

Application Form

TERMS AND CONDITIONS

1. HLS FEES

Simultaneously with the execution of this Agreement, the Subscriber shall pay a non-refundable sum (hereinafter referred to as “HLS Fees”) determined by HLS International Sdn Bhd (hereinafter referred to as “the Company”) in order to be able to purchase and participate in the HLS Business Plan. The validity of the HLS Fees is 1 (one) year from the registration date with the Company.

2. HLS BUSINESS PLAN

In consideration of the Subscriber paying the HLS Fees to the Company, the Company shall:-

- (a) Allow the Subscriber to take delivery of the product to an aggregate equivalent to the plan value or value as the Company, at its sole discretion, deem fit.
- (b) A contract of sale and purchase of the Products ordered shall be deemed to be completed on the date payment for the Products ordered has been paid in accordance with Clause 5 hereof, notwithstanding that the Subscriber may not have taken delivery same.

3. CONTRACT OF SALE

- (a) The contract of sale and purchase envisaged herein shall be an absolute contract of sales and purchase between the Company and the Subscriber. Notwithstanding anything herein, all the Products ordered by the Subscriber cannot be returned to the Company and/or are non-refundable.
- (b) There shall be no limit imposed on the Subscriber for purchase orders placed by the Subscriber with Company.

4. THE PRICE AND PROMOTIONS

- (a) The prices of the Products are subject to changes without prior notice.
- (b) The Company shall from time to time offer promotion and discounts in terms of prices and/or bonus Products to the Subscriber.

5. PAYMENT FOR THE PRODUCTS

The Subscriber shall immediately make all payments to the Company upon placing an order for the same. Partial or staggered payment for the ordered Products is not allowed.

6. DELIVERY OF THE PRODUCTS

- (a) Subject to Clauses 8 and 11 below, upon payment of the prices of the Products to the Company, the Subscriber will be issued with Product Vouchers and shall have the option to collect and take delivery of all the Products from the Company immediately or to request the Company to store and keep the Products for and on behalf of the Subscriber at the Company's premise or premises to be collected by the Subscriber in due course of **12 months**.
- (b) The Products are deemed to have been delivered to the Subscriber upon payment thereof (hereinafter referred to as the "Delivery Date") whether or not the Subscriber has taken physical possession of the Products.

7. DESCRIPTION

Notwithstanding any description of the Products given by the Company, no sale of the Products shall constitute or to be construed to be a sale by description.

8. STORAGE OF THE PRODUCTS

- (a) The Company shall be entitled to charge the Subscriber storage charges at such rate and on such terms as the Company may deem fit and reasonable and the Subscriber is liable to pay such storage charges for the Products purchased by the Subscriber which are not immediately collected by the Subscriber upon payment for the same.
- (b) In the event the Products reaches its expiry date or shelf life whilst in the premise or premises of the Company or if the said Products are not collected by the Subscriber before the expiry of the time period stipulated for each of the respective packages as mentioned in item 6(a) above, the Company is entitled to dispose the said Products in any way or by any means the Company deem fit and proper without being liable to the Subscriber in anyway whatsoever.

9. COMPANY'S NOTICES

- (a) Any notice, consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under this Agreement shall not be binding unless in writing.
- (b) Notice may be given personally or posted in the Company's website (<http://www.hlssuccess.com>) or send to the party to be notified by registered post, send to its address or number as set out above.
- (c) Notice given personally shall be deemed given at the time of delivery.
- (d) Notice posted on the Company's website shall be deemed given at the time the notice was posted on the Company's website.
- (e) Notice sent by registered post in the accordance with this clause shall be deemed given after the expiry of three (3) days following its posting.

10. TIME IS OF ESSENCE

Time wherever mentioned shall be of the essence of the contract of sale.

11. PASSING OF TITLE

The property and title to the Products is deemed to have been transferred to the Subscriber upon the Subscriber making payment for the same to the Company and the Products are at the Subscriber's risk whether or not delivery has been made.

12. DEFECTS

- (a) The Subscriber shall inspect and/or shall be deemed to have inspected all the Products at the Delivery Date.
- (b) Any defects of the Products shall be notified in writing to the Company within three (3) working days from the Delivery Date, failing which the Company is not liable to replace any of the Products found to be defective after the said three (3) working days period.
- (c) The Subscriber shall return the defective Products back to the Company at its own costs and expenses for a replacement of the same.

13. FORCE MAJEURE

The Company shall not be held responsible or liable in any way whatsoever for any losses or damages if the fulfillment of any terms or provisions hereof shall be delayed or prevented by revolutions or other disorders, wars, act of enemies, strike, fires, floods, acts of God, or without limiting the foregoing, by any other causes not within the control of the Company and which by the exercise of reasonable diligence, the Company is unable to prevent, whether of the class of causes herein before enumerated or not.

14. TERMINATION

- (a) This Agreement shall continue so long as it is not terminated.
- (b) The Subscriber shall be eligible for cooling-off right within ten (10) days from the payment date.
- (c) In the event the Subscriber terminating this Agreement, the Company shall have right to impose an administrative charge on the Subscriber which the Subscriber shall immediately pay to the Company and such administrative charges shall be determined by the Company at its sole discretion.

15. The Company reserves the right to make any changes to the above Terms & Conditions and HLS Business Plan at its sole discretion, deems fit without given any prior notice.

