon rental contract completion

23. Warranty and Maintenance Service:

- a. Customer's Rental of the Product includes free replacement filters as deemed necessary by WALKALINE and schedule maintenance services for the duration of the Term. WALKALINE reserves the right to charge Customer separately for
 - i. Any parts required to repair due to improper use of the Product and or
 - ii. Replacement of the Product, due to loss or damage arising out of improper use of the Product or unauthorized services performed on the Product.
- b. WALKALINE will maintain the Product in accordance with its current maintenance policy. WALKALINE reserves the right to charge Customer separately for the costs of additional maintenance services which WALKALINE deems necessary, if such additional maintenance costs arise due to improper use of the Product, including any use of the Product beyond its intended purposes

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- c. Customer must allow WALKALINE to conduct regular maintenance as provided for under WALKALINE's maintenance policy. Frequent postponement of maintenance appointments will be viewed as a breach of this Agreement.
- d. In the event Customer requests scheduled maintenance service to be cancelled, Customer shall not hold WALKALINE liable in any manner whatsoever for any losses or damages arising from the cancellation. WALKALINE will not provide additional maintenance service in replacement of the cancelled scheduled service.
- e. Customer shall not attempt to transfer, sublease, resell, or rent the Product. Loss of Product or attempts to transfer, sublease or resell of the Product will be viewed as a breach of this Agreement which warrant legal action.
- f. WALKALINE reserves the right to repair or replace the Product or any part of the Product at its sole discretion if there are defects to the Product during the warranty period. Such right shall include any decisions to change the filter of the Product during regular maintenance. All components used to repair or replace the Product or any part of the Product shall remain the property of WALKALINE

24. Product Property: The Product provided to the Customer under the rental agreement remains the property of WALKALINE until the "Minimum Rental Period". The Customer shall under no circumstances attempt to dismantle, repair, undertake maintenance work or replace any filters or parts of the rented Product(s). Customer shall not be relocated or move the Product in any manner installed without prior written approval from WALKALINE.

25. Termination of Agreement: This Agreement cannot be terminated by the Customer during the Minimum Rental Period. Customer shall be liable to pay all amounts stated under Section B clause 27 if Customer terminates the Agreement during the Minimum Rental Period, the termination shall only be effective once Customer returns the Product to WALKALINE. If Customer fails to return the Product to WALKALINE, the Agreement shall remain in force and Customer must continue to pay the monthly/annual rental fees. WALKALINE reserves the right to terminate the agreement at any time during the Term(s) and retrieve the Product under the following circumstances

- a) Poor environment circumstances (e.g extreme pollution resulting in very poor air or water quality, as determined by WALKALINE's Service Team, resulting in difficulty in managing and maintaining the Product abnormal usage of the Product, transfer and or sublease of Product, unauthorized modification of Product
- b) The Monthly/Annual rental fee has been overdue for Three (3) months or more.
- c) Breach of any other Term(s) of this Agreement.

26. Rental After Termination: Customers who terminate the Rental Agreement prior to expiration of the Term(s) and or Minimum Rental Period are not allowed to reenter into another Agreement on rental terms with WALKALINE for a period of Three (3) months after such termination



27. 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 of the from the Rental Commencement Date calculated on a calendar month basis

28. Product(s) Loss/Damage Fee: If the Product cannot be located or found to be in badly damaged condition and is beyond repair, the Customer will be liable for the Product(s) Loss/Damage Fee calculated as shown below:

- a) Product Loss/Damage Fee for specific product = (Product Price x 90%) – [(Product Price/36) x Number of Paid Month]

29. Billing or Invoice:

- a) Regardless of the commencement date and expiry or termination date of the Term(s), 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 Product(s) until the month which is subjected to Minimum Rental Period defined in Section B clause 20, the Agreement expires or is terminated either by WALKALINE or by Customer.
- b) Unless otherwise agreed by WALKALINE, Customer shall settle the rental fee in the event of termination of this Agreement either by WALKALINE or by Customer, all monies owing to WALKALINE shall become due immediately.
- c) Any dispute regarding billing must be communicated to WALKALINE in writing within Thirty (30) days from the date of the relevant invoice failing 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) WALKALINE reserves the right to change mode of billing from time to time without giving any prior notice.

30. Rental Fee Payment:

- a) All payments to be made herein by Customer to WALKALINE shall be by way of direct debit of Customer's credit/debit card or bank accounts or any other modes of payment approved by WALKALINE from time to time and as agreed upon under this Agreement. Customer shall upon signing of this Agreement complete and execute the relevant payment authorization link as annexed or provided by WALKALINE.
- b) Customer must ensure that they have sufficient balance to fulfill the monthly/annual rental payment. WALKALINE reserves the right to charge an additional 1% of the product as a Rental Collection Handling Fee in the case of failure to obtain payments through direct debit for Two (2) consecutive attempts 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 attempt in which Customer fails to make payment via direct debit.
- c) WALKALINE reserves the right to charge the Rental Collection Handling Fee monthly if Customer cancels direct debit by any means, with no subsequent advance payment of

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rental by Customer. If Customer continues not to pay advance payment of rental, WALKALINE will charge the Rental Collection Handling Fee monthly from the month following the end of any payment of rental in advance.

- d) Customer must inform WALKALINE in writing as soon as possible of any changes to bank account details which may affect payment to avoid any delay in providing services.
- e) Where WALKALINE does not receive full payment from the Customer due to insufficient balance in the Customer's bank accounts on the date payment is due, WALKALINE shall be entitled to sufficient appropriate amount from the Customer's bank account to fulfill the amount due to WALKALINE at a later date. There may be more than one attempt to charge payment to Customer's credit/debit card account and bank account(s) to ensure that the monthly rental fee due to WALKALINE is paid in full.

31. Non-Payment of Rental: WALKALINE has the right to stop providing services and repossess the Product(s) in the event Customer continues to fail to pay the rental fee. WALKALINE shall be entitled to take the necessary measures to recover the outstanding rental amount. WALKALINE shall be entitled to use any legitimate means to collect such outstanding amount(s) which shall include but not limited to listing the Customer with a CRA, engaging collection agencies and commencing legal proceedings. The following procedures or steps will be taken against overdue rental payments

Months of Arrears - Actions

- a) 2 Months - SMS / WhatsApp to remind Customer
- b) 3 Months - Send reminder letter to Customer
- c) 4 Months - Termination of maintenance service(s)
- d) 4 Months - Pass over the account to collection agency
- e) 6 Months - Repossess the Product(s)
- f) 6 Months - Listing with a Credit Reporting Agency (CRA)

32. Ownership Transfer: Upon full and prompt payment for Three (3) continue years for the product, the ownership of the Product will be transferred to Customer at no additional charge or cost upon application for ownership by Customer. Customer may choose among the following:

- a) Customer may enter into a new agreement for the rental of another Product ("New Product") provided that the New Product is a new model within the same product category as the Product. In this case, Customer shall pay the new rental fee accordingly.
- b) Customer may continue to obtain maintenance services, including replacement filters by signing new service agreement with WALKALINE for the Product

33. Others:

- a) WALKALINE reserves the right to increase the rental fee in order to take into account any increase in WALKALINE's operating costs in respect of the Product(s) including but not limited to any increase in the cost of labor, material and transport.



- b) Customer must inform WALKALINE in writing of any changes or amendment to the Customer's personal details (address, telephone #, New Passport# and etc) as soon as possible.
- c) WALKALINE will not be responsible for any issues that arise due to Customer's failure to comply with Section B clause 33b of this agreement.
- d) WALKALINE reserves the right to make the final decision regarding any dispute
- e) At any point in time customer can write or request for support (Email to: support(at)walkaline.biz | Call to: 03 - 7627 1004

34. Survival of Provisions: Customer agrees that the clauses in the related Sections and its provisions in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, and shall survive the expiration or termination of this Agreement