



## **MARCO PRODUCT REPAIR SERVICE TERMS AND CONDITIONS**

These terms and conditions shall apply in respect of your repair services from Marco Service Centre. These terms and conditions constitute an agreement between you and Marco Corporation (M) Sdn Bhd, with its registered address at 25<sup>th</sup> Floor, JKG Tower, 282 Jalan Raja Laut, 50350 Kuala Lumpur (hereinafter referred to as "Marco" or "we" or "our"). By virtue of your repair services, you undertake to comply with the following terms and conditions. Accordingly, we request that you carefully read through these terms and conditions prior to your repair services.

### **ORDERS, PRICES AND PAYMENT**

Our prices are quoted to you in Malaysian Ringgit.

When we have received an order from you, we will send an electronic confirmation to your e-mail address as a confirmation of the order. Accordingly, it is important that you provide the correct e-mail address. We recommend that you save the confirmation in order to facilitate any future contact with our customer service. The confirmation also constitutes receipt of your purchase.

If you would like to place an order for the repair service, you will need to pay for the repair fee upfront using the payment information that we email to you. Terms of payment are within Marco's sole discretion, and unless otherwise agreed to by Marco, payment details must be received prior to Marco's acceptance of an order. You will receive a confirmation by regular email when Marco accepts your order. You must not place an order in the name of a third party. We reserve the right to cancel orders made on behalf of a third party if we believe that it was placed without that third party's consent.

You may bank-in or perform online transfer or alternatively if you are a walk-in customer, you may pay using cash, credit card, debit card or Maybank QR pay. Marco does not charge any extra fees for card payments, but the bank may charge an extra fee depending on the type of card and bank. Please check with your card provider and bank before making a payment. Marco may not be able to accept credit and debit cards associated with a billing address outside of the country.

Debit and credit cards may have daily spending limits that could delay the processing of your order substantially.

A contract is formed between you and Marco as soon as the payment has been made. In the event no payment is received within a reasonable amount of time after you have placed your order, the order may be automatically cancelled by Marco.

Marco endeavors to offer you a repair fee that are up to date. Your total order price will include the price of the product or service or postage on the day of order processing. Marco reserves the right to change and correct prices for products or services displayed at any time. If we become aware that we have made an error in the price of the repair service that you have ordered we will notify you as soon as possible and you will have the option to accept the repair service with the new fee or to cancel the repair service. If you cancel your repair service, we will reimburse you for fees that you have paid for services that are not provided.

If you would like to make changes to the repair services you have ordered, please contact MARCO's customer service team. If it is possible, they will let you know about any changes to the price you have paid and the timing for MARCO providing the service.

## THE REPAIR SERVICE

For you as a customer, the repair service entails the following:

You are aware and acknowledge that the risk and costs associated with shipping the product to MARCO for repair, and all costs relating to the repair service, shall be borne by you. Such costs also include the shipping costs of the product intended for repair to MARCO. Except where the product send in for repair is through Marco Collection Centre at G Factory JB City Square or G Factory Paragon Penang. It is your duty to insist on the Acknowledgement Slip from Marco Collection Centres upon submission of your repair items.

We shall do our utmost to return the repaired product to you within reasonable time frame after we have received the product. When we dispatch the product to you, we will send an e-mail and sms to the e-mail address and phone number previously provided by you.

We will not accept products for the repair service where we cannot confirm the authenticity of the product. We reserve the right to assess the authenticity upon physical receipt of the product. In the event authenticity cannot be confirmed, the product will not be repaired, and we will return the product to you. You will be refunded any payment made by you to us for our repair services not delivered, with a deduction for the cost pertaining to the shipping of the product.

Marco will return your product to you without servicing it and may charge you the Diagnostic Fee if Marco inspects your product and determines that (i) your product does not require service, (ii)

your product has failed due to or has incompatibilities data residing or recorded on your product (iii) service is required due to the failure of parts that are neither supplied by Marco nor Marco-branded, (iii) additional labor or parts are required that were not specified in the original estimated charges and you do not agree to authorize service based on Marco's revised estimated charges, or (iv) service cannot be performed because the serial number has been altered, defaced or removed or the product has failed due to accident, abuse, liquid spill or submersion, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Marco or an Marco Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes ("Service Exclusions").

## PERSONAL INFORMATION

You agree and understand that it is necessary for Marco to collect, process and use your data in order to process sales, perform service and confirm compliance with applicable laws in Malaysia. Marco will maintain and use your personal data in order to allow you to exercise your rights arising from the service of your Marco product and for quality and service related purposes. Please refer to the Personal Data Protection Act published on our official website @ [www.marco-groups.com](http://www.marco-groups.com) for further details.

## DELIVERIES AND CANCELLATIONS

Deliveries within Malaysia are made in cooperation with local delivery service provider. The risk relating to the transportation of the product to MARCO for repair, and all costs relating to the shipping of product, shall be borne by you. Except where the product send in for repair is through Marco collection centre at G Factory JB City Square and G Factory Paragon Penang.

MARCO's liability for defects in conjunction with delivery shall be limited in accordance with the applicable delivery terms and conditions governing the relevant delivery and the provisions.

In the event a product is no longer sold or spare parts are no longer available, MARCO shall be entitled to cancel the repair service and refund your entire payment for the repair services that we received. MARCO shall contact you if this happens.

Unless you provide alternative instructions, Marco will ship your repaired or replacement product to the mailing address you furnished when you authorized service. Once your order has been prepared for shipment or has shipped, Marco is unable to change the shipping address. If your product is returned to Marco because delivery could not be completed at the address given, Marco will attempt to contact you for an alternative mailing address. If you do not provide an address at which Marco or its agent may deliver your product within one hundred and eighty (180) days after the original delivery attempt, Marco will notify you that it considers your product to be abandoned. Marco will send notice to the mailing address you furnished when you authorized service. In the event that your product is abandoned, Marco may dispose of your product in accordance with applicable provisions of law.

## CUSTOMER COMPLAINTS

We are under a legal duty to provide our repair service with reasonable skill and care. It is important that you as a customer carefully inspect the repaired product when you receive it back from us. In the event your product is damaged, you must report the same to the carrier as soon as possible and you must contact us within 30 days.

Please provide us with your order number and the reason for your complaint and we will provide further instructions. We try to respond to complaints within 48 hours.

Defective products returned to MARCO must be carefully handled by you as though they were free of defects. Notwithstanding the reasons for the return, it is highly important that the product is packed in such a manner that it cannot be damaged during transport. In the event a returned product is not defective, MARCO will return the product to you.

## LIABILITY

Marco reserves the right to change at any time the service options available to you.

Marco services, sells and ships products to consumers and Marco's customers only. You may not purchase for resale. Marco reserves the right to refuse or cancel your order if Marco suspects you are purchasing for resale.

No Marco employee or agent has the authority to vary any of the terms and conditions governing any transaction.

Marco's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by Marco of any provision or any right it has to enforce these policies, nor shall any course of conduct between Marco and you or any other party be deemed to modify any provision of these terms.

These terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

Marco may subcontract with other service providers for the service of your product.

Complete Agreement; Force Majeure. This Agreement governs service transactions accepted by Marco. No other oral or written terms or conditions apply. Marco does not authorize any variance or modification of this Agreement. Marco is not responsible for any failures or delays in performing service or delivering your product or a replacement product that are due to events outside Marco's reasonable control.

This repair service is for consumers and Marco's customers only and we shall not be liable to you if you use the repair service for business purposes. For the avoidance of doubt, this means that we shall not be liable for loss of profit, loss of business or business opportunity, or any business interruption.

Marco provides a service warranty of one hundred and eighty (180) days from the date of service, If non-conforming service is provided or a defect arises in a replacement part or product during the applicable warranty period, Marco will at its option, either (a) re-perform services to conform to their description (b) repair or replace the part or product, using parts or products that are new or equivalent to new in performance and reliability, or (c) refund the sums paid to Marco for service.

## APPLICABLE LAW AND JURISDICTION

These terms and conditions and your use of the repair service shall be governed by Laws of Malaysia.

## VALIDITY OF CLAUSES

In the event one or more of these terms and conditions is deemed invalid, illegal or unenforceable by a court of law or supervisory authority, the remaining terms and conditions shall continue to be valid.

## AMENDMENTS

MARCO may revise these terms and conditions from time to time. Each time you purchase a repair service from us, the contract between you and MARCO shall be subjected to the terms and conditions applicable from time to time.

## COMPANY INFORMATION

Marco Corporation (M) Sdn Bhd: 25<sup>th</sup> Floor, JKG Tower, 282 Jalan Raja Laut, 50350 Kuala Lumpur.

**Marco Service Centre: No 8-10, 2<sup>nd</sup> Floor, Jalan Segambut, 51200 Kuala Lumpur.**

Customer Service E-mail: [customerservice@marco-groups.com](mailto:customerservice@marco-groups.com)

Telephone: [+\(60\) 122954822](tel:+(60)122954822)