

TERMS AND CONDITIONS
条款和条件

DEFINITIONS:

定义:

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|-----------------|---|
| Company 公司 | : Leya Biotech Sdn. Bhd. (Company No. 202001033348/1389669-T) |
| Customer 客户 | : The person or organization who purchasing or renting the Appliance. 购买或租用设备的人或组织 |
| Appliance 产品 | : Any product marketed under the brand name of the Company, whichever is being referred to in this Sales Order Form. 以本公司品牌名称销售的任何产品，以本销售订单表格中所提及的为准 |

Upon signing of this Agreement and receiving payment from the Customer, it shall be deemed that the Customer has agreed to be bound by the terms and conditions of this Agreement. The Company reserves the right to request additional supporting documents from the Customer for verification purposes and reserves the right to amend the terms and conditions of this Agreement without further notice to the Customer.

签署本协议并收到客户付款后，应视为客户已同意受本协议条款和条件的约束。公司保留权利要求客户提供其他证明文件以进行验证，并保留修改本协议条款和条件的权利，恕不另行通知客户。

TERMS AND CONTIONS FOR OUTRIGHT PURCHASE
购买的条款和条件

- [Agreement Establishment]** This Agreement comes into effect upon signing of this Agreement and receiving payment from the Customer.
【协议的确立】 本协议在签署本协议并收到客户付款后生效。
- [Delivery]** Delivery of the Appliance will take place within ten (10) working days after all the relevant payment have been received by the Company.
【交货】 产品将在公司收到所有相关付款后的十（10）个工作日内交付。
- [Warranty]** The purchase of the Appliance comes with three (3) years' warranty on all parts which shall only cover any damages caused by fair wear and tear.
【保修期】 产品具有三（3）年的保修期，但仅涵盖合理磨损造成的损坏。
- [Maintenance]** If the Appliance is used beyond its intended usage as determined by the Company, the Company reserves the right to charge the Customer for such additional maintenance cost which the Company deems fit.
【维护】 如果产品的使用超出了公司预设的用途，公司将保留权利向客户收取适当的额外维护费用。

5. **[Right of Order Acceptance]** The Company reserves the right to reject the Customer's for whatsoever reason.
【订单的接受权】 公司有权利拒绝客户订单。
6. **[Defects]** In the event if the Appliance has manufacturing defect or factory defect during the warranty period, the Company reserves the right to repair or replace the Appliance at its discretion.
【瑕疵】 如果产品在保修期内出现制作/工厂缺陷，公司可自行决定维修或更换产品。

TERMS AND CONDITIONS FOR RENTAL

租赁的条款和条件

1. **[Agreement Establishment]** After the Company has verified the Customer's credibility and other information, this Agreement comes into effect upon signing of this Agreement and receiving payment from the Customer.
【协议的确立】 本协议将在公司核实客户的信誉和其他信息并收到客户的付款后生效。
2. **[Right of Order Acceptance]** The Company reserves the right to reject the Customer's order for whatsoever reason.
【订单的接受权】 公司有权利拒绝客户的订单。
3. **[Unauthorized Purchase]** In the event that forged documents, or any misleading information supplied by the Customer are discovered during the term of rental, the Company reserves the right to initiate legal proceedings at law and equity to protect itself and/or recover all its losses.
【未经授权的购买】 如果在租赁期内发现客户提供伪造文件或任何误导性信息，本公司将保留权利提出法律诉讼在法律或权益上以保护自己及追回所有损失。
4. **[Minimum Rental Period]** The Minimum Rental Period for the Appliance shall be twenty-four (24) months. The Customer shall be charged Termination Fee for early termination.
【最低租赁期】 产品的最低租赁期应为二十四（24）个月。提前终止将被征收提前终止费。
5. **[Termination Fee]** The Customer shall pay an amount equivalent to the rental for the remaining months of the rental period and the deposit paid shall be forfeited by the Company as liquidated damages.
【提前终止费】 客户需向公司支付相当于租赁期所剩余月份的租金以及所支付的保证金将被公司没收并作为赔偿金。
6. **[Rental Service]** Rental shall include free parts for the duration of the rental period which shall only cover any damages caused by fair wear and tear
【租赁服务】 租赁期间包括免费零件， 但仅涵盖合理磨损造成的损坏。
7. **[Ownership of Appliance]** The Appliance provided to the Customer under this rental scheme shall remained as the property of the Company. The Customer shall under no circumstances attempt to dismantle, repair, undertake maintenance work or replace any filters or parts of the Appliance. The Customers are forbidden to relocate the Appliance without prior approval from the Company.
【产品的所有权】 根据此租赁计划所提供给客户的产品为公司财产。客户在任何情况下均不得尝试拆卸，修理，进行维护工作或更换产品的任何过滤器或部件。未经公司事先批准，客户禁止搬迁产品。

8. **[Termination of Agreement]** Customer is only entitled to terminate the rental after twenty-four (24) months of minimum contract period. The Company reserves the right to terminate this Agreement and retrieve the Appliance under the following circumstances:-

【协议终止】客户仅可以在最低租赁期,二十四 (24) 个月后终止租金。在以下情况下, 公司将保留终止本协议并取回设备的权利:-

- a. The monthly rental is due for one (1) months;
租金拖欠了一个月
- b. Affecting the Company's reputation; and/or
影响公司的信誉; 和/或
- c. Breach of any of the terms and conditions of this Agreement.
违反本协议的任何条款及条件

In the event if the Company terminates this Agreement on the following circumstances, the Customer shall be liable to pay an amount equivalent to the rental for the remaining months of the rental period within fourteen (14) days from the date notice of termination issued by the Company.

如果公司在以上的情况下终止本协议, 客户需在公司发出终止通知的十四 (14) 天内支付相当于租赁期所剩余月份的租金以及所支付的保证金将被公司没收并作为赔偿金。

9. **[Appliance Loss Fee]** If the Appliance cannot be located, the Customer shall be liable to pay the Appliance loss as if outright purchased by the Customer. This shall also applicable to the situation whereby the Appliance is in a badly damaged condition and is beyond repair.

【产品损失费】如果无法找到产品, 客户有责任按照直接购买的方式支付产品的损失。这也应适用于设备处于严重损坏状态且无法维修的情况。

10. **[Monthly Rental Fee Payment]**

【每月租金支付】

- a. The Customer's first payment will be invoiced in the month following receiving of the Appliance by the Customer.
第一笔付款将在客户收到产品后的一个月内开发票。
- b. In the event Customer failed to make the prompt rental payment, Ringgit Malaysia Ten (RM10-00) only will be charged per month as Rental Collection Handling Fee until the date of actual payment.
如果客户未能及时支付租金, 客户需每月额外支付马币十零吉 (RM10-00) 以作为租金代收的手续费直到实际付款日期为止
- c. Any changes to the banking account that may affect the payment must be informed to the Company as soon as possible.
任何对于银行帐户所做的更改都必须尽快通知公司。

11. **[Right to Assign]** The Customer shall not assign or sublet the Appliance. The Company reserves the right to sell or assign either absolutely or by way of security any or all of the Company's rights under this Agreement to any third party, and the Customer agrees that the Customer shall do all things necessary to give effect to such sale or assignment.

【转让权】客户不得转让或转租产品。公司保留绝对权利以担保方式出售或转让本协议项下的任何或全部公司的权利给第三方, 并且客户同意客户应采取一切必要的措施以实现该销售或分配

12. **[Non-Payment of Rental]** In the event Customer has continuously failed to pay the rental fee, the Company has the right to terminate this Agreement, repossess the Appliance and/or to report to any Credit Reporting Agencies for non-payment of rental. The Company shall be entitled to take the necessary measures to recover the outstanding rental amount and shall have the option to contact the third party stated in this Agreement.
【未尝租金】 如果客户未能支付租金，公司将有权终止本协议并收回产品和/或通知任何信用机构。公司有权采取必要的措施以收回未偿租金，并拥有权力与本协议中所述的第三方联系。
13. **[Deposit]** The Customer shall pay a Deposit for internal processing and arrangement and the Deposit is refundable upon full and prompt rental payment for the period stated in this Agreement.
【订金】 客户需支付定金，该定金将在按本协议规定的期限内付足额及时付款后退还。
14. **[Ownership Transfer]** The ownership of the rented Appliance shall transfer to the Customer at no additional cost provided always that the Customer shall make full and prompt rental payment for the period stated in this Agreement. Upon the completion of the Rental Period, the Customer may enter into a new Agreement for another model of Appliance. In this case, the Customer shall pay the new rental fee accordingly.
【所有权转移】 在本协议规定的期限内及时支付足额后，所租用产品的所有权将免费转移给客户。租赁期结束后，客户可以以其他型号的产品订立新的协议。在这种情况下，客户需相应地支付新的租金。
15. **[Miscellaneous]**
【其余事项】
- a. All payments made by the Customer to the Company shall be by way of debiting of the Customer's credit card account or any other modes of payment approved by the Company from time to time. The Customer shall upon signing of this Agreement execute all the relevant payment authorization form as annexed herein.
客户向公司支付的所有款项均应通过客户的信用卡帐户支付或通过公司批准的其他付款方式支付。客户应在签署本协议的同时签署本协议所附的所有相关付款授权表格。
- b. The Company shall maintain the Appliance in accordance with its current maintenance policy. However, if the Appliance is used beyond its intended usage as determined by the Company, the Company reserves the right to charge the Customer for additional maintenance cost as the Company deems fit.
公司应根据其当前的维护政策维护产品。但是，如果超出本公司预设的用途来使用产品，本公司将保留权利向客户收取适当的额外维护费用。
- c. Any changes of the Customer personal details (address, telephone number, etc.) must be informed to the Company as soon as possible.
客户个人详细信息（地址，电话号码等）的任何更改都必须尽快通知公司。
- d. In case of dispute, the Company shall have the right to make the final decision.
如有任何争议，公司有权做出最终决定。