

# Purchase, Returns & Refunds Terms & Conditions

## Online Purchase Terms & Conditions

COSWAY members must purchase products using his or her own COSWAY member's identification number so that you can enjoy various benefits such as product discounts, monthly promotions, bonuses, incentives, Electronic Redemption Coupons (eRC) and all other membership entitlements.

### **Timing of Orders**

All orders will be deemed to be received when payment is accepted by COSWAY. If the mode of payment for an order is rejected or declined for any reason, the order will be rejected and for members, any bonuses, incentives or eRC will not be credited for any purposes. COSWAY members should submit orders earlier in the month if they wish to include the orders in the current month's purchases. COSWAY shall not be responsible for any delay in the submission of orders due to circumstances beyond its reasonable control.

### **Pricing**

We reserve the sole and absolute right to adjust the Price to reflect any change in the cost of the Goods due to any unforeseen circumstances and/or factors beyond our reasonable control, including without limitation, any foreign exchange fluctuation, currency regulation, change in tax duties/levies, increase in the costs of labour and materials or other costs of manufacture, change in delivery schedule at your request, or belated instructions or failure to supply us with requisite information or instructions on your part.

All product prices, product information, images, specifications as well as the availability of products are correct at the time of publishing. While every reasonable effort has been made to portray items in an accurate and up-to-date manner, some of the products listed on our website may be incorrectly priced or updated. Errors will be corrected when discovered, without prior notice.

### **Payment Terms**

All prices quoted on the Website are in Ringgit Malaysia ("RM") and are subject to adjustment at our absolute discretion at any time and from time to time without prior notice to you.

We will not be liable for any loss or damage, including theft or fraud, arising directly or indirectly from:

- a. Your failure or omission to protect your personal data from being seen by other persons or otherwise obtained by other persons when you enter your payment details online;
- b. Your failure to provide accurate information in the course of the online payment process; or
- c. Any other reasons in connection with the specified mode of payment.

## Personal Data and Privacy

We will collect and use the information furnished by you in connection with the Order ("Information") in accordance with the Privacy Statement as posted on this Website and this Clause. By furnishing the Information to us, you are agreeing to our use of the Information as set out herein. The Information will at all times be governed by PERSONAL DATA PROTECTION ACT 2010 (PDPA).

Please note in particular the following:-

Collection of the Information shall be for the purposes of:

- a. Providing you with the Goods in accordance with your Order;
- b. Maintaining our records relating to you and your Order, in order that we may provide maintenance, guarantee and other services to you (if applicable);
- c. Sending you information relevant to your Goods and advertising and promotional materials which may be of interest to you;
- d. Determining the amount of any payment owed to or by you (if any);
- e. Collecting any amounts outstanding from you; and / or
- f. Any purposes directly and indirectly relating to any of the foregoing.

We will keep the Information confidential, but we may from time to time provide the Information to:

- a. Any governmental or statutory authorities pursuant to statutory or judicial order or in compliance with applicable laws;
- b. Any other member(s) or affiliate(s) of COSWAY(M); and / or
- c. Any other person on a need-to-know basis who is under a duty of confidentiality to us, such as our authorized service providers which include the Payment Processor.

We will not accept any responsibility or liability whatsoever for any loss or damage suffered or incurred by you as a result of any use or misuse of any of the Information by any third party under whatever circumstances. You acknowledge and agree that your provision of the Information is made entirely at your own risk.

## Delivery Method

### a. Store Pick-up

- i. Self-collection via COSWAY store is available nationwide.
- ii. You should receive the "ready for pick-up" call from our Store Operator within **3 to 5 working days**. However, it may take longer as certain products are unavailable or not kept at the store.
- iii. Please bring along the hard copy of the invoice and the necessary identity for verification purpose when picking up your order.
- iv. Ordered items should be collected within **7 working days** upon receiving the "ready to pick up" call from our Store Operator
- v. **Failure to collect the orders within 7 days, it will result in forfeiture of payment.**

### b. Home delivery

- i. Home delivery services are available nationwide.
- ii. The shipping charge is based on the chargeable weight of your products.
- iii. Shipping fees will be calculated during checkout. You will be able to see the applicable shipping fee at the Payment Summary.

## Out of Stock Products

On an occasion, you may be able to place a product in your shopping cart and submit your order for processing, but your order is subsequently cancelled due to the unavailability of the product. You acknowledge that products may sell quickly and there may be a short period of time after an order has been submitted, during which the product is no longer available. You agree that we may cancel your order after you have received an Order Confirmation without penalty.

## Discontinued Products

On exceptionally uncommon events, you may receive an Order Confirmation from us, but the product is no longer available in our inventory. You agree that we may rescind our acceptance and cancel your order without penalty if we are unable to ship the product you ordered due to such unavailability.

# Returns and Refunds Policy

## Overview

Subject to the terms and conditions contained herein, the Returns and Refunds Policy ("Policy") hereto shall be binding on the User for all purchases on the website. For the purposes hereto, the user may also be referred to as the buyer ("Buyer"). The Buyer may apply to return the product subject to the terms and conditions and timeline stipulated in this Policy.

We do not accept returns based on change of mind and dislike of flavour and/or any other reasons. However, in the unlikely event that your order is damaged during transit, please contact us and we will discuss further options available. Examples of damaged items are broken glass, cracked plastic bottles, safety seal removed or torn off, and bottles leaking. Dented bottles or packages are most often not considered damaged goods because this does not affect the safety or potency of the product inside.

We only accept returns if:

- The request is made **within 10 working days** from the receipt of the item (as indicated by our home delivery agent) or 10 working days from the purchased date if you select delivery method as pick up via store;
- The product's packaging and/or seals are intact (where applicable), their contents are not consumed or used and they are in good marketable condition.
- If the product came with a free gift or as part of a set of products, they must all be returned together in original condition.

We will NOT accept returns of the following:

- Clearance products are not eligible for refunds or returns.
- Products that are listed as "non-returnable or non-refundable" on the website.

### Undeliverable Home Delivery Orders

Occasionally, orders are returned to us for failed delivery attempts (due to incorrect address or P.O. Box and / or the delivery was rejected by the named recipient). If this happens, we will attempt to contact you. If you give us a different address or rectify the delivery problem, we will attempt to re-deliver the package, but, you will have to pay the 2nd delivery charges in full. No subsidies will be applied since it is paid to the delivery company on the first attempt.

If we can't reach you or the item is still undeliverable, the parcel will be returned to the warehouse and we will issue you a refund for the cost of the product(s) only. We will not refund any shipping and handling fees you paid (if any).

### RETURN AND REFUND PROCEDURE

1. The Buyer is advised to verify and inspect the conditions of the products/contents of the parcel as soon as the products arrive or pick up via store.
2. Products purchased by members may be returned for a full refund **within Ten (10) Working Days** provided their packaging and/or seals are intact (where applicable), their contents are not consumed or used and they are in good marketable condition.
3. Buyer to bring the return product to Cosway Sales store:-
  - a. Home Delivery Order: proceed to any stores throughout Malaysia for return.
  - b. Store Pick Up Order: proceed to the selected pickup store by buyer earlier.

4. For any return request **after 10 working days** from the date of receipt of the products, buyer shall initiate the request and submit the relevant documents via [Message Center](#). Upon verification and confirmation of the Request, COSWAY will contact the Buyer accordingly.

The Buyer's Request will only be processed upon receipt of the following by COSWAY:-

- a. The completed return request from the buyer with correct information;
  - i. your email address
  - ii. your order number
  - iii. reason for returning item
  - iv. a contact number that we can reach you
- b. Photos of the relevant product(s) and the free gifts/accessories (if any) delivered/ pick up together with the order/parcel
- c. Copy of the Invoice

The Buyer shall ensure the quality of the photos to be clear and we shall have the right to request for further photos in the event we are unable to retrieve the photos or the photos are not clear.

5. COSWAY will review each Buyer's Request on a case to case basis and, shall have the sole and absolute discretion to determine whether such Request is successful.
6. Cosway (M) Sdn. Bhd. / eCosway.com Sdn. Bhd. reserves the right to amend and/or revise Terms and Conditions herein at its absolute discretion and such amendments and revisions shall be binding. Cosway / eCosway members acknowledge and agree that Cosway's decision (including any appeals) in respect of and relating to any issues is final.