

## **ONLINE SALES SERVICE TERMS & CONDITIONS**

This online sales service is provided to the Subscriber by Progresif Sdn Bhd ("Progresif") subject to these terms and conditions ("T&Cs"). Your use of this service constitutes unconditional acceptance to be bound by these T&Cs including any of its amendments, revisions or alterations made from time to time.

### **1. Definitions**

1. "Agreement" means the T&C for the delivery of the product(s), any online sales service order form and any other documents, which are to be construed to be part of this Agreement. This Agreement forms a contractual obligation and shall be legally binding on the parties.
2. "Online Sales Service" means the online sales service provided by Progresif on Progresif's website or any other platform.
3. All other definitions, with the exception of those listed above, are the same definitions found in the relevant terms and conditions of the product(s) being purchased by the Subscriber.

### **2. Delivery**

1. Progresif shall endeavour to deliver the product(s) to the Subscriber within the next day of receiving the online order.
2. Progresif shall deliver the product(s) to the Subscriber only and Progresif shall ask for legal and valid identification to validate the identity of the Subscriber.
3. The Subscriber shall sign the relevant product(s) terms and conditions and warranty forms (if applicable) upon delivery of the product(s).
4. Should the Subscriber not have the required funds to complete the payment upon delivery, the product(s) shall not be transferred to the Subscriber until such payment is completed.
5. In the event of the Subscriber being unavailable, the product(s) will be sent to the nearest Progresif retail store for collection by the Subscriber.
6. Progresif shall not be responsible for any unforeseeable disruptions, delays in delivery and any situation which will hinder the performance of the Online Sales Service.
7. Deliveries can only be made on Mondays to Saturdays to the Brunei-Muara, Tutong and Belait districts only.
8. Upon the submission of the online sales order form by the Subscriber, the purchase shall be considered as final. No cancellations (including any proposal of exchanges or refunds) shall be accepted by Progresif once the online sales order form has been submitted by the Subscriber with the exception of the following circumstances:
  - 8.1. In the event that port-in to Progresif has been rejected or failed;

- 8.2. In the event that Progresif is at fault for the non-delivery or non-functionality of the product(s) delivered.

### **3. Inspection of Goods**

- 3.1 Upon receipt of the product(s), the Subscriber shall examine them for defects without undue delay.
- 3.2 Written notification of any obvious defects shall be given without undue delay, but not later than within 14 days of receipt of the product(s). Such notification of defects must be in writing and shall precisely specify the type and extent of the defect.

### **4. Indemnity**

- 4.1 The Subscriber shall indemnify Progresif from any personal injury or death caused by the act, negligence or omission of its employees in connection with the performance of its duties and obligations under this Agreement or by defects in the product(s) delivered pursuant to this Agreement.

### **5. Subscriber's Representations and Warranties**

1. The Subscriber represents and warrants to Progresif that the information provided by the Subscriber in the registration form is true and accurate. The Subscriber shall immediately notify Progresif of any changes in the information as required in this Agreement.
2. By submitting the online sales order form, the Subscriber expressly consents to the use and disclosure of any information belonging to the Subscriber to whom such disclosure is deemed necessary for the facilitation of the Online Sales Service, business, financial, marketing or legal operations and activities of Progresif, or in compliance with any statutory or legal obligations imposed upon Progresif by any relevant agency or authorities,

### **6. Force Majeure**

- 6.1 Progresif shall NOT be liable for any interruption or discontinuation of service due to acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, weather, any natural disasters, outages, explosion, acts or regulation by the governmental agencies (including the withdrawal of consents, permits or licenses) or omission, failure, termination or cessation by third parties and relevant authorities beyond the control of Progresif.

### **7. Governing Law**

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.