



ENAGIC® (MALAYSIA) SDN BHD  
(201101042983)(AJL931978)

# REFUND POLICY

## English Version

Please be informed that merchandise, (hereinafter referred to as “machines”, “emGuarde” and “Kangen Air”), Kangen Ukon Sigma Softgels, Kangen Ukon & Honey Soap and Botanical Beverage Mix Turmeric, (hereinafter referred to as “Ukon®”) and merchandise and Ukon®, (hereinafter referred to as “goods”).

There shall be no refund for other merchandise except, as stated above, will be entertained.

### 1. COOLING-OFF PERIOD.

*This policy is only applicable for Malaysian Distributors*

#### **Merchandise & Ukon®.**

The buyer has the right to cancel certain sales without any penalty prior to midnight of the ten (10) working days following the transaction (*date of purchased*). This provision covers one hundred percent (100%) conditional money back guarantee on merchandise and Ukon® to all customers. In addition, the distributor must orally inform the purchaser of the ten (10) working days cooling-off period right to cancel at the time purchaser signs the contract of sales or purchases the goods. Prior to the completion of any sale, the purchaser is required to acknowledge his/her ten (10) working days right of cancellation during the ten (10) working days cooling-off period.

Enagic® shall proceed with the cancellation and refund regardless of any reason providing the following steps and conditions are met:

- Purchaser has acknowledged and decided to maintain his/her rights by delaying the collection or delivery of the goods till the eleventh (11<sup>th</sup>) working day;
- No goods may be released or delivered within ten (10) working days period; and
- Purchaser is required to notify Enagic® (Malaysia) Sdn Bhd via email to [admin@enagic-my.com](mailto:admin@enagic-my.com) within ten (10) working days from the date of purchased.

The refund will fall into **Category B** under below circumstances:

- Cooling-off period indicates that the ten (10) working days right of cancellation shall expire by default on the eleventh (11<sup>th</sup>) day; or
- Purchaser has agreed to rescind and waive his/her rights by instructing Enagic® to release or deliver the goods within the ten (10) working days period.

### 2. SALES RETURNS & RESIGNATIONS.

#### **Merchandise.**

Enagic® offers a hundred eighty (180) days, ninety-five percent (95%) conditional money back guarantee on machines to all customers from the date of purchase. Each Enagic® distributor is bound by his/her

Distributor Agreement and the Policies and Procedures to honor this guarantee. Prior to the completion of any retail sale, a distributor must make a verbal disclosure of the rights to cancel. It is the purchaser's responsibility to bear any additional fee and/or cost for the return of the machine. The purchaser is responsible for returning the product safely and securely to Enagic®.

Enagic® shall proceed with the cancellation and refund regardless of any reason providing the following steps and conditions are met:

- Purchaser is required to notify Enagic® (Malaysia) Sdn Bhd via email to [admin@enagic-my.com](mailto:admin@enagic-my.com) within hundred eighty (180) days from the date of purchased; and
- Machine needs to be received by Enagic® within hundred eighty (180) days from the date of purchased after instructed by Enagic® (Malaysia) Sdn Bhd.

Enagic® will not refund to any distributor if the conditions of the rule above are not met and should there is any indication that shows the following:

- Protective Seal (*for the machines and Kangen Air*) has been torn, and nullified by opening the box;
- Plastic Wrap (*for the emGuarde*) has been torn and opened;
- Machine has been used;
- There are scratches, marks or blemishes on the items;
- There are lost or stolen parts;
- Damages due to personal use, misuse, or negligence; and
- Machine received not in its original packing without its accessories, warranty card and its manual.

Enagic® distributor shall lose all the privileges, no longer entitled and eligible for any commission, bonus or prize once the cancellation request that has been accepted and processed. He/She is prohibited from advertising, sell or promote the Enagic® products or purchase products from Enagic® and shall have to wait for six (6) months before he/she may enroll again as Enagic® distributor, either as an individual or a corporation.

Enagic® reserves the right to impose additional fees; MYR 150.00 as for *Cancellation Fee* for all credit card transactions and MYR 250.00 as for *Cancellation Fee* with 12% of the payment made as for *Administration Fee (DCR only)* prior to processing the cancellation and refund request. This fee is only applicable for any transaction made via credit and debit card.

*Total fees; MYR 300.00 as for Cancellation Fee for all credit card transactions prior to processing cancellation and refund request made by Indonesia, USA, Mexico, Canada and other countries Distributors for emGuarde's personal import.*

#### **Ukon®.**

Enagic® offers no refund once the products have been collected and/or released from Enagic® unless the products have been found to be defective. Each Enagic® distributor is bound by his/her Distributor Agreement and the Policies and Procedures to honor this policy.

### **3. RETURN PRODUCT AUTHORIZATION.**

#### **Merchandise & Ukon®.**

Enagic® distributor is required to obtain authorization before returning any merchandise to Enagic®. Purchaser is required to notify Enagic® (Malaysia) Sdn Bhd via email to [admin@enagic-my.com](mailto:admin@enagic-my.com). Any package received by Enagic® without authorization and clear identification will be refused.

#### 4. QUALITY CONTROL.

##### Ukon®.

Enagic® distributor will replace, within seven (7) days of purchase, any product found to be defective. However, no product should be returned to Enagic® prior to the approval to do so from Enagic® Customer Service whether through mail or email request. To ensure that that replacement product will be issued, strict compliance to the following procedure is required:

- a. A written replacement request must be submitted, stating the reason for the request, and accompanied by verification of payment and a copy of the product order form and packing slip.
- b. Upon notification Enagic® will instruct the distributor where to ship the product. Upon receipt and verification, Enagic® will ship out the replacement product(s).

Enagic® reserves the right to take any procedural measures by informing purchasers in respect of **product recall** in the event that products are found to be defective. Purchasers are required to give full cooperation pertaining to this issue and Enagic® will proceed to ship out the replacement product(s).

In the event that purchasers have failed to give full cooperation in respect of **product recall**, Enagic® shall provide a period of seven (7) days from the final notification for the purchasers to provide confirmation of any arrangement. Enagic® shall not be held liable should no cooperation be provided by the purchasers even though Enagic® has executed procedural measures.

#### 5. MISC.

##### Merchandise & Ukon®.

1. The refund will take approximately thirty (30) days to be completed from the date of receipt of the authorized merchandise.
2. A refund will be issued in the same manner that the payment was received. Reimbursement will be issued to the same credit card account as it was used initially to make the purchase and for any fund transfer and payment via cash deposit machine (CDM), Enagic® Accounts Department shall request bank information to do the transfer.
3. Repayment of commission and bonuses need to be made accordingly by the sponsor and upline(s) once the cancellation request has been received. Enagic® shall proceed with the refund to the purchaser once the sponsor and upline(s) has done the repayment of commission and bonuses.

#### 6. EXCHANGES.

##### Merchandise & Ukon®.

Enagic® at any time shall not accept product exchanges from distributors.

#### 7. CONTACT US

Should you have any concerns, queries, requests and complain in regard to the Refund Policy, please reach us directly during office hour as below:

Person: Muhammad Nur Hafiz bin Abdul Shukor (Jerry)  
Contact No.: 603 2282 2332  
Email: [compliance@enagic-my.com](mailto:compliance@enagic-my.com)