

Terms & Conditions

1. FUNDAMENTAL

Go Tasty Sdn. Bhd. (Business Registration No. 1429649-H) is a frozen food seller in Malaysia, with registering address at 10-1, Jalan Manis, Taman Segar, 56100 Cheras, W.P. Kuala Lumpur.

This page forms the Terms and Conditions in accordance with which we supply Products (each a "Product") listed on our website www.gotasty.net (the "e-commerce website") to you (the "Terms and Conditions"), or any products we sell to you based on a sale agreement. Please take some time to read these Terms and Conditions before placing order. By ordering our Products, you agree to be bound by these Terms and Conditions. We make changes of the terms & conditions from time to time.

2. DEFINITIONS

In these Terms and Conditions:

1. **"Order"** means any mean of placing an order with GoTasty Sdn. Bhd. This can be done either by placing order through our e-commerce website, and by placing an order through call / whatsapp / any social chatting applications.
2. **"Customer"** means any individual / company or buyer who places their order to purchase Go Tasty products.
3. **"Business Day"** means any day on which banks in Malaysia operates for business;
4. **"Order Confirmation"** means when your payment is completed during each order
5. **"Contract"** means your products order in accordance with these Terms and Conditions
6. **"Delivery"** / **"Deliveries"** means sending of our goods to customers receiving address
7. Headings are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;
8. Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;

3. ELIGIBILITY

Any individual / company / organization with a valid phone number can place their order for our products.

4. TERMS OF SALE

4.1 Order

(a) To place an Order, you can:

- (i) Browse through our e-commerce site and choose the products you intend to purchase, and make payment. All information including Name, Phone Number, address, delivery address must be updated.
- (ii) Contact our customer support to place an order, make online payment & provide the proof.

4.2 Customer Account

- (a) Once you have placed a first order, an account will be created automatic at our site. (auto sign-up). You shall not misuse the Site by creating multiple user accounts.
- (b) It is not mandatory to log in to your account. If log in is done, you can change your account password any time & you are advisable to keep your details up to date.
- (c) Log in to your account to view your order & payment history, your rewards points, as well as to manage your delivery & personal information.

4.3 Offer & Sale of Products

- (a) The information set out in the Terms and Conditions and the details contained on the e-commerce website do not constitute an offer for sale but rather an invitation to treat. No Contract in respect of any Products shall exist between you and us until you place an order and payment is complete.
- (b) To submit an order:
 - (i) check out and make payment through e-wallet / bank transfer.
 - (ii) communicate with our customer support to place an order and make payment.
- (c) You can request a quotation from us when you place an order.
- (d) When you place an order, our delivery might be in 1 shipment or more.

4.4 Price and Payment

Whilst we make best efforts to ensure that all details, descriptions and prices which appear on the e-commerce website are accurate, there may be instances where errors may occur. If we discover an error in the price of any Products which you have ordered, we will notify you as soon as possible and give you the option of reconfirming

your Order at the correct price or cancelling the order. If we are unable to reach you upon 48 hours, we will treat the Order as cancelled. The cancellation Order been made by you before shipment occurred, you will receive a full refund.

(a) Where applicable, prices stated in e-commerce site and any of our menu / catalogue, are in Malaysian ringgit (RM). Delivery costs will be charged in addition where applicable; such additional charges are clearly displayed and included in total payment when you check out and select either delivery or self-pick up method.

(b) We are under no obligation to fulfil your Order if the price listed on the website is incorrect.

(c) For payment, you can:

- (i) transfer to our Maybank account & provide the proof of payment
- (ii) pay using e-wallet (by scanning our payment QR code), and provide proof of payment
- (iii) fpx for online transfer

4.5 Order Cancellation

Either party can cancel the order.

- (a) If you find a wrong order of any products or a whole order and have made payment and wish to amend or cancel the order, you are to contact and inform us not later than 24 hours after your order is confirmed.
- (b) If we cancel your Order and you have already made payment for your Order, the payment amounts will be fully refunded to you.
- (c) We will not be liable to you or any other third party by reason of our withdrawing any Product from this Site, whether it has been sold or not, removing or editing any materials or contents on the e-commerce website or for refusing to process or accept an Order.

5. DELIVERY

5.1 For all complete order (100% payment completed), you can expect to receive the products no later than seven (7) working days.

5.2 Prior to delivery date, we will notify you for the delivery date. We shall notify you if we expect to be unable to meet the agreed delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

5.3 We pack our products according to our standard packaging which when products reach you, it would be still in frozen condition for frozen products and consumable condition for non-perishable products.

5.4 Delivery date is confirmed prior delivery. Therefore, any delayed through your unreasonable refusal to accept delivery or if you do not answer call / sms / whatsapp or any medium we attempt to contact your, we may:

- (a) not refund the payment to you after seven (7) days from agreed delivery day.
- (b) with your confirmation, schedule a new agreed delivery date and charge for the delivery fee.

5.5 Upon delivery of the Product, you are required to check and confirm all products received are in good condition, not broken and not damaged and quantity is as per ordered. You shall contact +6018-2626 000 to inform, shall any damages or difference of receiving quantities during receiving of products.

5.5 Please note that it might not be possible for us to deliver to some locations in which event, we will inform you using the contact details that you provide to us when you make your Order and arrange for cancellation of the Order or delivery to an alternative delivery address. Should no delivery addresses you provide is reachable by us, we shall offer for full payment refund.

5.6 If you are not available to take delivery or collection, we may leave a card giving you instructions on either re-delivery or collection from the carrier.

6. RETURNS AND REFUNDS POLICY

6.1 There is no return for all sold products.

6.2 Faulty Products

(i) All Product descriptions, information and materials posted on the e-commerce website are provided 'as is' and without warranties express, implied or otherwise howsoever arising.

(ii) Product image as seen on the Site may slightly differ from the actual Product that you receive.

(iii) In the event that products we deliver to you are not as per your order, kindly contact +6018-2626000 to get a replacement for the product you ordered.

(iv) There is no refund for any products that has been delivered. For any faulty products / damaged products, we will replace with a new pack and will be delivered to you during your next order.

7. REWARDS & PROMOTION

- 7.1 GoTasty.net rewards programme is automatic for all customers who has placed at least 1 order.
7.2 Reward point is RM1 = 1 point. The reward points will be recorded in your account.
7.3 Reward points can be applied as discount when you make payment during your check out.
7.4 For any promotion, you are given a code to claim the promotion. You are to key in the code during check out process.

8. COMPLAINTS MANAGEMENT

8.1 Go Tasty Sdn. Bhd. shall perform its obligations under these Terms and Conditions with reasonable skills, and customer satisfaction is always our top priority.

8.2 For any of your complaints or feedback, we appreciate you to:

- (i) whatsapp to our customer support at 6018-2626 000
- (ii) email to our customer support at support@gotasty.net

To help us resolve the issue at the soonest possible, it is advisable that you describe the object of your complaint including where applicable, a photo of the product and the order number. Should you not have received any response from us within five (5) Business Days, please make further enquiries.

8.3 Please note that portion of food and its ingredients are not controlled by Go Tasty Sdn. Bhd. The products are supplied by respective vendors. Go Tasty Sdn. Bhd. Is only responsible for packing, storing, and sales & distribution.

9. FORCE MAJEURE

9.1 We shall not be held liable for any failure or delay in performing Services where such failure arises as a result of any act or omission, which is beyond our control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, fire, thunderstorm, lightning flood, earthquake, typhoon, strike, pandemic or other natural disaster, impossibility of the use of railways, motor transport or public or private transport, impossibility of the use of public or private telecommunications network, civil commotion; compliance with any law or governmental order, rule, regulation or direction, lockouts, lockdowns and acts of third parties (collectively referred to as "Event of Force Majeure")

9.2 In the circumstance that the Force Majeure event lasts for more than fourteen (14) days, either party may cancel the order with communication through whatsapp / email, which details has been described in clause 8.2.

9.3 We reserve absolute discretion on the solution we adopt in fully meeting our obligations under the Contract despite the Force Majeure Event.

10. DISCLAIMER OF LIABILITY

10.1 The content displayed on the e-commerce website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary and to the fullest extent permitted by law, Go Tasty Sdn. Bhd. and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of the e-commerce website and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

10.2 Nothing in these Terms and Conditions shall exclude or limit Go Tasty Sdn. Bhd. Liability for death or personal injury arising from its negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other Liability which cannot be excluded or limited under applicable law.

11. INDEMNITY

You agree to indemnify, defend, hold harmless Go Tasty Sdn. Bhd. , its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of the e-commerce website or your breach of the Terms and Conditions.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All content included in or made available through our Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, campaign titles and data compilations is the property of Go Tasty Sdn. Bhd. or its content suppliers and is protected by copyright laws and treaties around the world. All such rights are reserved by Go Tasty Sdn. Bhd. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

12.2 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

12.3 You must not use any part of the content on our site for commercial purposes without obtaining an agreement from us do. In the event Go Tasty Sdn. Bhd. becomes aware of any infringement of its intellectual property rights, it shall not refrain from taking any relevant legal action.

12.4 If you print, copy or download any part of our Site in breach of these Terms and Conditions, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by Go Tasty Sdn. Bhd.

13. SOCIAL SHARING

13.1 You may link to our home page, and social media platform, and provided you do so in a way that is legal and is not likely to damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

13.2 The e-commerce website must not be framed on any other Site, nor may you create a link to any part of the e-commerce website other than the home page. We reserve the right to withdraw linking permission without notice.

14. ENTIRE AGREEMENT

14.1 The Terms and Conditions together with the Privacy Policy, any quotation / sales order and payment instructions with regards to the order placed constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement.

14.2 In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.

15. WAIVER

No failure or delay by us or you in exercising any right under these Terms and Conditions or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms and Conditions or a Contract.

16. SEVERABILITY

If any clause in these Terms and Conditions or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.

17. GOVERNING LAW

These Terms and Conditions and a Contract (and all non-Contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Malaysian Law. Both we and you hereby submit to the non-exclusive jurisdiction of the Malaysian Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

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