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# CANCELLATION, RETURN, REFUND AND EXCHANGE POLICY

## **PART A: ORDER CANCELLATION**

### Cancellation by Buyer

These policies only apply to members (Buyer) utilizing direct purchased. Financing members (Buyer) utilizing their financing disbursement amount are not subject to these policies.

#### Before You Place Your Order

- Make sure to learn about the seller's return/refund policy as well as disclaimer about the product.
- Go through 'Product Description' section.
- Leave message to the Seller if there is any questions about the product.

The order in the system shall be addressed as:

- a) Order Received : Seller has been notified about the order. Only after the payment was made.
- b) Preparing for Shipment : Seller prepare the item.
- c) Shipping in progress: Seller already shipped the item but Buyer did not receive it yet.
- d) Delivered: Buyer received the item.

#### **(a) Before Delivery of Product**

- i. A Buyer may cancel their purchases without the Seller's approval at any time before the Product status on the Website is stated as "Preparing for Shipment".
- ii. Unless a Buyer cancel the order within one hour, it will be considered as instant cancellation and there is no need for Seller's approval. Refund will be credited to their accounts within 1-2 working days.

#### **(b) During Preparations for Delivery**

Once the order status is "Preparing for Shipment", the buyer can no longer cancel the order. But they can apply for 'return/refund' with reason(s) once they have accepted the item. ODELA service center will go through the 'return/refund' application. The result of the application will be notified to both Seller and Buyer through email or website.

#### **(c) After Delivery of Product**

Once a Product has been shipped out, the status for the order on the Website shall be changed to "Shipping in Progress" on the Website. The order can no longer be cancelled at this point, and any cancellation will need to be made via the return process as set out in Part C of this Policy.

### **Care of Products**

Where a Buyer is not within time to effect cancellation of an order for a Product during the periods set out in **Article (a) and (b)**, and the Product is subsequently delivered, the Buyer must not use the Product and shall take all such care so as to ensure that no damage occurs to the Product. In the event of any damage caused to the Product, the Buyer will need to bear the costs for any consumption of, wear and tear or damage caused to the Product.

### **Cancellation by the Company**

The Company shall have the right to cancel any order/transaction where the Company deems it necessary to: -

- (a) ensure compliance with the law;
- (b) protect the interests of the Company, Seller, Buyer and/or any relevant third party; and/or such other reason as the Company deems appropriate.

The Company may commence refund procedures without any request made by the Buyer, and both the Buyer and Seller shall be notified of the cancellation in writing.

## **PART B: RETURNS, REFUND AND EXCHANGE**

### **ENTITLEMENT FOR REFUND/EXCHANGE -DEFECTIVE OR NON-COMPLIANT PRODUCT**

This policy only applicable to products purchased by you directly from ODELA website  
A Buyer shall be entitled to a refund or exchange of a Product in the following situations:

#### 1.0 Product is defective

##### 1.1 A Product is defective if it: -

- 1.1.1 is unfit for its intended use;
- 1.1.2 not fit to be consumed
- 1.1.3 has a defective design;
- 1.1.4 has been defectively assembled or manufactured; and/or
- 1.1.5 is dangerous or harmful for normal use.

#### 2.0 Product does not comply with description/criteria

##### 2.1 A refund or exchange is allowed if the delivered Product: -

- 2.1.1 is a different or the wrong product;
- 2.1.2 has different specifications from that advertised or ordered, such as different function, wrong colour or size;
- 2.1.3 has missing parts; and/or
- 2.1.4 are missing items promised (such as free gifts)

### **General Exceptions**

A Seller may reject any request for returns or exchanges in any of the following cases: -

1. the Product delivered is damaged due to a cause attributable to the Buyer;
2. the value of the Product has been significantly reduced due to the use or partial consumption thereof by the Buyer;
3. the value of the Product has been significantly reduced to the extent that such Product is not in a fit condition to be resold;
4. the packaging of a Product is damaged caused by buyer;
5. where Buyer complains of compatibility for a Product that seller has clearly and adequately made disclaimer in the 'Product Description' section
6. there are other reasonable grounds based on which the Buyer may not be entitled to request for refund or exchange, as may be decided by the Company.



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**PART C: RETURNS, REFUNDS AND EXCHANGES (PROCESS AND PROCEDURE)**

**Standard Process**

Unless otherwise specifically provided under this Policy or the Seller Agreement, the process for refund or exchange of Products shall be as follows:

- 1.0 Buyer submits request for refund or exchange of Product (“Request”) through the Website or the Customer Service Centre;
- 2.0 Seller will receive notification of such Request;
- 3.0 the Seller must either approve or reject the Request within three (3) Business Days from date of notification;
- 4.0 Buyer returns the Product to the Seller. Seller should cover for the shipping expenses;
- 5.0 the Seller shall assess and review the Product returned;
- 6.0 based on the condition of the Product returned, the Seller shall either approve or reject the refund or exchange of the Product;
- 7.0 seller must provide valid reasons with evidence if he/she wish to reject the return/refund/exchange request; and
- 8.0 where refund or exchange is approved, the Seller must deliver the new Product or refund the purchase price to the Buyer according to the Time Limit for Submission of Request.

**Submission of Request**

- 1.0 A Request shall, at the first instance, be made directly to the Seller via the automated Request button on the Website.
- 2.0 The Buyer shall be required to submit all evidence to support the Request through the ODELA support email on the Website. The evidence shall include such information as order number, invoice number, date of purchase and payment, justification for return/exchange with graphic images/videos and such other information that will be necessary for the processing of such request.
- 3.0 Return/refund/exchange request is considered invalid without images/videos as evidence.

**Time Limit for Submission of Request**

A Buyer must submit the Request within the time limits set out below: -

<b>Status and Type of Product</b>	<b>Time Limit Applicable</b>
<b>1. Product Successfully Delivered</b>	within 3-4 Business Days from the Shipping Complete Date

For the purpose of this Article and this Policy: -

- 1.0 “Shipping Complete Date” shall refer to the date the Product is delivered to, and received by the Buyer
- 2.0 “Payment Complete Date” shall refer to the date payment was made for the Product;
- 3.0 “Purchase Confirmation Date” shall refer to the date of completion of the sale and purchase transaction of a Product as recorded and stated on the Website.

The Seller and/or the Company shall have no legal obligation to entertain any Request where the Request is submitted beyond the time periods stated in Article ***Time Limit for Submission of Request***.

**Approval/Rejection of Request by Seller**

- 1.0 Upon receipt and notification of the Request, the Seller shall, within three (3) Business Days from the date of receipt of same either: -
  - 1.1 accept the Request; or
  - 1.2 reject the Request;
- 2.0 Where the Seller rejects the Request, the Seller must provide the Company with all required documents or evidence supporting such rejection.
- 3.0 Any rejection by the Seller shall nonetheless be subject to the Seller Agreement, and the Company may override the Seller’s decision if it deems that the Seller’s rejection is unreasonable.

**Return of Product by Buyer to Seller**

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1.0 Upon confirmation of acceptance of request for refund or exchange pursuant to Article ***Approval/ Rejection of Request by Seller*** above, parties shall, within three (3) Business Days, arrange for the return of the Product as follows: -

1.1 Product Defective or Not Compliant with Specifications

Seller shall arrange for pick-up of the Product from the Buyer at Seller's own cost and expense (unless Seller waives the requirement for the Product to be returned for the Buyer to claim for refund or exchange).

2.0 Loss or Damage During Return Delivery to Seller

2.1 Where the Seller engages a courier service company to pick up a Product from a Buyer for return pursuant to Article mentioned above

2.2 above, and such Product is lost or damaged during return delivery, the Seller shall be responsible to bear the costs for such lost or damaged Product notwithstanding that such loss or damage was caused by the courier service company.

2.3 Any compensation to be recovered from the courier service company thereafter will need to be personally initiated by the Seller, and not the Buyer.

2.4 For the avoidance of doubt, the Company reserves the right to utilise all or any part of the Settlement Amount to resolve any claims the Buyer may make in respect of the lost or damaged Product.

The Seller and/or the Company shall have no legal obligation to entertain any Request where the Buyer fails to return the Product. Where attempts to reach the Buyer regarding the return of the Product remain unsuccessful more than fourteen (14) days from the date on which the Buyer submitted the Request, the Buyer shall be deemed to have withdrawn its request and the Company may take all such necessary action, including releasing any deferred Settlement Amount to the Seller.

### **Review of Returned Product**

1.0 Seller Review and Assessment

Upon receipt of the returned Product from the Buyer, the Seller shall review and check the same to assess whether it is in an acceptable and saleable condition for refund or exchange. The Seller is entitled to reject the refund or exchange of a Product that:

1.1 has been consumed or is showing excessive wear and tear for the period of use;

1.2 has been used in a manner not fit for its purpose;



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1.3 has torn or dirty packaging; and/or

1.4 is no longer in working condition.

### 2.0 Delay of Decision by Seller

The Seller may delay the decision on the return or exchange of a Product in the event that:

2.1 the delivery fee for returning the Product is still owing by the Buyer (where Buyer is liable for such fee) to the Company and/or third party (as the case may be); and/or

2.2 any free gift included with the Product has still not been returned by the Buyer; provided always that the Seller shall update the Buyer or the Customer Service Centre (as the case may be) on the delay and to provide a timeline within which the Seller's decision on the request by the Buyer for the said return or exchange of the Product will be submitted. The Company reserves the right to take any such action necessary to address and resolve the Buyer's claim if the timeline stated by the Seller is, in the Company's view, unreasonable.

### **Final Decision on Refund or Exchange**

1.0 Once the assessment and review of the Product is completed pursuant to Article ***Final Decision on Refund or Exchange***, the Seller shall provide a final decision to either approve or reject the requested exchange or refund of the Product no later than three (3) Business Days from the receipt of the returned Product from the Buyer pursuant to ***Article Return of Product by Buyer to Seller*** above or by any revised timeline pursuant to this Article.

2.0 In the case of: -

2.1 approved exchange of the Product, the Seller shall deliver the new Product to the Buyer promptly;

2.2 approved refund of the Product, the Seller shall refund the purchase price to the Buyer, which shall be carried out by the Company deducting the purchase price from the Seller's deferred Settlement Amount or such other method as the Company deems fit.

### **Automatic Acceptance for Non-Response by Seller**

In the event that:

1.0 the Seller does not respond to the Buyer's request for a refund or exchange of Product (prior to return of Product to the Seller) within the period set out in **Article Approval/Rejection of Request by Seller** above; or

2.0 where the Seller does not provide any decision on the refund or exchange of a Product within the period set out in **Article Final Decision on Refund or Exchange** above; it shall be deemed that the request by the Buyer has been accepted and the Company will immediately proceed with the refund or exchange process.

### **Costs for Return of Products**

The costs for the return of Products shall be borne as follows:

#### 1.0 No Defect/No Fault of Seller

Where a Product is returned due to no fault of the Product and/or the Seller, the Buyer shall bear the costs for such return.

#### 2.0 Defective/Non-Compliant Product

Where a Product is returned due to:-

2.1 the Product being defective; and/or

2.2 the Product not complying with description or criteria on the Product page, the Seller shall bear the costs for such return.

#### 3.0 Delay in Delivery

Where the Product is returned due to an unreasonable delay in delivery of the Product over and above the Seller Service Level then prevailing, or where there was a late or wrong delivery made by the courier service company engaged by the Seller, the Seller shall bear the costs for such return.

**Method of Refund**

The payment of refunds (“Refund Amount”) under this Policy shall be effected as follows: -

<b>Type of Payment</b>	<b>Method of Refund</b>
Credit card payments	Credit card transaction shall be cancelled and Refund Amount shall be transferred back to the credit card used for the original payment.
Online banking and debit card payments, and payments made via Automated Teller Machine (ATM)/bank transfer	Refund Amount shall be transferred into the bank account used for the original payment.

The methods of refund stated shall be subject to such further rules and processes as may be imposed by the Company from time to time.

**Recall of Products**

In the event there are any major faults or defects or any safety concerns relating to the Product which the Company deems to be sufficiently serious, the Company acting reasonably may require:

- 1.0 that the Seller recall the entire stock of Products sold to date; and
- 2.0 rectify the faults or defects by way of repair, exchange of Products or refund of monies paid and all costs for the recall, repair, exchange and refund which shall be borne by the Seller.

**Stock Not Available**

In the event a request for an exchange is made and the Seller does not have the relevant Product in stock, the exchange shall be handled as a request for return of the Product as a refund.

**PART D: IMPORTANT REMARKS**

**Financing Members**

1. Financing members cannot return, refund, and exchange products
2. On-site verification will be done prior to delivery of products to member
3. At point of payment to merchant, merchant has 3-5 working days to confirm payment has been received and also to prepare delivery of products to buyer
4. Ex warehouse from merchant to buyer will be noted in invoice for logistic delivery schedule
5. Direct transfer of payment from SME Bank will be made to ODELA to pay merchant accordingly thereafter.
6. Payment processing to merchants for ODELA will take 4 days at point of receipt of payment for SME Bank.

**Non-Financing Members (Public) and Direct Purchase Case:**

1. Verification and validation of products to be done at point of orders received
2. Once products verified on site, products to be delivered
3. Once product safely arrived, DO received on site (2 days to confirm). Delivery order to be received on site and needed to be confirmed within 2 days.
4. Payment to merchants from ODELA will be processed within 4 days at pointed receipt of confirmation of DO from Buyer.