

# Terms and Conditions

## 1. Document and Agreement Terms

### 1.1 Binding Agreement

This document, including all related documents such as quotations, invoices, contracts, and agreements, collectively forms a binding agreement between Hengman Solutions Sdn. Bhd. ("Hengman Solutions") and the client ("Customer").

### 1.2 Acceptance and Commencement

Any documents requiring a signature shall be treated as an **Agreement** between the **Customer** and **Hengman Solutions**, becoming effective upon receipt of payment. Hengman Solutions will issue an invoice, and the Customer must provide payment promptly for the **Service(s)** to commence. Acceptance of these **Documents** may be transmitted electronically, with digital or written signatures, by a duly authorized representative of both **Parties**. Neither **Party** shall dispute the enforceability of any signed **Agreement**, regardless of the transmission method.

### 1.3 Dispute Before Payment

If either **Party** is unable to reach an agreement, all related **Documents** shall be considered null and void. Any disagreements shall be voiced prior to signing of final **Document** (invoice) and before any payment is made. Any changes or disagreements after payment may be discussed further and drafted upon on a separate **Document**, subject to the discretion of **Hengman Solutions**.

### 1.4 Conflict of Terms

The **Agreement** is not finalized, nor shall it bind **Hengman Solutions**, if the **Customer's Documents** differ in any respect from the **terms** provided by Hengman Solutions. Any conflicting **terms** proposed by the **Customer** are null and void unless explicitly accepted in writing by **Hengman Solutions**.

## 1.5 Quotation Validity

For any quotations issued by **Hengman Solutions** will be effective for up to 10 (ten) working days. Upon passing this period, the prices stated on said quotation may be subject to change, at the discretion of **Hengman Solutions**.

## 1.6 Customer's Terms Excluded

The applicability of the purchase and other terms and conditions of the **Customer** are expressly refuted by **Hengman Solutions** and the terms and conditions of the **Customer** do not apply to the **Agreement** (not even additionally), unless such terms and conditions have been explicitly accepted by **Hengman Solutions** in writing, in which case a reference to such terms and conditions will be incorporated in the main body of all **Documents** by **Hengman Solutions**. Unless provided otherwise in the **Documents**, these **Terms** shall prevail should there be any conflict or inconsistency between the provisions of the terms and conditions of the **Customer** and these **Terms**.

## 1.7 Modification of Terms

These **Terms** may not be modified or eliminated, unless such modified or eliminated provisions have been explicitly accepted by **Hengman Solutions** in writing signed by a duly authorized representative of both parties, in which case specific provisions to that effect will be incorporated in the main body of applicable **Documents** by **Hengman Solutions**, referring to the provisions of these **Terms** to be modified or eliminated and shall then apply exclusively for this **Agreement** for which they have agreed and signed to.

# 2. Payment & Invoicing

## 2.1 Fees and Charges

The **Customer** agrees to pay **Hengman Solutions** all fees, expenses, and applicable taxes as specified in the Documents. Fees are calculated based on the agreed scope of **Service(s)** and may include one-time, recurring, or usage-based charges, depending on the nature of the **Service(s)**.

## 2.2 No Fixed Price Guarantee

Unless explicitly stated in the **Documents**, the prices quoted for the **Service(s)** are estimates and not guaranteed. **Hengman Solutions** reserves the right to adjust pricing based on project complexity, changes in scope, or unforeseen costs, provided that the **Customer** is notified in advance.

## 2.3 Payment Terms

The **Customer** agrees to pay all invoices within 5 (five) working days of receipt. **Hengman Solutions** is not responsible for any delays, errors, or disruptions in **Service(s)** caused by late payments.

- Invoices will be issued electronically, and payment is considered complete only when funds are cleared in Hengman Solutions' account.
- Hengman Solutions reserves the right to withhold or delay Service(s) until full payment is received.

## 2.4 Payment Methods

The **Parties** agree that payments may be affected by electronic transfer of funds or as otherwise agreed upon in the **Documents**. **Hengman Solutions'** banking details are set out clearly on its invoices. Electronic invoicing or PDF invoices are acceptable.

## 2.5 Foreign Exchange Costs

The **Customer** is solely responsible for any foreign exchange clearance, conversion fees, or other related costs incurred due to currency differences. **Hengman Solutions** shall not be held liable for any losses due to exchange rate fluctuations.

## 2.6 Disputed Invoices

Any dispute arises relating to any invoice, the **Customer** must notify **Hengman Solutions** of the disputed amount and the detailed reason for dispute in writing within 3 (three) working days of the date of the disputed invoice, failing which the **Customer** shall be deemed to have accepted the invoice as due and payable. In the event the **Customer** withholds payment of the disputed invoice, **Hengman Solutions** shall be entitled to

suspend all **Service(s)** until the dispute is solved. Notwithstanding any of the foregoing, the **Customer** shall be liable to pay and clear any undisputed parts of the invoice.

## 2.7 Late Payment Penalty

If any invoice is not paid on the due date, **Hengman Solutions** shall have the right to charge, and the **Customer** shall pay interest to the amount, calculated from the due date of the invoice to the receipt of the full amount paid at a rate of 2% (two per cent) per month.

## 2.8 Suspension and Termination for Non-Payment

In the event the **Customer** fails to pay any invoice when due, **Hengman Solutions** may, without having to obtain a court order and without having to pay any damages or penalties:

- Suspend the performances of its obligations under the **Agreements**; or
- Terminate the **Agreement** by issuing 5 (five) days written notice. Upon termination, all outstanding payments owed to **Hengman Solutions**, including any applicable interest and collection costs, shall become immediately due and payable.

# 3. Execution of the Agreement

## 3.1 Service Provision

**Hengman Solutions** agrees to provide the **Service(s)** and **Product(s)** as detailed in the **Agreement** and associated **Documents**.

- **Services** will be performed in a timely, professional, and skillful manner.
- **Hengman Solutions** reserves the right to determine the most appropriate methods, tools, and personnel for delivering the **Service(s)**.

## 3.2 Quality Assurance

**Hengman Solutions** will carry out the **Service(s)** with due professional skill, care, and diligence, adhering to industry standards and best practices.

- Any agreed service levels or performance metrics specified in the **Agreement** will be maintained.
- **Hengman Solutions** does not guarantee any specific outcomes unless explicitly stated in the **Agreement**.

### 3.3 Service Control

**Hengman Solutions** will ensure that all personnel assigned to perform the **Service(s)** are appropriately qualified, skilled, and experienced.

- **Hengman Solutions** reserves the right to assign, replace, or substitute personnel as necessary, if the service quality is not compromised.
- Subcontractors may be engaged to perform part of the **Service(s)**, subject to **Hengman Solutions** maintaining full responsibility for their performance.

### 3.4 Methods of Service Delivery

**Hengman Solutions** has full discretion over the methods, techniques, and procedures used to deliver the **Service(s)**, provided they comply with the terms of the Agreement.

- While **Hengman Solutions** will consider the Customer's preferences, final decisions on methods remain at **Hengman Solutions'** discretion.
- Any specific methodologies or tools requested by the **Customer** must be explicitly stated in the **Agreement**.

### 3.5 Project Timelines

**Hengman Solutions** will use reasonable efforts to complete the **Service(s)** and deliver the **Product(s)** by the agreed-upon milestones or deadlines specified in the **Agreement**.

- Unless explicitly stated as "fixed deadlines," all delivery dates are considered estimates.
- **Hengman Solutions** is not liable for delays caused by factors beyond its control, including Customer delays, third-party dependencies, or Force Majeure events (refer to Article 8).
- In case of a delay, **Hengman Solutions** will promptly notify the **Customer** with a revised timeline.

## 3.6 Staff Availability

**Hengman Solutions'** employees may be temporarily unavailable due to leave, training, or internal meetings.

- **Hengman Solutions** will make reasonable efforts to minimize any disruption to **Service(s)** during such periods.
- The **Customer** will be notified of any significant personnel changes that may affect the delivery of **Service(s)**.
- **Hengman Solutions** reserves the right to replace personnel with individuals of equivalent or superior qualifications without affecting service quality.

## 3.7 Warranty Limitation

All warranties, conditions and other terms implied by state or common law (including, but not limited to, any implied warranties of merchantability and fitness for the purpose) are, to the fullest extent permitted by applicable law excluded from the **Agreement**.

## 3.8 Warranty Scope Limitation

No performance, **Product(s)**, **Service(s)**, information or advice provided by **Hengman Solutions** or its employees or Subcontractors will create a warranty or otherwise increase the scope of any warranty provided in terms of the Agreement.

# 4. Confidentiality

## 4.1 Protection of Information

Where a **Party** (the Receiving Party) obtains **Confidential Information** of the other **Party** (the Disclosing Party) in connection to the **Agreement** it shall:

- Keep that **Confidential Information** confidential, by applying the same level of care that is used to care for its own Confidential Information and in no case shall the degree of care be less than a reasonable degree of care;
- Use that **Confidential Information** only for the purposes of performing obligations under the **Agreement**; and

- Not disclose **Confidential Information** to any third party without the Disclosing Party's prior written consent, except as required by law or as necessary for subcontractors to perform the **Service(s)**, in which case the Receiving Party shall ensure that such third parties are bound by similar confidentiality obligations.

## 4.2 Unauthorized Disclosure

If the Receiving Party becomes aware of any unauthorized access, use, or disclosure of **Confidential Information**, it shall:

- Immediately notify the Disclosing Party in writing.
- Take reasonable steps to mitigate any damage caused by the unauthorized disclosure.
- Cooperate with the Disclosing Party to resolve the situation and prevent further unauthorized use.

## 4.3 Usage Rights of Information

All **Confidential Information** is and shall remain the property of Disclosing Party; provided however that **Hengman Solutions** shall have irrevocable, perpetual, non-exclusive right to use and reproduce in any **Product(s)** or **Service(s)** on behalf of the **Customer**.

## 4.4 Return or Destruction of Information

Upon termination or expiration of the **Agreement**, or upon the Disclosing Party's written request, the Receiving Party shall:

- Cease all use of the **Confidential Information**.
- Promptly return or securely destroy all **Confidential Information**, including any copies, extracts, or derivative works, within 30 (thirty) days.
- Provide written confirmation of destruction upon request.

## 4.5 Archival Storage

**Hengman Solutions** may retain copies of **Confidential Confidential** of **Customers** in secure archival storage, solely for quality assurance, legal compliance, or dispute resolution purposes.

- The duration of archival retention will comply with the requirements of the law.
- **Confidential Information** retained in archives shall remain protected under the confidentiality obligations of this **Agreement**.

## 5. Intellectual Property Rights

### 5.1 Ownership

For the purpose of this Article, **Customer's IPR** means any and all **Intellectual Property Rights** of **Hengman Solutions** in any tools, methodologies, services, documents and techniques of any nature whatsoever, which have been created or acquired by **Hengman Solutions** before or otherwise than in the performance of the **Agreement** and which used by **Hengman Solutions** in connection with or to perform the **Service(s)** or otherwise necessary for the exploitation of the **Service(s)**, as well as all **Intellectual Property Rights** in and to all (new) documents, tools, methodologies, services and techniques of any nature whatsoever which are generated by or for **Hengman Solutions** in the performance of the **Agreement**. The **Customer** will execute such documents and/or take such steps as may be reasonably necessary to vest **Hengman Solutions' IPR** in **Hengman Solutions** or its nominee.

### 5.2 Customer's Intellectual Property

For this Article **Customer's IPR** means all **Intellectual Property Rights** of the **Customer** whether provided directly or indirectly by the **Customer** to **Hengman Solutions** for the purpose of this **Agreement**.

### 5.3 Retention of Intellectual Property

The Customer acknowledges that all Hengman Solutions' **Intellectual Property Rights (IPR)**, including any developments, modifications, enhancements, or derivative works created during the performance of the **Agreement**, are and will always remain the sole property of Hengman Solutions.

- The **Customer** shall not claim ownership or interest in any such **IPR**, even if it was developed based on Customer's input, requirements, or specifications.



- **Hengman Solutions** may reuse or repurpose any non-confidential methodologies, techniques, or general knowledge acquired during the provision of **Service(s)** for other clients or projects.

## 5.4 Limited License Grant

**Hengman Solutions** hereby grants the **Customer**, upon full and final payment of all amounts owed, a limited, non-exclusive, non-transferable, and revocable license to use Hengman Solutions' IPR solely for the intended purpose specified in the **Agreement**.

- The **Customer** shall not reproduce, distribute, modify, or sublicense any of **Hengman Solutions' IPR** without prior written consent.
- This license does not grant the **Customer** any ownership rights over the **IPR**, nor does it grant any right to reverse-engineer, decompile, or disassemble any software, tools, or techniques used by **Hengman Solutions**.

## 5.5 Warranty of Originality

**Hengman Solutions** warrants, exclusively to the **Customer**, that the **Product(s)** produced in relation to the **Service(s)** will be the original work of Hengman Solutions, its employees or subcontractors, unless a **Product(s)** indicates otherwise, and that the **Product(s)** to the best of **Hengman Solutions'** knowledge will not infringe or misappropriate the **Intellectual Property Rights** of any third **Party**.

## 5.6 Use of Trade Names and Trademarks

Neither **Party** will use or reference any trade names or trademarks of or used by the other **Party** or any of its Affiliates except as authorized by the other party

## 6. Defects

### 6.1 Definition of Defects

A "Defect" is defined as any failure of the **Service(s)** or **Product(s)** to substantially conform to the specifications, requirements, or performance standards set forth in the **Agreement**, as specified in Article 3.2.

- Defects do not include minor issues that do not materially affect the functionality or usability of the **Service(s)** or **Product(s)**.
- Design preferences or aesthetic differences requested by the **Customer** do not constitute Defects.

### 6.2 Reporting Defects

The **Customer** must inspect the **Service(s)** or **Product(s)** upon delivery and report any Defects in writing within 10 (ten) working days.

- Reports must clearly describe the nature of the Defect, including any supporting evidence (e.g., screenshots, error logs).
- **Hengman Solutions** will review the reported Defect and, if verified, take corrective action at no additional cost to the **Customer**.
- If the **Customer** fails to report any Defects within the specified period, the **Service(s)** or **Product(s)** will be deemed accepted as delivered.

## 7. Limitation of Liability

### 7.1 Liability Cap

To the maximum extent permitted by law, **Hengman Solutions'** total liability for any claims, losses, damages, or expenses arising out of or in connection with this **Agreement** shall be limited to the total amount paid by the **Customer** for the **Service(s)** in question.

## 7.2 Exclusion of Indirect and Consequential Damages

**Hengman Solutions** shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, business interruption, loss of data, or any other financial loss, even if advised of the possibility of such damages.

## 7.3 No Liability for Customer Actions

**Hengman Solutions** shall not be liable for any damages, losses, or costs arising from:

- Customer's misuse, unauthorized modification, or alteration of the **Service(s)** or **Product(s)**.
- Customer's failure to provide accurate or complete information.
- Customer's use of the **Service(s)** or **Product(s)** for illegal or unauthorized purposes.

## 7.4 No Liability for Third Parties

**Hengman Solutions** is not liable for any failures, delays, or damages caused by:

- Third-party service providers, including hosting providers, payment processors, or cloud services.
- Customer-provided third-party software, APIs, or plugins.
- Changes in third-party policies, terms, or technology that affect the **Service(s)**.

# 8. Force Majeure

## 8.1 Definition and Scope

Neither **Party** shall be liable for any failure or delay in the performance of its obligations under this **Agreement** due to Force Majeure events, which include but are not limited to:

- Natural disasters (earthquakes, floods, fires).
- Acts of war, terrorism, or armed conflict.
- Government actions, regulations, or lockdowns.
- Pandemics, epidemics, or public health emergencies.

- Labor disputes, strikes, or work stoppages.
- Internet outages, power failures, or technological disruptions.

## 8.2 Notification and Suspension

If a Force Majeure event occurs, the affected **Party** shall promptly notify the other **Party** in writing, explaining the nature of the event and the expected duration.

## 8.3 Resumption of Performance

The affected **Party** shall use reasonable efforts to resume performance of its obligations as soon as the Force Majeure event is resolved.

## 8.4 Termination for Extended Force Majeure

If a Force Majeure event continues for more than 30 days, either **Party** may terminate the **Agreement** by providing written notice to the other **Party** without any further liability.

# 9. Dispute Resolution and Governing Law

## 9.1 Amicable Resolution

The **Parties** shall endeavor to settle amicably any conflicts arising from or relating to the **Agreement**.

## 9.2 Legal Jurisdiction

In the case regarding such conflicts, no amicable settlement is reached, all disputes which may arise between **Hengman Solutions** and the **Customer** shall be settled by the competent court of the **Jurisdiction**.

## 9.3 Governing Law

The **Agreement** between the **Customer** and **Hengman Solutions** will be exclusively governed by and construed in accordance with the law in the **Jurisdiction**.