

Purchasing Term and Condition
(Revision on 1 June 2025)

1. **General.** The terms and conditions on this form constitute the entire agreement between the individual or entity (“**Buyer**”) that purchase the products from Magnet Security & Automation Sdn. Bhd, (“**Seller**”). All sales by Seller are expressly conditioned upon the terms and conditions set forth below (the “**Terms**”), which are the only Terms of this sale and supersede all prior negotiations, correspondence and statements. These terms may in some instances conflict with those affixed to Buyer's purchase order or other order, if so, such terms not in conformance with these Terms are rejected and these Terms shall govern. Acceptance of Buyer's order is expressly conditioned upon Buyer's acceptance of or assent to these terms which shall be established by a written acknowledgement by implication, or by acceptance or payment for products ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not deem a waiver of these Terms. Any changes in these Terms must specifically be agreed to in writing and signed by an authorised officer of Seller before becoming binding. Retention by Buyer of any products sold hereunder shall be conclusively deemed acceptance of these Terms.
2. **Shipment.** All shipments are made Free-on-board and products shall be collected at Seller's office or warehouse or any such location specified by Seller. For the avoidance, Seller only needs to package and label the products and make them ready for shipment. If Seller has to arrange for shipment on behalf of Buyer, Seller shall have the absolute discretion to select which carrier or transport company. Title to products and risk of loss pass to Buyer during delivery thereof Seller to the carrier of delivery service. Buyer assumes all risk of loss in shipping and all liability for loss or damages, whether direct, indirect, and consequential or otherwise due to purchase any and all insurance it deems necessary to indemnify itself if against any loss in shipping. Buyer is responsible to purchase insurance for risk of loss in shipping.
3. **Delivery.** Seller shall not be responsible for loss, damage delay or failure with respect to the products if due to or arising from shortage of raw material, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to delivery materials or supplies or to provide services as agreed or contemplated by past dealings, transportations difficulties of any kind, acts of God, acts of Buyer or any other contingencies reasonable beyond Seller's control, whether or not presently occurring or contemplated by either party. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its consumers in such a manner as it consider acceptable. Seller shall also have the right to deliver the products in installments.
4. **Limited Warranty.** Seller guarantees that its products conform to the provided plans and specifications and are free from defects in materials and workmanship under normal use and service for 24 months from the date stamp on the product. For products without a date stamp, the warranty period is 24 months from the original purchase date. However, power adapters and batteries are warranted for only 3 months from the original purchase date. Seller's obligation shall be limited to repairing or replacing, at its option, free of charge for materials or labor, any part which is proven not in compliance with Seller's specifications or proves defective in materials or workmanship under normal use and service. Seller shall have no obligation under this Limited Warranty or otherwise, if the product is altered or improperly repaired or service by anyone other than Seller, or in the event the product has been improperly installed improperly used, abused, altered, damaged, subjected to accident, nuisance, floor, fire, lightning surge or act of God, or on which any serial numbers have been altered, defaced or removed. For warranty service, please refer to our dealer policy.

THESE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HERE OF IN NO CARE SHALL SELLER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHERS BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT.

Seller does not represent that, the products it sells may not be compromised or circumvented, that the products will prevent any personal injury, any property loss by burglar, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. Buyer understands that a properly installed and maintained Seller's products may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON A CLAIM THE PRODUCT FAILED TO PERFORM ITS INTENDED FUNCTION. However, if Seller is held liable, whether directly or indirectly, for any loss or damage, arising under this Limited Warranty or otherwise, regardless of cause or origin, Seller's maximum liability shall not in any case exceed the purchase price of the product, which shall be the complete and exclusive remedy against Seller. This warranty replaces

any previous warranties is the only warranty made by Seller on this product. No increase or alteration, Written or verbal, of this obligation of this Limited Warranty is authorized.

5. **Limited warranty from Buyer to Ultimate Consumer:** Indemnification of Seller. Buyer agrees to deliver to each consumer a limited warranty in substantially identical form as the above limited warranty. By accepting the products, Buyer assumes all liability for and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgment relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association but not limited to, consumer and/or users of the products, because of a failure of the products to detect and/or warn of the danger for which the products were designed, whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Seller.
6. **Returns.** Products will not be accepted for return without Seller's prior approval. Products must be returned to Seller in its original carton along with invoice number and date of purchase. Credits equivalent to the purchase price of the returned products shall only be credited into Buyer account for future purchase. No cash refund allowed. Return for credits are accepted only for new, unused products in original cartons and are subject to a restocking charge. Unauthorized returns, products previously altered, repaired or serviced other than by Seller, products aged more than 2 months from the date of invoice; or discontinued will not be accepted for credit and return costs on such products will be Buyer's responsibility.
7. **Taxes.** Any charges provided by Seller under the invoice are exclusive of sales and service taxes (SST) and/or other taxes that may be introduced by the authorities from time to time (unless specifically stated in the invoice). Buyer shall bear any such taxes imposed on the purchase or other exactions levied upon the purchase, delivery, storage, transportation of the products, and if any such taxes or reimbursement are paid by Seller, Seller shall have the right to request the full payment of such taxes or reimbursement in a separate invoice.
8. **Purchase on Credit.** This purchase, or prior purchases of Buyer from Seller, may have given rise to the extension of credit to Buyer by Seller. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery, if this invoice is not paid when due. Buyer agrees to pay all costs of the collection including agency and legal fees whether incurred in or out of court, on appeal, in arbitration, in Bankruptcy Court or in any insolvency proceedings.
9. **Interest on Past Due Accounts.** Interest at maximum legal rate or 1.5% per month, whichever is lower, may be charged on overdue accounts and such amount will be charged from the date account became overdue.
10. **Legal Expenses.** Buyer is also required to bear the legal expenses, without limitation, legal fees, costs, reimbursement and disbursement in the event Seller elects to enforce or interpret any of these Terms.
11. **Waiver.** No waiver by Seller of any of these Terms shall be deemed to constitute a waiver of any other terms or a waiver of the same or any other provision with regard to portions of this transaction or future transactions.
12. **Error.** Stenographic and clerical errors and omissions in the invoice are subject to correction.
13. **Applicable Law.** This agreement shall be deemed entered into in the State of Wilayah Persekutuan, Malaysia and the Laws of Malaysia shall govern its validity, performance and construction.

We appreciate your business very much. For more information please log on to www.magnet.com.my.