



Terms & Conditions of E-Payment

1. The signing by the distributor of this agreement constitutes an irrevocable offer from the distributor to purchase the machine on installment payments term. This agreement shall become a contract and be binding on all parties when Enagic (M) SDN BHD accepts the offer by countersigning on this agreement and notifying the distributor such acceptance. No act of Enagic (M) SDN BHD or any person on the Enagic's behalf prior to the notification of such countersigning as aforesaid, constitutes or evidence any sale contract between the distributor and Enagic (M) SDN BHD.
2. The buyer's offer is subject to acceptance by Enagic (M) SDN BHD. Upon acceptance by Enagic (M) SDN BHD the initial payment is to be made. Prior to acceptance by Enagic (M) SDN BHD of this agreement, Enagic (M) SDN BHD reserves the right to reject the Agreement for whatsoever reason without giving any explanation to the buyer.
3. The E-Payment Price and the installments payable by the Purchaser shall be determined by Enagic (M) SDN BHD in such manner as Enagic (M) SDN BHD may in its sole and absolute discretion determine.
4. In the event of payment default by the Applicant under this Agreement, Enagic (M) SDN BHD shall be entitled to demand that the Applicant voluntarily surrenders the Leveluk machine to Enagic (M) SDN BHD.
5. Enagic (M) SDN BHD shall have absolute discretions to impose administration/ collection charge to cover administrative charges, costs or expenses incurred by the Enagic (M) SDN BHD in collecting or attempting to collect any sum money, which are not paid by the Purchaser on the due date.
6. Applicant must sign up Standing Instruction Form **which is issued by CIMB Bank** for the monthly installment, other banks standing instruction form will not accepted. Enagic is no longer accepting Alternate Payer Form for E-Payment. **No other individuals is allowed to pay for such agreement except for the applicant.**
7. "Without prejudice to any right of the Enagic", if the distributor shall:-
 - Default payment in punctuality of monthly installments or any sum due and payable under this agreement (whether demanded or not)
 - Failure to observe and perform any of terms, condition and stipulations on his part contained

If for any reason this Agreement is or becomes invalid or unenforceable or if in the absolute opinion of the Enagic (M) SDN BHD any of the security created pursuant to the Agreement is in jeopardy.

8. Shortly after the Enagic (M) SDN BHD received the first payment, all risk for any damage or loss or deterioration of the merchandise from any cause whatsoever shall be borne and settled by the buyer.
9. The monthly statements and installment payment will not send by Enagic (M) SDN BHD. The payment must also be paying every month without any reminder by the Enagic (M) SDN BHD. All the purchaser willing to make payment by Auto debit Facility, purchaser hereby irrevocably authorizes the Enagic to inform the purchaser's bank of financial institution to debit the purchaser's account for each of the said monthly installment. The buyer agrees to pay an amount of RM265 – RM530 (inclusive of 6% GST) to the Enagic (M) SDN BHD for handling fee.
10. All payments must be made to the address of the Enagic (M) SDN BHD as set out herein or to an address for the time being approved and/or notified by the Enagic (M) SDN BHD in writing and any payment sent by shall be at the Buyer's risk until received by the Enagic (M) SDN BHD at the approved address. No payment by cheque shall be deemed received.
11. No time or other indulgence granted by Enagic (M) SDN BHD to the distributors shall operate as a waiver of the Enagic (M) SDN BHD rights (save to the extent indicated by Enagic (M) SDN BHD in writing) in respect of any continuing recurring or subsequent breach.
12. A certificate that signed by the distributor with Enagic (M) SDN BHD as to the amount that already been agreed by distributor and Enagic (M) SDN BHD. A certificate signed by authorizer officer as to the manner of calculating and also the amount of the installment payable and/or late charges payable and/or the rebates (if any) to be granted shall be final and conclusive to the distributor.
13. Any demand for the payment including any Writ Summons in connection with this Agreement that already been agreed cannot be amend as the distributor already agreed with all the terms and condition that Enagic (M) SDN BHD while signing the certificates.
14. Where there are two or more parties in the expressions "distributor" or "Sponsor", their obligations and liabilities in this Agreement shall be joint and several. This Agreement shall be binding on the distributor and the Sponsor and their respective estate, personal representative and successors in title and on the Enagic (M) SDN BHD and its successors in title and assignees.

Applicant's Initials: _____

15. All costs and expenses incidental to this agreement (including but not limited to any registration fee stamp duty, any stamp duty or other fees) shall be borne and settled by the buyer(s).
16. Any liability the Enagic (M) SDN BHD might otherwise incur and any right the distributor might possess in respect of any conditions warranties or representations relating to the conditions of the Merchandise or to their merchantable quality or suitability or fitness for the particular or any purpose for which they are or may be required whether such conditions warranties or representations are expressed or implied and whether in oral or written statements made by or on behalf of any person in the course of negotiations in which the distributor or his representative may have been concerned prior to this Agreement are hereby expressly excluded.
17. The distributors hereby agree to pay the Auto-Debit charges of RM0.50-RM5.00 per transaction or other revised amount for the provision of the Auto-Debit service by debiting from the distributors account. The distributors further understand that such charges may be varied from time to time as determined by the distributor's bank without prior notice to the distributors.
18. The Purchaser hereby absolutely authorizes the Enagic (M) SDN BHD to obtain and/or verify any information on the Purchaser and/ or the Sponsor (if applicant) from any source as the Enagic (M) SDN BHD may at its absolute discretion deem appropriate including but not limited to any credit information agencies, financial institutions and the Director General of the Inland Revenue. The Purchaser hereby further absolutely authorizes the Enagic (M) SDN BHD to release any information relating to the Purchaser and/ or the Sponsor (if applicable) and/ or the Agreement to its advisors, solicitors, auditors, credit information agencies or to any party which the Enagic (M) SDN BHD at its absolute discretion deems fit.
19. In the event of payment default by the buyer under this Agreement, Enagic (M) SDN BHD shall be entitled to demand that the buyer voluntarily surrenders the goods to Enagic (M) SDN BHD, subject to written notice being served by Enagic (M) SDN BHD to the buyer.
20. In the event that the Distributor shall default in payments required to be made under this Agreement arising from any financial circumstances or any other factors, the Distributor may approach Enagic (M) SDN BHD for consultation on manner of settlement of payment obligations under this Agreement.

Applicant's Initials: _____

21. In the event that the Distributor has failed to perform the payment for any of the respective months and/or consecutively 3 months in a row, Enagic (M) SDN BHD with its sole discretions and rights will hold any commission entitlement and/or will proceed to report such incident to the CTOS SDN BHD and such Distributor will be considered as BLACKLISTED until the payment has been cleared.
22. This Agreement shall be governed by the laws of Malaysia. Time wherever mentioned shall be deemed to be the essence of this agreement.
23. The Enagic (M) SDN BHD shall not incur any liability to the Purchaser nor shall the Purchaser be entitled to rescind this agreement if the Merchandise does not correspond to its description as contained in this agreement.
24. Enagic (M) SDN BHD will have no liability either in contract or in tort for loss, injury or damage sustained by reason of any defect in the Merchandise whether such defect be intent or apparent on examination and we shall not be responsible to indemnify the Purchaser in respect of any claims made against the Purchaser by a third party of any such loss injury or damage.
25. Enagic (M) SDN BHD shall be absolutely entitled to assign the benefits of this agreement or any of the Enagic (M) SDN BHD rights hereunder.
26. Where this agreement is translated into a language other than English language. In the event of conflict discrepancies or variances between the terms and condition set out in English language version and that of the other language(s), The English Language Version shall prevail.
27. In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided, words applicable to natural persons include anybody or persons company, corporation, firm or partnership corporate or unincorporated, words importing the singular number induce the plural number and vice versa and words importing the masculine gender include the feminine and neuter genders.

Enagic® reserves the right to vary these terms and conditions at any time, and you agree to abide by the latest version of the Agreement.

I acknowledge that I have read and accept terms and conditions as above.

Signed By:

Applicant's Name:
IC Number:
Date: