

## **MAGNET OVERSEA DEALER POLICY**

Rev: 09 (28/10/2022)

Thank you for supporting Magnet products. We are confident that we will have a long term “Win-Win-Win” and fruitful business relationship with your company. Magnet Dealer Policy (“**Policy**”) outlines key policies and procedures which are applicable to all our dealers, system integrators and distributors (“**Dealer**” or “**you**”).

This Policy is subject to change at the discretion of Magnet Security and Automation Sdn Bhd (“**Magnet**”, “**we**”, “**our**”, or “**us**”).

As used in this Policy, “**product**” means any parts, materials, equipment or goods sold or manufactured for or by Magnet. A “**consumer**” would mean any individual or entity that purchases or uses and has possession of a product from the Dealers.

### **1. Product Order and Payment**

- 1.1. **Mode of Order.** You are encouraged to place your order by providing us the Purchase Order. Alternatively you may contact our Sales Person to place your order.
- 1.2. **Details in the Purchase Order.** The Purchase Order should contain the following details:-
  - a. Magnet trading account number;
  - b. Products to be ordered;
  - c. Quantity of the products;
  - d. Delivery address; and
  - e. Expected time to pick up or deliver the order.
- 1.3. **Payment.** All payments need to be settled before delivery.
- 1.4. **Method of Payment.** We only accept the payment via telegraphic fund transfer.
- 1.5. **Date of Purchase** refer to the date on the invoice.
- 1.6. **No Returns.** All sales of the products to you are final. The Dealers shall not have the right to return any product to us or exchange or cancel any products order after it is accepted by you, except in the case of a defect notified by the Dealers in accordance with Magnet’s standard terms of product warranty.

### **2. Technical support**

- 2.1. **I-Magnet Cares.** We will use reasonable efforts to promptly solve the technical issues the Dealers may be facing during the installation and other maintenance services when it is required.
- 2.2. **Scope of Support.** Our technical support services include the following:-
  - a. assisting the Dealers by answering all technical issues that you may experience during site installation and implementation;
  - b. conducting the product training or demonstration at our office before the installation and implementation works; and
  - c. consultation relating to system and wiring of the products.

- 2.3. **Contact on Support.** You may contact our technical support team by visiting our office, calling our hotline or email us. We would respond to your enquiry during our office hours (GMT+8 08:30 - 17:30 Mon - Fri only).
- 2.4. **Support Not Covered.** Our technical support does not cover on-site support service if the technical issue cannot be solved through phone support. We would quote and charge the Dealer on Testing & Commissioning ("T&C") based on the scope of works and location of the site.
- 2.5. **On-site Support.** On-site support of T&C only includes testing, hardware setting, trouble shooting, installing of software and brief training to end user on the handover of the system. The on-site support specifically exclude any wiring or cabling work.
- 2.6. **Prior Technical Knowledge.** The Dealers are required to ensure the consumer possess the basic technical knowledge to perform simple programming, servicing and maintenance of our products.
- 2.7. **Product Information.** The Dealers are required to have minimum levels of understanding and information about the product to assure the product is being installed and used correctly. For more product detail, catalogue, installation guide and technical specification, you may visit and download from our website with the link below:-

<https://magnet.com.my/download-center>

### 3. Shipment

- 3.1. Price quoted are in US Dollar ex-work from our office or warehouse.
- 3.2. **Arrangement of Shipment.** We could assist to quote shipping charges to the designated address. All import duties and taxes will be the Dealers' responsibilities.
- 3.3. **Lead Time.** The lead time differs according to stock availability. For bulk order, we advise you to allow us to place your order in advance.
- 3.4. **Stock Keeping.** The Dealers are advised to keep additional stock for urgent/immediate replacement to meet the demands of the consumers in the event the consumers experiencing a product failure.
- 3.5. **Liability associated with Delivery.** We are not liable for any damages due to failure of fulfilling the order for any reason whatsoever. The delivery dates stated by us is always an estimation.
- 3.6. **Delivery, Title and Risk of Loss.** We shall not be held liable for product damage and/or loss during the shipment handling. The Dealers are advised to purchase its own insurance to cover risk of loss or damage.

### 4. Manufacturer's Warranty

- 4.1. **Scope of Warranty.** We warrant the product is free from manufacturing defects under normal use during the warranty period applicable to the product (or its parts).
- 4.2. **Warranty Period.**
  - a. The warranty period for the products purchased (excluding battery products) will be two (2) years commencing from the Date of Purchase.

- b. The warranty period for power adapter and battery products is three (3) months from the Date of Purchase.

4.3. **Specific Exclusion from Warranty.** The warranty does not cover damages arising or resulting from:-

- a. Normal wear and tear;
- b. The Magnet's warranty sticker has been remove or defaced from the product;
- c. Use other than in accordance with the operational manual or instruction provided by us or the manufacturer;
- d. Neglect, tamper, misuse, or improper handling of product;
- e. improper wiring, installation or settings of the product;
- f. Third party ancillary equipment which is used in conjunction with the product;
- g. Abnormal voltage or usage of generator (e.g. reversed power connection or electrical surge);
- h. Unauthorized disassembly, services repair, alteration or modification;
- i. The product has been reported stolen and/or missing; and
- j. Lightning strikes, incoming over voltage, flood, fire, natural disaster, pollution or act of God.

4.4. **Warranty Void.** The warranty will be void if the warranty sticker affixed on the products is torn.

4.5. **Warranty Procedures.**

- a. Dealer must keep spare parts and/or extra stocks to ensure that the item that is under warranty can be repaired or replaced immediately.
- b. Dealer MUST contact our technical department to verify if the item is under warranty. Next step will be communicated after the verification.
- c. A valid and undamaged Magnet's warranty sticker containing sufficient information for us to verify the authenticity of the product being purchased from Magnet.
- d. You are required to issue a commercial invoice, a picture of the item before packing and a packing list to MAG before shipping the faulty product.
- e. MAG team will need to cross check the commercial invoice, packing list, picture of item and revert if any amendment are required.
- f. If the item needs to be sent back after verification and no amendment is required to the commercial invoice, dealer can proceed to ship the item(s) together with commercial invoice back to Magnet at your own cost. Magnet will send the repaired/replaced item at our own optimum cost or together in your next shipment.
- g. We will provide a service report to our Dealers on our findings.

4.6. **Remedy of the Warranty.** We shall at our sole option either to repair the product or to replace the product with a new or refurbished product depending on the outcome of the assessment by our technical experts.

4.7. **Warranty Period for Replacement Parts/Product.** Replacement parts are warranted to be free from manufacturing defects for 90 days or, for the remainder of the limited warranty period of Magnet product they are replacing or in which they are installed, whichever is longer.

- 4.8. **Shipping of Replaced or Repaired Product.** You are required to provide a shipping out date of your product(s) within 1 month after we have informed you the pick up notification. We reserve the right to dispose or charge a storage fees on you if the product(s) is not collected within the specified date above.
- 4.9. **Products out of the scope Warranty or Warranty Period.** For product which is no longer under warranty, repairing fees will be quoted along with service report based on our evaluation. Our warranty team will only proceed to repair after the Dealer has signified his acceptance/agreement by signing and affixing dealer's company rubber stamp at the service report.

## 5. **Important remarks about Surge Protector Device (SPD) Usage**

- 5.1. **Products Installed at Outdoor.** Product that installed at outdoor area has high has high risk of being damaged by lightning surge, therefore it is important to install SPD device correctly for optimal protection. Proper installation on SPD would reduce the risk of lighting surge.
- 5.2. **Suitability of SPD.** Please note that SPD is only suitable surge induced onto external cables. Product and surge protector can still be damaged if the lightning surge exceeds the magnitude and speed supported by SPD. If the lightning discharges directly to the roof top or the nearby premises, then there is a high possibility for the SPD and the product to be damaged.
- 5.3. **Surge Protector.** Surge protector is a "safeguard" to the product but not a guaranteed. It provides a higher resistant against any damages caused by lightning surge. Product which is damaged from lightning surge are not covered under our warranty policy. Product that has encountered previous surge is still susceptible to damage as they may have suffered internal degradation.

## 6. **Spare Part Availability and Product Discontinuance**

- 6.1. **Spare Parts under MAG Brand.** For product under MAG brand, spare parts are available for three (3) years from we discontinue the supply of the product.
- 6.2. **Spare Parts under Different Brands.** For product under our technology partners such as SOYAL, OPTEX, spare parts availability will be subject to the discretion of our technology partners. We will use the reasonable effort to notify the dealer in advance regarding any product discontinuance.

## 7. **Acknowledgments and Representations**

- 7.1. **Terms and Conditions.** You understand and accept that the terms, conditions and covenants contained in this Policy are reasonably necessary to maintain the quality of service and product provided by us.
- 7.2. **Commercial Records.** You accept and agree that we would create and maintain the commercial records in our office. These records may include, without limitation, your contact details, equipment sales, your feedbacks and other useful information.
- 7.3. **Representation.** You expressly warrant that by agreeing to the terms and conditions of this Policy, it will not violate any other contract or obligation to which the Dealer is a party, including terms relating non-competition, confidentiality, data privacy.
- 7.4. **Limitation of Liability.** You acknowledge and agree to the following:-
- a. Except as provided in this Policy and to the extent permitted by law, we are not liable and/or responsible to Dealers or consumer for any direct, special, incidental or consequential damages

resulting from the usage of the product or failure of the product, including but not limited to lost profits or revenues, whether present or prospective, loss of business, loss of opportunity, loss of time or business reputation, inconvenience, loss of use of any product, property damages or personal injury. These limitations of liability would apply to all cause of actions, including but not limited to breach of contract, tort, strict liability or otherwise.

- b. We offer products relating to security and automation systems such as barrier gate, house security alarm and system, access control systems, video monitoring and other security devices or systems, we do not in anyway guarantee that no loss or damage will occur regardless how reliable the product we offered or how proper the product is installed.
- c. The product and services we offer do not cause and could not eliminate, lessen, negate, remove or prevent the perils such as natural disasters, burglaries, robberies, product malfunction, security breach and other deliberate actions to bypass or interfere the product.
- d. You or the consumer shall obtain and maintain sufficient insurance to protect the valuables, belongings or properties owned by you or the consumer.
- e. It is the responsible of the consumer to remember and insert the password, passcode, access card or other mode of identification or access to properly use the product. We are not obligated to maintain any backup or support for any loss, missing or forgotten password, passcode, access card or other mode of identification or access.
- f. If we are held liable, whether directly or indirectly, for any loss or damage, arising under this policy or otherwise, regardless of cause or origin, our maximum liability shall not in any case exceed the purchase price of the product in question, which shall be the complete and exclusive remedy against us.

7.5. **Consequences of Non-compliance.** If you have failed to comply with the terms in this Policy, we may terminate the commercial relationship with you, forfeit the rights for you to purchase our products, claiming the damages we may have suffered due to your non-compliance, or other remedies available to us.

7.6. **Advertising.** You are not under any obligation to carry out any advertising or marketing on our product. If you choose to advertise, however, you must take all reasonable steps to ensure the advertising materials and statements are factually accurate, comply with all applicable laws, correctly use our trademarks and comply with the highest ethical standard for advertising and marketing.

7.7. **Revision.** We reserve the right to amend this Policy from time to time without any prior notice.