

TERMS AND CONDITIONS

Please read these Terms and Conditions of Sale carefully before placing an order on our website. By submitting an order through the website, you confirm your unconditional acceptance of these Terms of Sale.

Your Contract With Us

To purchase any products for sale on our website, you need to submit a completed order and make full payment for that order using the payment system provided. Please provide a valid email address otherwise we will not be able to confirm receipt of your order. Your order will be confirmed automatically by email once the payment has been processed. This email constitutes your order confirmation.

Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Malaysian Red Crescent Society Penang State ("MRCS Penang State") reserves the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.

Price

The price you pay for the products shall be the price set out in our Confirmation. All prices are quoted in Malaysian Ringgit. The price of the products excludes the cost of packaging and delivery. These charges are specified separately.

We reserve the right to adjust the price of any products on our website without notice.

In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, MRCS Penang State shall have the right to refuse or cancel any orders placed for the product listed at the incorrect price, whether or not the order has been confirmed. If your credit card or iPay 88 account has been charged for the purchase and your order is cancelled, MRCS Penang State shall issue a refund to the amount of the incorrect price.

Payment Methods

Online orders can be paid by online banking (Internet Banking) with major Malaysian credit card or iPay88 Account. We accept the following credit cards: Visa and MasterCard. All credit card payments are subject to validation checks and authorisation by the card issuer. There is no surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be billed as soon as your order is confirmed.

**Please note that you do not need to have an account with iPay88 to remit payments to us via iPay88.*

Shipping & Delivery

Orders usually ship within 3-5 working days. This isn't guaranteed, but we try our best. If you have an urgent order, please email us and let us know what you need. We will try our best to accommodate your request.

Once your order has shipped, you will receive an automatic email with the tracking number.

Items will be delivered to the delivery address specified in your order. All delivery times quoted are estimated times and are subject to inventory availability. Delivery times cannot be guaranteed, and we are not liable for any delay or failure to supply the products where this is due to circumstances beyond our reasonable control; e.g. severe weather conditions, fire, accidents, war or civil disturbance, strike, any form of Government action or failure of our supplier(s) to deliver due to plague, epidemic, pandemic, outbreak of infectious diseases or any other health crisis, quarantine or lockdown, employee restriction, failure by you to give us a correct delivery address, notify us of any change of address or to be present to receive the delivery. Any and all costs of redelivery are to be borne by you.

If inventory is temporarily unavailable, we will contact you and let you know when we expect the items ordered to come into stock. You can then let us know whether you would like to wait or if you would like to cancel your order. If you would like to cancel your order, please contact us. We will refund you the money paid for any products which cannot be supplied.

Track Your Order

Login to your account to view the status of your order. If your order has been shipped, a tracking number will be displayed along with the status of your order. We are not responsible for lost packages for which no tracking was purchased. If you need further assistance tracking your order, please Contact Us.

POS Laju	http://www.poslaju.com.my/track-trace-v2
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Self-Pickup

Self-pickup is only available for shipments within Malaysia. Once your order is ready, our representatives will contact you through the email address or phone number specified in your order. Orders must be picked up between:

Time : 9:00am - 5:00pm

Day : Monday to Friday

Venue: Malaysian Red Crescent Society Penang State

26, Jalan Grove, 11400 Georgetown, Penang

Missing Products

We do not accept claims for missing orders beyond 15 days from the date of shipping. If you have not received your order within this period, please contact us immediately to check on the status of your order. Standard shipments arrive in about 7-10 working days. We do not guarantee any shipments made to P.O. Box addresses. If you believe that your order is severely overdue, please contact us quoting your order number and we will take appropriate action.

Order Cancellation Policy

You have the right to cancel your order at any time if they have not yet been shipped out or fulfilled. A cancellation fee of 20% will be imposed on the sale value of products, shipping and handling fees. Orders of customised products, downloadable products and donations may not be cancelled. Orders can only be cancelled if they have not yet been shipped out.

After shipping, please see our Returns Policy below.

Amending Your Order

We do not offer order amendments. If you would like to amend your order, you'll have to cancel your original order (subject to our Order Cancellation Policy outlined above) and place a new order for your preferred item(s). You can do this at your convenience — place an order now so it ships as soon as possible, or you can wait until after we've processed your refund. Bear in mind that once an order is shipped, it cannot be amended and will be subject to our Returns Policy (see below).

Returns and Exchanges

MRCS Penang State endeavours to source the products from reputable suppliers.

Defective Products

We will accept the return of products that are defective due to defects in manufacturing and/or workmanship within 3 days from the date of delivery, with the following conditions:

- You need to contact us in writing by email to report the problem.
- You will be responsible for and will pay the cost of returning the products to us.
- If you fail to take reasonable care of the products, we reserve the right not to accept their return and your payment will not be refunded. The products are your responsibility until they reach us and we cannot be held responsible for

products lost or damaged in transit. We recommend you pack them carefully, obtain proof of shipping, and arrange appropriate insurance.

- Provided the products are returned to us in accordance with the conditions specified above, we will refund your payment for the products at the price of the items as stated on your invoice and the delivery charges.

We reserve the right to replace defective items, rather than refund your payment.

Non-Returnable Purchases

We do not offer returns or refunds on the following:

- products that have been removed from the sealed package in which they were delivered
- discounted products
- products on promotion
- products purchased with coupon codes
- products redeemed with gift cards
- downloaded material
- canvas prints
- customised products
- donations / charitable contributions

This does not affect your right to return incorrect or damaged products - see below.

Missing, Incorrect or Damaged Products

If the products delivered to you do not include all of the items that you ordered, if items you ordered are missing from your order (subject to our Missing Products policy outlined above), or if we shipped damaged items, you may return such products to us. You need to contact us by email within 3 days from the date of delivery. All such returns must be made in their original condition with a brief explanation of the fault or damage. We can only accept the return of products if they are faulty or damaged. Upon receipt of the products in question, and following an examination of them, we will credit you with an appropriate refund.

This does not affect your statutory rights.

In the event we find no fault, we reserve the right to re-charge you for the item/s and to recover our fees and expenses from you.

We reserve the right to replace incorrect or damaged products, rather than refund your payment.

Exchanges

We do not offer exchanges of products or services after orders are placed. If your order has not shipped, please refer to our Order Cancellation Policy. If your order has shipped, please refer to our Returns Policy. Do contact us by email for further clarification.

Reliance on information posted and disclaimer

The materials contained on our website are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on our website and to the fullest extent permitted by law, we exclude all liability for loss or damages direct or indirect arising from use of our website.

Accessing our website

Access to our website is permitted on an as is and/or temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice. We will not be liable if for any reason our website is unavailable at any time or for any period.

Regular Website Changes

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

Our Liability

All product descriptions, information and material posted and displayed on our website is provided on "as is" basis without any guarantees, conditions or warranties as to its accuracy howsoever arising. Product image as seen on the website may differ from the actual product that you receive. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;

- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Viruses, Hacking and other Offenses

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit an offence under applicable laws, regulations and rulings as enacted and amended from time to time. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

Complaints

In the event that you are dissatisfied with any of our products, please [Contact Us](#) specifying the nature of the problem. We will investigate and respond to you as soon as possible.

Privacy Policy

We are committed to protecting your privacy and security. When you make a purchase from our website, we need to take your name, email address, delivery

address, phone number, and your payment information. Personal information collected on our website is only used by MRCS Penang State and its affiliates to process your order, improve your shopping experience and communicate with you, and is not shared with third parties. We do not store your financial information. Our secure servers protect your information using advanced encryption techniques and firewall technology.

We may notify you from time to time of current promotions, specials and new additions to MRCS Penang State. You may unsubscribe from our newsletters at any time by following the unsubscribe instructions in any email you receive from us.

We use "cookies" to keep track of your current shopping session to personalise your experience and so that you may retrieve your shopping cart at any time.

Other sites that may link to and from MRCS Penang State each have their own privacy policies and data collection practices. Please consult each site's privacy policy. We are not responsible for the content and operations of other websites.

Copyright and Trademark Notice

Unless otherwise specified, all materials appearing on our website, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of Malaysian Red Crescent Society or MRCS Penang State, as the case may be. You may use the content of our website only for the purpose of shopping on our website or placing an order on our website and for no other purpose. No materials from our website may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorised use of the materials appearing on our website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Changes to our Terms and Conditions

We reserve the right to revise, update, modify, review our Terms and Conditions at any time in our discretion. When we do, there is no further notice will be provided. You acknowledge and agree that it is your responsibility to review our terms and conditions and become aware of any modifications. Your continued use of our website following the posting of changes will be deemed your acceptance of those changes.

Jurisdiction and applicable law

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Malaysia.

The courts of Malaysia will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website.

Contact Us

If you have any questions about the Terms and Conditions, the practices of our website, or your dealings with our website, please contact us at admin@redcrescentpenang.org.my