

CelcomDigi Online Purchase Terms & Conditions

CelcomDigi Online Purchase Terms and Conditions (“**Terms**”) govern all online purchases of products and services made through the CelcomDigi Online Store (“**Online Store**”). By accessing, browsing, or making any purchase through the Online Store, you (“**Customer**”) agree to be bound by these Terms. Please read them carefully before placing an order.

1. General

1.1 The Online Store (www.celcomdigi.com) and all other CelcomDigi Platforms are operated by CelcomDigi Mobile Sdn. Bhd. (formerly known as Celcom Mobile Sdn. Bhd.) (Company No. 197601002188 (27910-A)) and CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) (Company No. 199001009711 (201283-M)) [collectively referred to as “**CelcomDigi**” or “**the Company**”], including their subsidiaries, affiliates, and authorised agents.

1.2 These Terms apply to all online purchases of products and/or services made through any CelcomDigi-owned or authorised platform, including but not limited to:

1.2.1 CelcomDigi website (www.celcomdigi.com)

1.2.2 CelcomDigi Online Store (“**CDOS**”) for outright device purchases (<https://shop.celcomdigi.com/home>)

1.2.3 Any other e-commerce channels officially authorised by CelcomDigi (collectively, “**CelcomDigi Platforms**”).

1.3 Use of certain products and/or services may also be governed by CelcomDigi’s additional general terms and policies, including:

1.3.1 General Terms and Conditions

1.3.2 Data Protection Obligations

1.3.3 Privacy Statement

These documents are incorporated into and form an integral part of these terms by reference. accordingly, references to “**Terms**” include the aforementioned documents unless expressly stated otherwise.

- 1.4 By accessing or using any CelcomDigi Platforms, you acknowledge and agree to be bound by these Terms. CelcomDigi reserve the right to amend, modify, suspend, or terminate any part of these Terms at its sole discretion. Any modifications will take effect immediately upon being posted on the Online Store.
- 1.5 Your continued use of the Online Store, CelcomDigi Platforms or any related services following the posting of any modifications constitutes your acceptance of the revised Terms. You are responsible for periodically reviewing the Terms to stay informed of any updates.
- 1.6 You are responsible for ensuring that any individual whom you permit to access or use the Online Store, CelcomDigi Platforms or any service complies with these Terms. Your use of CelcomDigi Platforms constitutes your confirmation that you have read, understood and unconditionally accepted these Terms, as may be amended from time to time.

2. Eligibility and Customer Requirements

- 2.1 Purchases through the Online Store may be made by any eligible individual residing in Malaysia, whether they are an existing CelcomDigi customer, a new customer, or a customer porting-in from another service provider pursuant to Mobile Number Portability (MNP).
- 2.2 To subscribe to or purchase any Postpaid service, the Customer must be at least eighteen (18) years of age and legally capable of entering into binding contractual obligations.
- 2.3 To subscribe to or purchase any Prepaid service, the Customer must be at least twelve (12) years of age. If the Customer is below eighteen (18) years of age, the Customer's parent or legal guardian shall be deemed to have consented to, authorised and assumed responsibility for the Customer's use of the Prepaid service and any related purchase made through the Online Store.
- 2.4 CelcomDigi reserve the right, at its sole discretion, to refuse or cancel any order at any time. This includes, without limitation, situations involving suspected fraud, incomplete or inaccurate information, or where the Customer does not meet the eligibility requirements under these Terms.

3. Orders and Acceptance

- 3.1 All product listings, descriptions, specifications and prices displayed on the Online Store are subject to change at any time and are dependent on stock availability.
- 3.2 The submission of an order by the Customer constitutes an offer to purchase the selected product(s) or service(s) in accordance with these Terms.
- 3.3 An order is deemed accepted only upon CelcomDigi issuing an official **Order Confirmation** and/or **Delivery Notification**. Until such acceptance, CelcomDigi are not obligated to fulfil the order.
- 3.4 CelcomDigi reserve the right, at its sole discretion and without liability to the Customer, to cancel or reject any order in whole or in part. This includes, without limitation, circumstances where:
- (i) the product is unavailable, out of stock or discontinued;
 - (ii) there are errors or inaccuracies in pricing, product descriptions or promotional information; or
 - (iii) the order breaches any CelcomDigi policy, these Terms or any applicable law or regulation.

4. Prices and Payment Terms

- 4.1 All prices shown on the Online Store are in **Malaysian Ringgit (MYR)** and include applicable taxes, unless expressly stated otherwise.
- 4.1.1 CelcomDigi accept payment via credit/debit cards, online banking, e-wallets, and any other payment channels introduced or supported by CelcomDigi from time to time.
- 4.2 The Customer must ensure that full payment is successfully completed before an order can be processed. Orders lacking valid payment confirmation will not be fulfilled.
- 4.2.1 CelcomDigi shall not be liable for any delays, errors, failed transactions, service interruptions or fees imposed by third-party payment service providers.

- 4.2.2 The Customer will be charged all applicable fees, charges and other amounts payable for the subscribed products or services, in accordance with CelcomDigi's billing and payment terms.
- 4.2.3 The Customer must promptly pay all fees and charges due to CelcomDigi in full, without any set-off, counterclaim, deduction or withholding for any reason.
- 4.3 The Customer is responsible for all applicable Taxes. If any withholding or deduction is required under applicable law, the amount payable to CelcomDigi shall be grossed up such that CelcomDigi receive the full amount it would have received had no withholding or deduction been required. "Taxes" means any applicable taxes and regulatory charges at the prevailing rate, including but not limited to withholding tax (of any kind and howsoever computed), value added tax, consumption tax, goods and services tax, indirect tax, sales tax, service tax, duties, fees, levies and surcharges (including any fines and penalties), by whatever name called, which may now be or which may be in the future introduced and imposed by the relevant government authorities in Malaysia and/or the Customer's country of domicile under any law, regulation, directive or guideline thereof including any amendment thereto from time to time.'
- 4.4 CelcomDigi shall not be responsible for or liable for any disputes, non-consensual use, or unauthorised transactions involving third-party accounts, cards or payment instruments. Customers agree to resolve all such disputes directly with the relevant third party without involving CelcomDigi.
- 4.5 CelcomDigi reserve the right to reject any transaction, suspend processing or forfeit any refund where suspicious, unauthorised or fraudulent activity is detected or reasonably suspected.

5. Delivery and Customer Pick-Up

5.1 Delivery Timelines

- (a) Delivery is performed on a best-effort basis and may be deferred at CelcomDigi's discretion without prior notice. All delivery timelines are estimates only and may vary based on stock availability, delivery location and the performance of third-party courier providers.

Estimated Delivery Time

Peninsular Malaysia	Minimum 3 working days
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Sabah, Sarawak and Labuan	Minimum 4 working days
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5.2 Delivery Method

- (a) Product successfully purchased through the CelcomDigi Online Store will be delivered or made available for pick-up (where applicable) in accordance with the delivery or pick-up options communicated to the Customer at the time of purchase.

5.3 Delays Beyond CelcomDigi's Control

- (a) In exceptional circumstances, delivery may be delayed due to service interruptions, courier issues or events beyond CelcomDigi's reasonable control. CelcomDigi shall not be responsible or liable for any delay, loss, or damage arising from such circumstances.

5.4 Changes to Delivery Options

- (a) CelcomDigi reserve the right to modify, suspend or discontinue any delivery or pick-up option at any time and at its sole discretion.

5.5 Delivery Requirements

- (a) Products shall be delivered only within Malaysia.
- (b) The Product must be personally received by the Customer. Upon delivery and in the presence of CelcomDigi's delivery agent, the Customer must:
 - (i) produce NRIC, passport or other valid identification for verification;
 - (ii) inspect the Product to confirm that it includes all necessary accessories, is free from cosmetic defects and functions at a basic operation level.
- (c) In any defect or issue is detected, the Customer must immediately reject the Product. Once accepted, CelcomDigi shall not be held responsible for any defects thereafter.

5.6 Mandatory Customer Presence

- (a) The Customer must be physically present to receive the Product. Third-party collection is strictly prohibited. If delivery is unsuccessful after three (3) attempts, the Product will be returned to CelcomDigi's warehouse. Thereafter, the

Customer must contact CelcomDigi Customer Services within fourteen (14) days of the final failed delivery attempt to arrange further action.

5.7 Unclaimed or Undelivered Products

(a) Any Product that remains undelivered (for home delivery) or uncollected (for in-store pick-up) after:

- (i) fourteen (14) days in Peninsular Malaysia; or
- (ii) fourteen (14) days in Sabah, Sarawak, and Labuan;

calculated from the date of the first delivery attempt or pick-up notification, shall be deemed irrevocably forfeited by the Customer. CelcomDigi may, at its sole and absolute discretion, return, dispose of, or resell the Product without further notice. The Customer shall not be entitled to any refund, reimbursement, or compensation.

5.8 No Refunds for Non-Delivery

(a) No refund will be provided once payment is successful, even if the Product is not delivered or cannot be delivered due to the Customer being unreachable, uncontactable or having provided inaccurate information. CelcomDigi shall not in any way be responsible or liable in such circumstances.

5.9 Freebies and Promotional Items

(a) These delivery and forfeiture terms also apply to any freebies, vouchers premiums or promotional items. Unclaimed freebies will be forfeited by CelcomDigi without compensation.

5.10 No Changes After Order Placement

(a) Once an order is submitted, CelcomDigi will not entertain any request to change the delivery address, Product model, colour, plan selection or any other aspect of the order.

5.11 Additional Personal Data for Verification

(a) CelcomDigi may request additional Personal Data, if necessary, for identity verification or fraud prevention purposes.

5.12 Accuracy of Customer Information

- (a) The Customer is solely responsible for ensuring that all Personal Data and delivery information provided are accurate and complete. CelcomDigi shall not be liable for any delay, non-delivery, or additional charges arising from inaccurate or incomplete information. Any re-delivery or additional delivery may incur charges payable by the Customer.

5.13 Verification Failure

- (a) CelcomDigi reserve the right to conduct verification checks or make calls to any party for identity confirmation. If verification cannot be completed (through no fault of CelcomDigi or its delivery agent) or if the verification fails, CelcomDigi may withhold the delivery of the Product.

5.14 Customer Pick-Up (Where Applicable)

Where a pick-up option is offered and selected by the Customer:

- (a) The Product must be collected at the designated CelcomDigi store or authorised pick-up point as notified to the Customer. A pick-up notification will be sent once the Product is ready for collection.
- (b) The Customer must personally collect the Product. Third-party collection is not permitted. The Customer must present valid identification for verification.
- (c) At the time of pick-up, the Customer must inspect the Product for completeness, cosmetic condition, and basic functionality. Any issue must be raised immediately. Once collected, CelcomDigi shall not be responsible for defects subsequently discovered.
- (d) If the Customer fails to collect the Product within fourteen (14) days from the pick-up notification, the Product shall be treated as forfeited in accordance with Clause 5.7.

6. Order Cancellation and Refund Policy

6.1 All Products purchased through the CelcomDigi Online Store are strictly non-cancellable and non-refundable once payment has been successfully made. CelcomDigi will not entertain any cancellation or refund requests except in the limited circumstances expressly set out in Clause 6.2.

6.2 Notwithstanding Clause 6.1, a refund may be initiated only under the following conditions:

6.2.1 **Mobile Number Portability (MNP) Failure** - where the Customer is unable to

successfully port-in to CelcomDigi for reasons not attributable to the Customer.

6.2.2 Failure by CelcomDigi - where the failure, delay, or inability to fulfil the order is directly caused by CelcomDigi, as determined at CelcomDigi's sole discretion.

6.3 For refund request eligible under Clause 6.2, CelcomDigi will contact the Customer to provide details on the applicable refund process, documentation and timelines. All refunds are subject to verification and final approval by CelcomDigi.

6.4 Approved refunds will be issued using the same payment method and to the same account used for the original purchase. No change of recipient or payment channel is permitted.

6.5 Refunds will be processed within four (4) to six (6) weeks from the date CelcomDigi confirm the refund approval.

6.6 CelcomDigi reserve the right:

6.6.1 To impose an administrative fee to cover costs incurred in processing the cancellation or refund request.

6.6.2 To deduct or set off any outstanding sums owed by the Customer prior to issuing any refund.

6.6.3 To amend, vary, or discontinue any portion of this cancellation and refund policy at any time without prior notice.

7. **Warranty**

7.1 All Products sold through the Online Store are covered exclusively under the warranty provided by the respective manufacturer, subject to the manufacturer's terms, conditions, exclusions, and warranty period. CelcomDigi do not provide any additional, separate or extended warranty. All repair timelines, processes and outcomes are determined solely by the manufacturer or its authorised service centre.

7.2 CelcomDigi shall not be liable for any defect, malfunction, failure, or damage to the Product after delivery, including but not limited to damage arising from misuse, improper handling

or negligence, accidents or external causes; unauthorised modification, alteration or repair; normal wear and tear.

- 7.3 It is the Customer's sole responsibility to inspect the Product immediately upon receipt; initiate any warranty claim directly with the manufacturer or its authorised service centre; comply with the manufacturer's warranty requirements and procedures. CelcomDigi are not responsible for processing, facilitating, or guaranteeing any manufacturer warranty claims.
- 7.4 The manufacturer's warranty shall be void in, but not limited to the following circumstances:
- a) Damage resulting from negligence, misuse, mishandling or abuse;
 - b) Installation of unauthorised software, modification, rooting, or jailbreaking;
 - c) Repairs, alterations, or disassembly performed by unauthorized persons;
 - d) Removal, alteration, or defacement of the IMEI number, serial number, or device label;
 - e) Invalid, unreadable, or tampered IMEI/serial numbers.
- 7.5 Accessories, bundled items, or promotional gifts are provided strictly on an "as-is" basis and are not covered under warranty unless expressly stated by the manufacturer.
- 7.6 If the Product is defective upon receipt or is deemed "Dead on Arrival" (DOA) (unable to power on), the Customer must report the issue to CelcomDigi Customer Service within twenty-four (24) hours and visit the nearest CelcomDigi Retail Outlet or coordinate via CelcomDigi Contact Centre for verification. DOA claims must include the original receipt, the Product, its original packaging, and all included accessories. Only devices with cosmetic defects or that cannot power on are eligible. Software-related issues or unbricked devices are not covered under the DOA policy and must be directed to the manufacturer or authorized service centre.
- 7.7 Products with defects that are covered under the manufacturer's warranty are not eligible for any refund, replacement or store credit from CelcomDigi. All remedies for such defects must be pursued directly under the manufacturer's warranty terms.
- 7.8 CelcomDigi shall not be liable for any delay, loss of use, inconvenience or other loss arising from or related to any warranty repair, service or processing carried out by the manufacturer or authorised service centre.

7.9 The Customer acknowledges and accepts all risks associated with the use of the Online Store and the Internet. CelcomDigi make no express or implied warranties, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose. The Online Store and any software provided are made available on an “as-is” and “as-available” basis. To the fullest extent permitted by law, CelcomDigi shall not be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages arising out of or relating to the Customer’s use of the Online Store, the Products or any related services.

7.10 All warranty claims, including those relating to Product defects, repairs, replacements, or the availability of parts - shall be handled exclusively by the manufacturer or its authorised service centre. CelcomDigi shall not be liable for any decision, delay, cost or outcome arising from or connected to the warranty claim process administered by the manufacturer or authorised service centre.

8. Fraud Prevention & Security

8.1 CelcomDigi are committed to implement appropriate measures to safeguard Customers against fraudulent, unauthorised, or suspicious transactions. For the protection of both the Customer and CelcomDigi, CelcomDigi may undertake such verification procedures as it deems necessary, including, without limitation, identity authentication, payment verification, and address validation.

8.2 CelcomDigi may disclose, share or verify any transaction-related information with trusted and reputable third-party fraud prevention service providers, payment processors, financial institutions, or regulatory and authorities for the purpose of detecting, preventing, or investigating fraud, in compliance with applicable laws and CelcomDigi’s Privacy Notice.

8.3 Without prejudice to any other rights and remedies available to it, CelcomDigi reserve the right, in its sole discretion to:

8.3.1 decline, suspend or cancel any order identified or reasonably suspected as fraudulent, unauthorised or high-risk;

8.3.2 request any additional documents, records or information deemed reasonably necessary for verification purposes, including but not limited to the Customer’s NRIC/Passport, proof of address, payment authorisation documents;

8.3.3 refuse delivery to any address, location or delivery point that CelcomDigi determine to be high-risk or otherwise unsuitable; and

8.3.4 suspend, deactivate or block the use of a device IMEI, SIM card or associated account if fraudulent activity is suspected, subject to applicable laws, regulations and internal policies.

- 8.4. If the Customer fails, neglect or refuses to provide the verification information requested by CelcomDigi within the prescribed timeframe, CelcomDigi may cancel the relevant order without incurring any liability whatsoever, except for the refund of any payment actually received from the Customer (where applicable).
- 8.5 CelcomDigi shall not be liable for any delay in the processing, fulfilment or delivery of any order arising from, or in connection with, the performance of fraud-prevention, verification or security checks procedures.

9. **Limitation of Liability**

- 9.1 The Customer expressly acknowledges and agrees that the Online Store, Products and all related services are provided by CelcomDigi strictly on an “as-is” and “as-available” basis. CelcomDigi make no representations, guaranties or warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to any warranties of merchantability, quality, fitness for a particular purpose, non-infringement, accuracy, reliability or uninterrupted availability.
- 9.2 To the fullest extent permitted by applicable law, CelcomDigi shall not be liable to the Customer for any direct, indirect, incidental, special, exemplary, punitive, or consequential losses or damages, including, but not limited to:
- (a) loss or corruption of data, revenue, profits, anticipated savings, goodwill, bargain, or business opportunity;
 - (b) business interruption, downtime, or loss arising from use or inability to use the Online Store, Products, or services;
 - (c) errors, delays, inaccuracies, interruptions or omissions in any content, information, or transactions made available through the Online Store; whether arising in contract, tort (including negligence), strict liability, equity or any other legal or equitable theory, even where CelcomDigi have been advised of the possibility of such losses or damages.

Where the Customer purchases any Product, CelcomDigi shall transfer to the Customer any manufacturer warranties that are capable of lawful transfer. Such manufacturer warranties shall constitute the Customer’s sole and exclusive remedy in respect of any defect or non-conformity in the Product. All other warranties, whether express or implied, or statutory, including but not limited to warranties of merchantability, quality, or fitness for a particular purpose, are expressly excluded. CelcomDigi make no representation that any Product is fault-tolerant or suitable for applications where failure may result in death, personal injury, or severe property damage.

10. Indemnity

- 10.1 The Customer agrees to indemnify, defend, and hold harmless CelcomDigi, its officers, employees, agents, contractors and affiliates from and against any and all claims, losses, liabilities, actions, proceedings, damages, demands, costs, and expenses (including legal fees) arising out of or in connection with:
- (a) use or misuse of the Online Store or Products;
 - (b) any breach of these Terms by the Customer; or
 - (c) any negligent act, omission, misconduct or violation of law by the Customer.
- 10.2 The Online Store may contain links to third-party websites or services. Such links are provided solely for convenience. CelcomDigi do not control, endorse or assume responsibility for the content, accuracy, availability, or practices of any third-party websites and shall not be liable for any loss or damage arising from the Customer's access to or use of such sites.
- 10.3 CelcomDigi shall not be liable for any delay or failure to perform any of its obligations under these Terms. If such delay or failure is caused by events beyond its reasonable control, including, but not limited to:
- (a) acts of God, natural disasters, fire, flood, explosion, lightning, insurrection, civil disorder, terrorism, war, or emergency;
 - (b) acts or omissions of any government, regulatory or competent authority;
 - (c) labour disputes, industrial action, or failures of suppliers;
 - (d) network interference, service outages, disruptions caused by environmental factors, buildings, underpasses, or adverse weather.
- 10.4 Without prejudice to the exclusions and limitations set out above and to the extent the Customer is nonetheless entitled to recover damages from CelcomDigi under applicable law, the maximum aggregate liability of CelcomDigi for any and all claims, losses or damages arising out of or in connection with these Terms shall not exceed Ringgit Malaysia One Hundred (RM100.00), notwithstanding any order, decree, or judgment to the contrary.

11. Privacy and Data Protection

- 11.1 CelcomDigi processes Personal Data strictly in accordance with the Personal Data Protection Act 2010 (Act 709) (as amended) and all applicable regulations, guidelines, and codes issued thereunder (collectively "PDPA").

- 11.2 The CelcomDigi Privacy Notice (as updated from time to time) forms part of these Terms and explains our data practices in more detail, including contact points and channels to exercise rights. The current Privacy Notice is available at www.celcomdigi.com/privacy notice. In the event of any inconsistency, the Privacy Notice prevails to the extent of the inconsistency.
- 11.3 Subject to the Privacy Notice and applicable law, CelcomDigi may process the following categories of Personal Data collected through the Online Store and related channels:
- (a) Identification and contact data (e.g., name, NRIC/Passport, postal address, email, phone);
 - (b) Transaction data (e.g., orders, payments, fulfilment, delivery, chargebacks);
 - (c) Technical and device data (e.g., IP address, device IMEI, network usage);
 - (d) Location data;
 - (e) Support interactions (e.g., live chat, contact centre, complaint history); and
 - (f) Sensitive Personal Data permitted by PDPA and with the required level of consent (e.g., biometric data) or where otherwise allowed by law.
- 11.4 The Customer acknowledges that they have read, understood and agreed to be bound by CelcomDigi's Privacy Notice and consents to the collection, use, processing and disclosure of Personal Data as described therein. The Customer further acknowledges that certain Products or services made available through the Online Store may be subject to additional terms, conditions or privacy obligations imposed by the relevant manufacturer or service provider and agrees to comply with such terms where applicable.
- 11.5 When accessing or interacting with the Online Store, CelcomDigi may collect the following categories of information:
- (a) Anonymous or Aggregated Data - such as browsing patterns, website usage, and analytics information and other non-identifiable technical information.
 - (b) Personal Data - information knowingly provided by the Customer, including during account registration, order placement, payment processing or other interactions with the Online Store.
- 11.6 By using the Online Store, the Customer expressly consents to:
- (a) The collection, processing, and use of Personal Data, including sensitive personal data where lawfully permitted, for the purposes set out in CelcomDigi's Privacy Notice and in compliance with PDPA and other all applicable laws and regulations.
 - (b) The disclosure of Personal Data to third parties identified or engaged by CelcomDigi as necessary to facilitate order fulfilment, payment processing, customer support,

marketing and promotional activities (subject to Customer's choices), fraud prevention and other legitimate business purposes as permitted under the PDPA.

- 11.7 Customer's continued use of the Online Store or CelcomDigi services following the publication of an updated Privacy Notice shall constitute acceptance of the revised terms.
- 11.8 Any information voluntarily disclosed by the Customer in public or user-generated content areas of the Online Store, such as forums, reviews, community pages or message boards, may become publicly accessible information. Customers are advised to exercise caution and refrain from posting Personal Data or sensitive personal data in such publicly viewable areas, as CelcomDigi cannot control how such information may be viewed, used or further disseminated by third parties.

12. Intellectual Property

- 12.1 All intellectual property rights in and to the Online Store, including but not limited to trademarks, trade names, logos, graphics, images, text, content, product description and software and all other content or materials, are owned by CelcomDigi or its licensors. All rights not expressly granted to the Customer under these Terms are hereby reserved.
- 12.2 The Customer shall not, whether directly or indirectly, copy, reproduce, modify, translate, publish, repurpose, distribute, transmit, display, perform, store, create derivative works from, or otherwise exploit any part of the Online Store or its content for commercial or public purposes without CelcomDigi's prior written consent. Any unauthorised use may constitute a breach of copyright, trademark, or other intellectual property laws and may result in civil or criminal liability.
- 12.3 Except where expressly stated, all third-party trademarks, trade names, logos, images, and product/service representations displayed on the Online Store remain the property of their respective owners. Their appearance on the Online Store does not imply any affiliation, sponsorship, endorsement, or approval by CelcomDigi, and is provided solely for identifying or describing the relevant third-party products or services.
- 12.4 All intellectual property rights referenced herein are protected under applicable Malaysian intellectual property laws, applicable international copyright treaties, and other relevant statutes and conventions. CelcomDigi will take all legally permissible steps to enforce its rights in the event of infringement.

13. Miscellaneous

- 13.1 The courts of Malaysia shall have non-exclusive jurisdiction in relation to any dispute arising out of or in connection with these Terms. This does not affect any right to refer eligible claims to the Consumer Claims Tribunal.
- 13.2 No failure or delay by either party to enforce any provision shall operate as a waiver. A waiver is effective only if in writing and signed by the waiving party.
- 13.3 Time is of the essence in respect of payment and any expressly stated activation/collection windows. All delivery dates are estimates unless expressly guaranteed in writing.
- 13.4 Any stamp duty legally chargeable on instruments executed by the Customer shall be borne by the Customer.