## **DELIVERY**

- 1.1 The delivery of the Products to respective Buyer in connection to any Transaction shall be subject to the delivery policy and such other procedures as may be determined by DeLuxury from time to time, in its sole and absolute discretion ("**Delivery Policy**").
- 1.2 For any delivery of the Products within, DeLuxury, through its designated third party logistics service providers ("DeLuxury's Logistics Partner"), will provide delivery services to the Buyer at DeLuxury's costs, in accordance with the terms and conditions under the Delivery Policy. DeLuxury shall fulfil the Order through and cooperate fully with DeLuxury's Logistics Partner to carry out the delivery services. For any delivery in accordance with this Clause 13.2, DeLuxury shall be responsible for all payment of all delivery fees, costs, taxes and any other charges related to the shipping and/or delivery of the Products.
- 1.3 For any delivery of the Products outside of Klang Valley and/or Malaysia, DeLuxury may at its discretion, use any method or route to perform the delivery of the Products to the respective Buyer, who are located outside of Klang Valley and/or Malaysia, which DeLuxury deems appropriate at the Buyer's costs. For any delivery in accordance with this Clause 13.3, the Buyer shall be responsible for payment of all delivery fees, customs duties, taxes and any other charges related to the shipping and custom clearance of the Products. Any costs assessed against or incurred by DeLuxury in relation to shipping and customs clearance shall be payable by the Buyer.
- 1.4 DeLuxury's delivery of the Products to the Buyer through DeLuxury's Logistics Partner shall be in accordance with the following estimated timeline:
  - (a) East Malaysia- 3 to 5 working days
  - (b) West Malaysia- 5 to 7 working days

The delivery timeline stated under this Clause 13.5 and/or any dates quoted for delivery of the Products are approximate only, and DeLuxury shall not be held responsible and liable for any delay in delivery of the Products howsoever caused.

- 1.5 The total liability of DeLuxury to the Buyer in the event there is any loss or damage to the Products which are the subject of delivery by DeLuxury's Logistics Partner and where DeLuxury is responsible for the risk, shall be only limited to the total amount paid by the Buyer in relation to the Products.
- 1.6 In the event that there is any loss or damage to the Products which such loss or damage is caused by the Buyer's instructions/information wrongly provided to DeLuxury, Buyer's failure to comply with these Terms or the Delivery Policy, or otherwise directly or indirectly caused by Buyer, DeLuxury shall not be liable for any such loss or damage.