

## **RETURNS, CANCELLATION & OTHER POLICY**

#### A. RETURNS

- 1. PECMAN accepts returns for all product(s) except; products installed through **SERVICES** such as tinted glass, coating, car wash etc. Shipping and handling fees are non-refundable/non-returnable once the services are completed. **PRODUCTS** such as car leather seats are also non-refundable/non-returnable upon installation.
- 2. PECMAN shall have the sole discretion to make the final decision whether to give a full refund to you based on the state and condition of the product(s) returned to PECMAN and subject to the return policy stated above. All refunds shall be made to you within [21] working days from the date PECMAN approves you return application.
- 3. Subject always to Clause 1 and Clause 2 of this Policy:-
  - (a) For products shipped directly to you as a customer, the return application must be submitted through your own personal account via the PECMAN Apps according to the procedures in the refund policy stated in the PECMAN Apps and you are to return the said product(s) with the invoice and order number to the following address within 7 working days upon receiving your purchase:-

Return Department [Customer Service] PECMAN

<u>Address</u>: Ground Floor of No. 2-1 Jalan PJU 5/9 Dataran Sunway, Kota Damansara, 47810 Petaling Jaya, Selangor

- (b) For returns involving product(s) which are delivered to PECMAN's installer / team directly, you are still required to submit the return application through your own personal account via the PECMAN Apps according to the procedures in its refund policy in the PECMAN Apps.
- 4. You shall bear the sole cost and responsibility of all product(s) to be returned to us / in the course of returning to us. Due to this, we recommend that you send the product(s) using a delivery service that insures you for the value of goods. Please keep the tracking code with you in case we shall need them for reference. Proof of posting or request for delivery is not proof that the product(s) have been received by PECMAN.



 Any used/credited credit or points/discount codes for the returned order will be void and non-refundable/re-usable. Usage of points on subsequent purchases will not be rewarded for additional points.

#### B. CANCELLATION OF APPOINTMENT

#### i. Car Wash

- 6. A postponement of an appointment requires (5) hour notice. If you request for a postponement within [2] hour window of your appointment, you shall be imposed with a penalty of fifty percent (50%) before next appointment is fixed. The balance of the credit shall remain your account and can be used for the next new purchase and new booking.
- 7. A cancellation of an appointment requires a minimum of 2 hours' notice. If you cancel within the 2 hours window of your appointment, a fifty percent (50%) cancelling fee of the total sum paid for the particular transaction shall be forfeited. The balance amount paid shall be refunded to you in credit form for the next purchase and booking.
- 8. PECMAN shall have the absolute right to postpone / cancel any car washing transaction if you are late for more than fifteen (15) minutes. In such a case, a fifty percent (50%) cancelling fee of the total sum paid for the particular transaction shall be forfeited. The balance amount paid shall be refunded to the customer in credit form for the next purchase and booking.
- 9. For any complaints / issues pertaining to the Cancellation Fee, you may contact PECMAN via the "About Us" on Pecman's Apps for assistance.
  - ii. Installation of Tinted, Coating, Paint Protection Film (PPF), and Leatherette,
- 10. A postponement of an appointment requires (3) days notice. If you request for a postponement within [3] window of your appointment, you shall be imposed with a penalty of fifty percent (50%) before next appointment is fixed. The balance of the credit shall remain in your account and can be used for the next new purchase and new booking.
- 11. A cancellation of any appointment requires a minimum of 3 working days' notice. If you cancel within the three (3) working days window of your appointment fixed for installation, a fifty percent (50%) cancelling fee of the total sum paid for the particular transaction shall be forfeited. The balance amount paid shall be refunded to the customer in credit form for the next purchase of product(s) and booking for installation of the product(s).



- 12. PECMAN shall have the absolute right to postpone / cancel any appointment if you are late for more than one (1) hour from the time of your appointment, or if you fail to attend to the appointment. In such a case, PECMAN shall be entitled to forfeit fifty (50) percent of the total sum paid for the appointment as cancellation fee, and refund to you the balance fifty (50) per cent of the total sum paid in credit form for the next purchase of product(s) and booking for installation of the product(s).
- 13. For any complaints / issues pertaining to the Cancellation Fee, you may contact Pecman via the "About Us" on Pecman's Apps for assistance.

#### iii. Products Ordered

- 14. Any cancellation of product(s) (For eg, leatherette floormat, GS27 products) ordered will be refunded in 7 days in credit form subject to Clause 1, Clause 2 and Clause 3 of this Policy and at PECMAN's sole discretion whether such Products are refundable.
- 15. The return value of credit amount will be credited back to your respective e-wallet in PECMAN Credit Form/cash form to your respective banking account.
- C. OTHER PROVISIONS.
  - I. Car Wash
- 16. You shall bear the responsibility to pick up your vehicle(s) within 10 minutes after completion of PECMAN installer's service.
  - ii. Installation of Tinted, Coating, Paint Protection Film (PPF), and Leatherette
- 17. You shall bear the responsibility to pick up your vehicle(s) within 20 minutes after completion of PECMAN installer's service.
  - iii. Penalty (For future PECMAN outlet without open parking spot.)
- 18. If you fail to pick up your vehicle within the stipulated time (be it in paragraph 14 and/or paragraph 15, as the case may be), you shall bear the penalty for the delay in picking up your vehicle(s) as follows: -

Goods/Services	Time	Cost (RM)
Car wash	Every 15 mins or part	RM5
	thereof	



Car Coating/Leather Seats/PPF	Every 30 mins or part	RM5
	thereof	

<sup>\*</sup>Payment made through TouchNGo or Maybank2u.

- 19. PECMAN may request from you the car keys of the vehicle and a Touch n Go Card with sufficient amount (minimum RM15) from you for PECMAN's Installer/team to park the vehicle (post-service / post-installation / post appointment) at Sunway Giza Mall or any other place deemed appropriate in the event that you do not pick up your vehicle upon completion of the job.
- 20. PECMAN installer/team shall not responsible for any losses arising from destruction, damage, theft, act of God such as floods etc after the job on your vehicle is completed or if the vehicle has to be parked at Sunway Giza Mall or any other place deemed appropriate by PECMAN installer/team.
  - iv. Force Majuere / events beyond PECMAN's control
- 21. PECMAN has the absolute discretion to postpone / cancel your appointment for any reasons beyond PECMAN's control, including during lockdowns, flood, riots, war etc and/or if PECMAN's services have been fully booked during the day of your appointment.
- 22. PECMAN will inform you within reasonable time if such postponment / cancellation of your appointment is necessary and PECMAN shall not be liable to you for any losses / costs incurred arising from such postponement / cancellation howsoever caused.

# TERMS & CONDITIONS OF SALE FOR BUBBLE TINT PROGRAM

Please take time to read the following in its entirety to completely understand the terms and conditions of essential factors when dealing with the purchase and maintenance of the window film. You are solely responsible for reviewing our terms and conditions prior to submitting your purchase to have work performed.

Upon accepting the Products and Services from Pecman Sdn Bhd and proceeding with the order and supply of the said Products and Services to you, you confirm you have read, understood and accepted the contents of the following Terms and Conditions:-



## 1. Definition / Interpretation

In these Terms & Conditions of Sale, the following definitions shall apply:

- **1.1** Agreement means any agreement or contract entered into for the Products and Services provided by Pecman Sdn Bhd to you;
- **1.2 Products & Services** means the Products & Services from Pecman Sdn Bhd stated in the Terms and Conditions of Sale herein;
- 1.3 Job means an order or request for the Products & Services defined in Clause 1.2 above;
- **Platform** means any of the sites or locations where the Products & Services defined in Clause 1.2 above are provided by Pecman Sdn Bhd pursuant to the Terms and Conditions of Sale herein;
- **1.5** Terms or Terms and Conditions shall be used interchangeably to refer to the Terms and Conditions of Sale herein:
- **1.6 Pecman Sdn Bhd** shall also be referred to as **Pecman**:
- 1.7 You or Your (possessive) shall mean you as a person or a firm or a corporation, jointly and/or severally, in plural or singular form and who is/are acquiring the Products and Services from Pecman.

# 2. Basis Of Agreement

- 2.1. Unless otherwise agreed by Pecman in writing, the Terms and Conditions herein together with any other related Pecman's policies shall apply exclusively to every Agreement entered between Pecman and you for the supply of the Products and Services from any job or order received from you.
- 2.2. Any quotation provided by Pecman to you for the proposed supply of the Products and Services may include additional terms which may differ from the Terms and Conditions herein. In the event of inconsistency, the written quotation which is accepted by you shall prevail and be binding on you.
- 2.3. Pecman's quotation shall be valid for seven (7) days from the date such written quotation is given. Notwithstanding, Clause 2.2 above, such quotation shall not be binding until and unless you offer to agree to the said quotation, accept these Terms and Conditions and enter into an Agreement with Pecman and



that Pecman confirms its acceptance of your offer in writing or by electronic means (including through the PECMAN App) to provide you the Products and Services herein.

2.4. Pecman may vary the terms in the written quotation and/or in these Terms and Conditions herein at any time, without any prior notice to you.

## 3. Pricing

- 3.1. Unless otherwise indicated, the prices quoted for the supply of the Products and Services herein shall exclude any other taxed or duties imposed on Pecman which shall be borne by you on or in relation to the Products and Services herein.
- 3.2. If you request Pecman for any variation to the Terms and Conditions of this Agreement and/or relating to the supply of the Products and Services, Pecman reserves its right to increase the price of the Products and Services supplied to you to account for the said variation request.
- 3.3. If there are any changes in the costs incurred by Pecman to produce and supply the Products and Services to you, including and not limited to economic, social, geo-political, regional and global supply and demand of raw materials, governmental policies and other relevant external factors influencing the said pricing and costs, Pecman reserves its right to vary the pricing of the Products and Services in order to take into account such changes by notifying you.

## 4. Payment

- 4.1. Upon Pecman's acceptance of your offer in Clause 2.3 above, you shall make full payment of the price for the Supply and Services within forty-eight (48) hours thereof to secure an appointment for the installation of the Products and Services by Pecman at the designated Platform. Payment shall only be made via the PECMAN app.
- 4.2. In the event of cancellation with less than 24 hours' notice, Pecman has the right to forfeit 50.00% of the payment made pursuant to the Terms and Conditions of Clause 10 below, and the balance said payment will be credited back to you *via* the Pecman App and can be used for the next appointment.



## 5. Risk and Insurance

- 5.1. All risks and responsibility for any damage or otherwise in respect of the Productrs and Services shall pass to you immediately upon the completion of the job by Pecman and your collection of your vehicle from the Platform.
- 5.2. You shall be deemed to assume all risks and responsibility for any losses and damages arising from the use of the Products and Services by Pecman, whether such Products and Services are supplied or installed singularly or in combination with other Products (be it from Pecman or other third party(ies)).

#### 6. Installation Of The Goods

- 6.1. Once you have accepted Pecman's quotation and an Agreement is entered pursuant to Clause 2.3 above and full payment has been made by you to Pecman pursuant to Clause 4.1 above, Pecman will make reasonable effort to supply the Products and Services in a timely and professional manner, unless otherwise interrupted by events beyond the control of Pecman or its representatives, including and not limited to war (declared or undeclared), insurrection, civil commotion, terrorist event, military action, geopolitical changes or an act of sabotage or vandalism, a strike, lockout or industrial action, dispute or disturbance of any kind, an act or measure of a government authority, changes in laws or regulations, disease, pandemic, endemic, quarantine, plague, public health emergency, outbreak of communicable disease, an act of God, a storm, tempest, fire, flood, earthquake or other natural calamity, or an interruption or failure of essential utility services such as a computer system, computer programmes, power, phone or other telecommunications services that causes either Party to be fully unable to perform its respective obligations in this Agreement.
- 6.2. On the appointed time and date, Pecman or its representative will attend at the Platform to supply and install the Products and Services, along with any other necessary equipment.
- 6.3. In the event of any delay by Pecman or its representative, you will be kept inform of updates and/or its estimated time of completion. You will be informed upon the completion of the job.

## 7. Liability and Indemnity

7.1. Except as specifically set out in these Terms and Conditions herein, and in Pecman's warranty provided with the supply of the Products and Services, any PECMAN SDN. BHD. Company No.: 201601040983 (1211924-T)



term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Products or Services, be it implied by statute, common law, trade usage, custom or otherwise, shall be expressly excluded to the extent permitted by Malaysian law.

- 7.2. Pecman shall not be liable for any replacement of the Products or the costs of replacement of the Products and provision for the supply of the Services howsoever arising under or in connection with the sale, use, storage or any other dealings of the Products and Services by you with any other third party.
- 7.3. Pecman shall not be liable for any direct and/or indirect consequential losses or expenses suffered by you or any third party arising under or in connection with the use of Pecman's Products and Services howsoever caused, including and not limited to loss of turnover, profits, business or goodwill, damages, negligent misrepresentation etc or any other dealings or liability with any third party.
- 7.4. You are solely liable for all risks relating to or arising from the selection, supply and installation and use of the Products of Services by Pecman and that you acknowledge that you may will have to bear all risks and liability arising from the Products which exacerbate any faults upon acceptance of Pecman's written quotation which is read together with Clause 5 above. In this regard, no claims whatsoever shall be made against Pecman.

### 8. Further Express Exclusion of Liability

**8.1.** Without prejudice to any Terms and Conditions herein, and without limiting the operation of Clause 5, Clause 6 and Clause 7 above and Clause 9 below, you expressly acknowledge and agree that Pecman shall not be liable for any loss or damage arising from or occasioned to the rear windscreen demister due to the removal of existing tinting products on your vehicle, be it if it is original or aftermarket condition.

#### 9. Warranty

- 9.1. Window films are warranted against cracking, peeling and delaminating ("material defect") from the date of installation, when properly installed on rear windscreen for the period stated on the manufacturer's / Pecman's warranty / warranty card.
- 9.2. Pecman warranties that the Products supplied will be free of any material installation defects of the Products.



- 9.3. Notwithstanding Clause 9.2 above, if there are any material installation defects detected, subject to Clause 5, Clause 6 and Clause 7 above, Pecman will rectify the said defect(s) at its own costs.
- 9.4. You confirm, acknowledge and agree that pursuant to Clause 9 herein:-
  - 9.4.1 Unless advised otherwise, all window film(s) comes with a Manufacturer's Warranty; and
  - 9.4.2 This Manufacturer's Warranty shall be void if the window film is subject to abuse or improper care.

#### 10. Cancellation

- 10.1. If, because of circumstances beyond Pecman's control such as those stated in Clause 6.1 above, Pecman is unable to attend to the supply and installation of the Products and Services, Pecman shall have the absolute right to cancel the job (even if there was prior acceptance) by giving notice to you.
- 10.2. However, Pecman shall not be obliged to accept your request for cancellation or suspension of a job or any part of the job after Pecman has accepted the same, unless Pecman provides written consent / by electronic means (including through the PECMAN App) to you stating the contrary.
- 10.3. In the event of Clause 4.3 read together with Clause 10.2 above, Pecman shall be entitled to charge a cancellation fee, in which the 50.00% of the payment paid in Clause 4.1 above shall be automatically forfeited if you did not provide Pecman with twenty-four (24) hours' notice of your purported cancellation, subject to Clause 4.3 above, and the balance said payment will be credited to you via the Pecman App and can be used for the next appointment.

## 11. Severability & Law

11.1. Should any of the Terms and Conditions herein be deemed void by a court of competent jurisdiction, it shall be only be so to the extent of such clause(es). As for other clauses, it shall be enforceable and binding between Pecman and you.



11.2 Any disputes between Pecman and you regarding the Terms and Conditions herein shall be decided by the Malaysian courts of competent jurisdiction according to Malaysian laws with the applicable rules of common law and equity.