

Terms And Conditions

Welcome to the www.billion699.com website (the "Site"). These terms and conditions ("Terms and Conditions") apply to the site, Billion Fabulous Sdn Bhd (912425-K), and all of its divisions, subsidiaries, and affiliate operated internet sites which reference these Terms and Conditions. "Billion699" mean Billion Fabulous Sdn Bhd, a company incorporated in Malaysia under registration number 912425-K and having its registered address at No.6, Jalan Tapang Timur Sibu, Sarawak, Malaysia.

By accessing the Site, you confirm your understanding to the Terms and Conditions. If you do not agree to these Terms and Conditions of use, you shall not use this website. The site reserves the right to change, modify, add, or remove portions of these Terms and Conditions of use at any time. Changes will be effective when posted on the site with no other notice provided. Please check these Terms and Conditions of use regularly for updates. Your continued use of the site following the posting of changes of these Terms and Conditions of use constitutes your your acceptance of those changes.

USE OF THE SITE

We grant you a non-transferable and revocable license to use the site, under the Terms and Conditions described, for the purpose of shopping for personal items sold on the site. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Term and Conditions shall result in the immediate revocation of the license granted in this paragraph without notice to you.

Content provided on this site is solely for informational purposes. Product representations expressed on this site are those of the vendor and are not made by us. Submissions or opinions expressed on this site are those of the individual posting such content and may not reflect our opinions.

Certain services and related features that may be made available on the site may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the site is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The site shall not be responsible or liable, directly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

USER SUBMISSIONS

Anything that you submit to the site and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively "Submission") will become our sole and exclusive property and shall not be returned to you. In additions to the rights applicable to any Submission, when you post comments or reviews to the site, you also grant us the right to use the name that you submit, in connection with such review. Comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

ORDER ACCEPTANCE AND PRICING

Please take note that there are cases when an order cannot be processed for various reasons. The site reserves the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verification or information, including but not limited to phone number and address, before we accept the order.

We are determined to provide the most accurate pricing information on the site to our users however errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card or bank account charged.

TRADEMARKS AND COPYRIGHTS

All intellectual property rights, whether registered or unregistered, in the site, information content on the site and all the website design, including. But not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain our property. The entire contents of the site also protected by copyright as a collective work under Malaysia copyright laws and international conventions. All rights are reserved.

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions shall be interpreted and governed by the laws in force in Malaysia. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Government of Malaysia to waive any objections based upon venue.

ARBITRATION

Any controversy, claim or dispute arising out of or relating these Terms and Conditions will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Malaysia in English and governed by Malaysian law. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Malaysia and is independent of either party. Notwithstanding the foregoing, the site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

TERMINATION

In addition to any legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the site and we shall. In addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the site shall not be liable to you or to any other person as a result of any such suspension or termination. If you dissatisfied with the site or with any terms, conditions, rules, policies, guidelines, or practices of Rocket Internet Malaysia (950035-M), in operating the site, you sole and exclusive remedy is to discontinue using the site.

Terms of Use

1. Interpretation

1.1. In these Conditions:

“Member” means the person who accepts a quotation of Billion699 for supply of Goods or who otherwise enters into a contract for the supply of Goods with Billion699;

“Conditions” mean the general terms and conditions set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between the Member and Billion699;

“Contract” means contract for the purchase and sales of Goods, howsoever formed or concluded;

“Good” means the good (including any installment of the goods or any parts of them) which Billion699 is to supply in accordance with a Contract;

“Writing” includes electronic mail facsimile transmission and any comparable means of communication.

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for convenience only and shall not affect the interpretation of any parties.

2. Basis of the Contract

2.1. The supply of Goods by Billion699 to the Member under any Contract shall be subjected to these Conditions which shall govern Contract to the exclusion of any other terms and conditions contained or referred to any documentation submitted by the Member or in correspondence or elsewhere or implied by trade custom practice or course of dealing.

2.2. Any information made available in Billion699’s website connection with the supply of Goods, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, consumption of operating materials, operating costs, are not binding and for information purposes only. In entering into the Contract, the Member acknowledges that it does not rely on and waives any claim based on any such representations or information not so confirmed.

2.3. Any typographical clerical or other error or omission in any quotation, invoice or other document or information issued by Billion699 in its website shall be subject to correction without any liability on the part of Billion699.

3. Orders and Specifications

3.1. Order acceptance and completion of the contract between the Member and Billion699 will only be completed upon Billion699 issuing a confirmation of dispatch of the Goods to the Member. For the avoidance of doubt, Billion699 shall be entitled to refuse or cancel any order without giving any reasons for the same to the Member prior to issue of the confirmation of dispatch. Billion699 shall furthermore be entitled to require the Member to furnish Billion699 with contact and other verification information, including but not limited to address, contact numbers prior to issuing a confirmation of dispatch.

- 3.2. No concluded Contract may be modified or cancelled by the Member except with the agreement in writing of Billion699 and on terms that the Member shall indemnify Billion699 in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by Billion699 as a result of the modification or cancellation, as the case may be.

4. Price

The price of the Goods and/or Service shall be the price stated in Billion699's website at the time which the Member makes its offer purchase to Billion699. The price excludes the cost of packaging and delivery charges, any applicable goods and services tax, value added tax or similar tax which the Member shall be liable to pay to Billion699 in addition to the price.

5. Terms and Payment

- 5.1. The Member shall be entitled to make payment for the Goods pursuant to the various payment methods set out in Billion699's website. The terms and conditions applicable to each type of payment, as contained in Billion699's website, shall be applicable to the Contract.
- 5.2. In addition to any additional terms contained in Billion699's website, the following terms shall also apply to the following types of payment:
- i. Online Banking
 - ii. Cash

6. Delivery/Performance

- 6.1. Delivery of the Goods shall be made to the address specified by the Member in its order.
- 6.2. Billion699 has the right at any time to sub-contract all or any of its obligations for the sale/delivery of the Goods to any other party as it may from time to time decide without giving notice of the same to the Member.
- 6.3. Any dates quoted for delivery of the Goods are approximately only. The time for delivery/performance shall not be the essence, and Billion699 shall not be liable for any delay in delivery or performance howsoever caused.
- 6.4. If Billion699 has failed to deliver the Goods in accordance with the contract or within a reasonable time, the buyer shall be entitled, by serving written notice on Billion699, to demand performance within a specified time thereafter, which shall be at least 14 days. If Billion699 fails to perform its obligations within the specified time, the member has the right to terminate the contract related to the undelivered goods and demand compensation for the actual losses or expenses caused by Billion699's non-performance, which is foreseeable.
- 6.5. If the Member fails to take delivery of the Goods (otherwise than by reason of any cause beyond the Member's reasonable control or by reason of Billion's fault) then without prejudice to any right or remedy available to Billion699.

6.5.1. Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Member for the excess over the price under the Contract provided the price has been paid in cleared funds in full or charge the Member for any shortfall below the price under the Contract;
or

6.5.2. Terminate the Contract and claim damages.

7. Risk and property of the Goods

- 7.1. Risk of damage to or loss of the Goods shall pass to the Member at the time of delivery or if the Member wrongfully fails to take delivery of the Goods, the time when Billion699 had tendency delivery of the Goods.
- 7.2. Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Member until Billion699 has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Billion699 to the Member for which payment is then due.
- 7.3. Until such time as the property in the Goods passes to the Member, the Member shall hold the Goods as Billion699's fiduciary agent and bailee and shall keep the Goods separate from those to the Member.
- 7.4. The Member agrees with Billion699 that the Buyer shall immediately notify Billion699 of any matter from time-to-time affecting Billion699's title to the Goods and Member shall provide Billion699 with any information relating to the Goods as Billion699 may require from time to time.
- 7.5. Until such time as the property in the Goods passes to the Member (and provided the Goods are still in existence and have not been resold) Billion699 shall be entitled at any time to demand the Member to deliver up the Goods to Billion699 and in the event of non-compliance Billion699 reserves its right to take legal action against the Member for the delivery up the Goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the Member.
- 7.6. The Member shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Billion699 but if the Member does so all moneys owing by the Member to Billion699 shall (without prejudice to any other right or remedy of Billion699) forthwith become due and payable.
- 7.7. If the provisions in this Condition 7 are not effective according to the law of the country in which the Goods are located, the legal concept closest in nature to retention of title in that country shall be deemed to apply mutatis to give effect to the underlying intent expressed in this condition, and the Member shall take all steps necessary to give effect to the same.
- 7.8. The Member shall indemnify Billion699 against all loss damages costs expenses and legal fees incurred by the Member in connection with the assertion and enforcement of Billion699's rights under this condition.

8. Force Majeure

- 8.1. Billion699 shall not be liable to the Member or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Billion699's obligations if the delay or failure was due to any cause beyond Billion699's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Billion699's reasonable control;
- 8.1.1. Acts of God, explosion, flood, tempest, fire or accident;
 - 8.1.2. War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.1.3. Acts of restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 - 8.1.4. Import or export regulations or embargoes;
 - 8.1.5. Interruption of traffic, strikes, lock-outs, other industrial actions or trade disputes (whether involving employees of Billion699 or of a third party);
 - 8.1.6. Interruption of production or operation, difficulties in obtaining raw materials labour fuel parts or machinery;
 - 8.1.7. Power failure or breakdown in machinery;
- 8.2. Upon the happening of any one of the events Billion699 may at its option;
- 8.2.1. Fully or partially suspend delivery/performance while such event or circumstances continues;
 - 8.2.2. Terminate any Contract so affected with immediate effect by written notice to the Member and Billion699 shall not be liable for any loss or damage suffered by the Member as a result thereof.

9. Insolvency of Member

- 9.1. This condition applies if:
- 9.1.1. The Member make any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) become bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 9.1.2. An encumbrancer takes possession or a receiver is appointed o any of the property or assets of the Member; or
 - 9.1.3. the Member cease – or threatens to cease – to carry on business; or
 - 9.1.4. member reasonably apprehends that any of the events mentioned above is about to occur in relation to the Member and notifies the Member accordingly.

9.2. If this condition applies then without prejudice to any other right or remedy available to Member, Member shall be entitled to cancel the Contract or suspend any further delivery/performance under the Contract without any liability too the Member and if Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the country.

10. Notices

10.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed, if to Billion699, to its registered office or principal place of business and if to the Member, to the address stipulated in the relevant offer to purchase.

11. Liability

11.1. Billion699 shall accept liability to the Member for death or injury resulting from its own or that of its employees' negligence. Save as aforesaid, Billion699's liability under or in connection with the Contract shall be subject to the limitations set out in this Condition 12.

11.2. Billion699 shall be under no liability whatsoever where this arises from as reason beyond its reasonable control as provides in Condition 8 or from an act or default of the Member.

11.3. In no event shall Billion699 be liable for loss of profit or goodwill, loss of production or revenue or any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss were reasonably foreseeable or Billion699 had been advised of the possibility of the Member incurring the same.

11.4. Where time of performance has been agreed by Billion699 becomes the essence of the Contract by means of notice by the Member to Billion699, as provided for in Clause 6.4, Billion699 fails to comply with its obligations in due time, so that the Member becomes entitled to compensation in accordance with Condition 6.4, Billion699's liability shall be limited to an amount of ½% for each full week of delay, in total to a maximum cumulative amount of 5%, of the value of delayed Goods.

11.5. The remedies set out in Condition 8 are the Member's sole and exclusive remedies for non-conformity of or defects in the Goods or Services and Billion699's liability for the same shall be limited in the manner specified on Condition 8.

11.6. Without prejudice to the sub-limits of liability applicable elsewhere in these Conditions, Billion699's maximum and cumulative total liability (including any liability for acts and omissions of its employees agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the Contract, shall not exceed the total Contract price.

11.7. If a number of events give rise substantially to the same loss they shall be regarded as giving rise to only one claim under these Conditions.

- 11.8. No action shall be brought by Billion699 later than 12 months after the date it became aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become aware, and in any event, no later than 12 months after the end of the Warranty Period.

12. Termination

- 12.1. On or at any time after the occurrence of any of the events Billion699 may stop at Goods in transit, suspend further deliveries to the Member and exercise its rights terminate the Contract with the Member with immediate effect by written notice to the Member.
- 12.2. The events are;
- 12.2.1. The Member being in breach of an obligation under the Contract;
 - 12.2.2. the Member passing a resolution for its winding up or a court of competent jurisdiction making an order for the Member's winding up or dissolution;
 - 12.2.3. the making of an administration order in relation to the Member or the appointment of the receiver over or an encumbrancer taking possession of or selling any of the Member's assets;
- 12.3. the Member making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors.

13. General

- 13.1. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 13.2. No waiver by Billion699 of any breach of the Contract by the Member shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 13.4. No person who is not a party of this Contract (including any employee officer agent representative or sub-contractor of either party) shall have any right under the Contracts (Right of Third Parties) Act to enforce any terms of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties, which the agreement must refer to Condition 3.2.

- 13.5. The Contract shall be governed by the laws of Malaysia and the Member agrees to submit to the non-exclusive jurisdiction of the Courts in Malaysia.
- 13.6. Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration (KLR-CA). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the KLRCA. The place of arbitration shall be Kuala Lumpur. Any award by the arbitration tribunal shall be final and binding upon the parties.
- 13.7. Billion699 shall be entitled to commerce court legal proceedings for the purpose of protecting its intellectual property rights and confidential information by means of injunctive or other equitable relief.
- 13.8. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Contract for the sale of Goods.
- 13.9. Billion699 reserves their right to these terms and conditions of sale at any time.