BIG EDGE DESIGNS (M) SDN. BHD.

CUSTOMER TERMS & POLICY

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Introduction

This Customer Terms & Policy outlines the principles, standards, and commitments of Big Edge Designs (M) Sdn. Bhd. in serving our valued customers. As a company dedicated to delivering high-quality printing, packaging, and corporate merchandise solutions, we are committed to maintaining professionalism, transparency, and customer satisfaction in every engagement.

This policy is effective from 09 March 2026 and applies to all customers, projects, transactions, and services provided by the Company.

For the purposes of these Terms and Conditions, "Company" means Big Edge Designs (M) Sdn. Bhd.; "Customer" means the person or entity engaging the Company to provide goods or services; "Order Confirmation" means the written authorisation to proceed in accordance with Clause 3.1; "Final Approval" means the Customer's written approval of the final proof or artwork; and "Variation Order" or "VO" means any change to the confirmed order accepted by the Company in accordance with Clause 5.

1. Purpose

This policy establishes the terms and conditions governing customer orders, including tender submissions, to ensure clarity, compliance, and mutual responsibility between Big Edge Designs (M) Sdn. Bhd. and its customers.

2. Scope

This policy applies to all customers of Big Edge Designs (M) Sdn. Bhd., including corporate, tender, and walk-in customers, for all printing, design, and related services.

It also applies, where relevant, to packaging, corporate merchandise, fabrication, signage, installation, outsourced production, artwork preparation, digital design and other ancillary services supplied by or arranged through the Company.

3. Policy Statements

3.1 Order Confirmation and Acceptance

- All orders, including tender submissions, must be confirmed in writing via email, signed quotation or issuance of purchase order (PO).
- An Order Confirmation may also be given by WhatsApp or another written electronic communication accepted by the Company, including a clear written reply such as "YES", "OK" or "PROCEED" from the Customer or its authorised representative.
- Where the Customer first instructs the Company verbally, whether by telephone, meeting or otherwise, the Company may issue a written recap by WhatsApp, email or another recorded channel. The order becomes formally authorised when the Customer confirms that recap in writing.
- A written instruction to commence design, artwork, procurement, material preparation, outsourcing, scheduling or production constitutes authority for the Company to begin the specified work. Costs incurred or committed thereafter are governed by Clauses 3.5 and 5.
- Big Edge Designs (M) Sdn. Bhd. reserves the right to reject orders that do not comply with internal requirements or are considered illegal under the laws of Malaysia.

Legal reference: Contracts Act 1950 (Act 136), sections 3-10; Electronic Commerce Act 2006 (Act 658), sections 6-9.

3.2 Advance Payment / Deposit

- A 50% deposit or full payment shall be required prior to commencement of production, particularly for customized or tender-based orders unless otherwise agreed between the Customer and Big Edge Designs (M) Sdn. Bhd.
- Work will commence only upon receipt of payment confirmation.
- Where the Company expressly agrees in writing to commence preliminary design, artwork or procurement before payment, the Customer remains liable for the work performed and commitments made pursuant to its Order Confirmation.

Legal reference: Contracts Act 1950 (Act 136), including Section 2 (interpretation), 10 (what agreements are contracts) and 38 (obligation of parties to contracts).

3.3 Pricing and Quotation Validity

- Quotations shall be valid for 30 days from the date of issue unless otherwise stated.
- Prices are subject to change due to fluctuations in material costs and/or market conditions.
- A price change shall not alter a confirmed order unless permitted by the accepted quotation, agreed in writing, or required by an approved Variation Order.

3.4 Proof Approval and Specification Accuracy

- Customers are responsible for reviewing and approving all proofs prior to production.
- Customers must ensure that all details, including sizes, quantities, and design specifications, are correct.
- Big Edge Designs (M) Sdn. Bhd. shall not be liable for errors caused by inaccurate information provided by the customer. Production errors resulting from customer-supplied specifications are the customer's responsibility solely.
- Before giving Final Approval, the Customer shall verify all visible content and production particulars, including spelling, names, titles, dates, prices, telephone numbers, addresses, website addresses, QR codes, barcodes, quantities, dimensions, orientation, finishing, materials, image selection and image resolution.
- Final Approval confirms that the Customer accepts the proof as suitable for the intended project. Where production materially conforms to the approved proof and specifications, a later change of preference or a Customer-supplied content error shall not, by itself, entitle the Customer to a free amendment, reprint or replacement.
- Screen displays, office printers and digital proofs are not exact colour standards. Reasonable variations may occur because of substrates, inks, production methods, lighting, finishing and device calibration. Any critical colour requirement must be agreed in writing and may require a physical proof or specified colour standard.
- If the Company identifies an obvious low-resolution, compressed, pixelated or incorrectly sized file, it will use reasonable efforts to alert the Customer. If the Customer instructs the Company in writing to proceed notwithstanding that warning, the Customer accepts the reasonably foreseeable output limitations arising from the source file.
- The foregoing does not exclude responsibility for a material production error introduced solely by the Company after Final Approval or for rights that cannot lawfully be excluded.

3.5 Order Cancellation & Amendment Policy

- Cancellation requests must be submitted in writing.
- Once the order has been confirmed to proceed, no further amendments or cancellations will be accepted. If cancellation is requested, the Customer shall be responsible for any costs already incurred by Big Edge Designs (M) Sdn. Bhd., including design, artwork, material purchased, preparation, processing, or other related costs.
- For clarity, the preceding sentence is proposed to operate as follows: a request to cancel or amend is not effective unless accepted by the Company in writing. The Company may accept or reject the request having regard to design progress, Final Approval, production status, materials, supplier commitments, scheduling and technical feasibility.
- If a cancellation is accepted, the Customer shall pay all reasonable costs incurred or irrevocably committed up to the effective cancellation date, including design and artwork charges, materials, supplier or subcontractor charges, preparation, processing, administration, transport and any non-cancellable commitment.
- After Final Approval or commencement of production, cancellation will ordinarily not be accepted. Any exceptional acceptance does not waive the Customer's liability for completed work and committed costs.
- Any amendment accepted after Order Confirmation shall be treated as a Variation Order under Clause 5. Unless and until the Company accepts a VO in writing, the last approved artwork and specifications remain operative.
- Deposits or partial payments shall be non-refundable if production has commenced.

Legal reference: Contracts Act 1950 (Act 136), section 63 (novation, rescission and alteration by agreement).

3.6 Storage and Collection

- Finished products must be collected within 14 days of completion or upon notification of completion by Big Edge Designs (M) Sdn. Bhd. (whichever is later).
- In the event items uncollected or left beyond 14 days, storage fees (depending on the size of the order or item) will be charged to the customer by Big Edge Designs (M) Sdn. Bhd.
- Any storage fee should be charged at the Company's prevailing rate notified to the Customer before the charge is imposed.
- Items uncollected after 30 days may be disposed of or resold by Big Edge Designs (M) Sdn. Bhd.
- Before disposal or resale, the Company should issue a final written collection notice and allow a reasonable final collection period, except where the goods are unsafe, perishable or unlawful to retain.
- In the event the buyer wrongfully refuses to accept and/or pay for the goods, Big Edge Designs (M) Sdn. Bhd. reserves its rights to initiate legal proceedings against the Customer which may include, but is not limited to claims for damages.
- While the Company may temporarily store uncollected items, Big Edge Designs (M) Sdn. Bhd. shall not be responsible for any loss or damage arising from natural disasters or unforeseen events beyond its reasonable control during storage, including fire, flood, storms, theft or other similar events.

Legal reference: Sale of Goods Act 1957 (Act 382), section 56 (damages for non-acceptance).

3.7 Payment Terms

- Full payment is required according to the agreed terms on the invoice and/or upon completion of works by Big Edge Designs (M) Sdn Bhd.
- Late payments may incur interest of 5% per month on outstanding amounts.
- Any late-payment interest shall apply only where stated in the accepted quotation, invoice or agreed credit terms, and remains subject to applicable Malaysian law and legal counsel's review of rate and enforceability.
- In the event of non-payment by the Customer, Big Edge Designs (M) Sdn. Bhd. reserves its rights to initiate legal proceedings against the Customer which may include, but is not limited to claims for the sums due and owing.

Legal reference: Contracts Act 1950 (Act 136), including section 75 where a sum is stipulated for breach.

3.8 Tender Compliance

- For tender orders, customers must provide accurate and complete tender documents.
- Any discrepancies or omissions are the customer’s responsibility and may affect pricing, production, or timelines.
- Any tender requirement not included in the Company's written quotation or acceptance shall not be deemed accepted merely because it appears in a Customer document supplied after quotation, unless the Company expressly accepts it in writing.

3.9 Quality and Defect Claims

- Customers must inspect products upon receipt.
- Defects or errors must be reported within 3 days from the date of delivery.
- A report should identify the order, affected quantity and alleged defect and, where reasonably possible, include photographs and preservation of representative samples for inspection.
- Claims outside this period shall not be entertained unless caused by proven negligence by Big Edge Designs (M) Sdn. Bhd.
- Nothing in this clause excludes a statutory right or remedy that cannot lawfully be excluded, restricted or modified.

3.10 Limitation of Liability

- Big Edge Designs (M) Sdn. Bhd. shall not be liable for any indirect losses, delays caused by customers, or changes requested after production has commenced.
- Liability for defective products is limited to replacement or reprinting only.

- The foregoing limitation applies only to the fullest extent permitted by law and does not exclude liability or a remedy that cannot lawfully be excluded, including any applicable mandatory consumer protection or product-liability right.
- Any replacement or reprint shall relate to the affected quantity and shall be subject to reasonable verification of the claimed defect. No limitation in this policy excuses fraud, wilful misconduct or any liability that Malaysian law prohibits the parties from excluding.

Legal reference: Consumer Protection Act 1999 (Act 599). Sections 68-72 govern product liability; section 69 addresses the extent of product-liability loss or damage, and section 71 prohibits exclusion of liability under Part X.

3.11 Customer File & Document Retention

- Big Edge Designs (M) Sdn. Bhd. will retain customer-related files, documents, artwork, and other project-related materials for a maximum period of one (1) year from the date of completion of the relevant order or project.
- After the one (1) year retention period, the Company reserves the right to delete or dispose of such files without further notice to the Customer.
- Customers are responsible for keeping their own copies and backups of all important files and documents. Copies may be provided by the Company within the retention period, subject to file availability and applicable charges.
- Big Edge Designs (M) Sdn. Bhd. shall not be responsible for the loss, damage, corruption, or unavailability of customer files caused by circumstances beyond the Company's reasonable control, including flood, fire, natural disasters, theft, power failure, system failure, cyber incidents, or other unforeseen events.
- Personal data and confidential material shall not be retained longer than reasonably required for the project, legal, accounting, warranty, dispute-management or security purposes, subject to the Company's applicable retention schedule and legal obligations.

4. Installation, Site Conditions & Safety Policy

- Customers must ensure site readiness, access, and approvals.
- Additional charges may apply if site conditions differ from agreed scope.
- Big Edge Designs (M) Sdn. Bhd. shall not be responsible for delays caused by site restrictions.
- The Customer shall disclose known site hazards, access limitations, operating restrictions, induction requirements and permit-to-work requirements before mobilisation, and shall ensure that any premises under its control are reasonably safe and accessible for the agreed work.
- Nothing in this policy transfers or excludes any statutory safety duty imposed on the Company, an employer, a self-employed person or an occupier. Work may be suspended where the Company reasonably considers conditions unsafe or materially different from the agreed scope.

Legal reference: Occupational Safety and Health Act 1994 (Act 514), sections 15 and 17, concern duties of employers/self-employed persons to employees and other affected persons. Customer site-readiness duties in this policy are contractual and do not replace statutory duties.

5. Variation Order & Additional Work Policy

- Any changes by the Customer after confirmation will be treated as a Variation Order (VO).
- In the event of a VO, additional charges may be imposed by Big Edge Designs (M) Sdn. Bhd. and the timeline for completion may also be extended.
- Work proceeds only after written approval.
- A Customer request is not an approved VO. A VO becomes effective only when the Company confirms in writing the accepted change, any price adjustment and any revised schedule, and the Customer gives the required written approval.
- If a requested amendment cannot reasonably be implemented, the Company may continue in accordance with the last approved artwork and specifications unless the parties agree otherwise in writing.

Legal reference: Contracts Act 1950 (Act 136), section 63 (novation, rescission and alteration of contract by agreement).

6. Advertising Content & Regulatory Compliance Policy

- Customers shall be fully responsible for ensuring advertising content posted by themselves complies with all applicable laws and local authority requirements.
- Big Edge Designs (M) Sdn. Bhd. is not responsible for approvals, permits, or regulatory breaches unless expressly agreed in writing.

- Where the Company is expressly engaged to assist with a permit or approval, the Customer remains responsible for timely provision of accurate information and for complying with conditions imposed by the competent authority, unless the written scope states otherwise.

Legal reference: Local Government Act 1976 (Act 171), section 107 (licences and permits), subject to applicable State, Federal Territory, local authority and advertising by-laws.

7. Use of Printing, Designs and Related Services by the Company

- The Customer irrevocably grants and consents to Big Edge Designs (M) Sdn. Bhd. the perpetual right to photograph, record, reproduce, publish, display, and otherwise use any works, deliverables, designs, or projects created for the Customer for the Company's portfolio, marketing, advertising, and promotional purposes on the Company's website, social media platforms, and other marketing materials, without further notice or approval from the Customer.
- The preceding permission shall not apply where the Customer has notified the Company in writing, before publication, that the project is confidential, embargoed, subject to a non-disclosure agreement, contains non-public personal data, concerns an unreleased product or campaign, or is otherwise not authorised for portfolio use. The Company shall also honour any stricter written confidentiality term accepted by it.
- To the extent that any Personal Data (as defined under the Personal Data Protection Act 2010 of Malaysia) is disclosed or contained in such materials, the Customer represents and warrants that it has consented for such disclosure and use by the Company.
- For clarity, a Customer's authority to supply personal data for project production does not automatically authorise public portfolio publication. Portfolio use involving identifiable persons must be supported by an applicable permission, lawful basis or written project approval.
- The Company shall process any Personal Data in accordance with the Personal Data Protection Act 2010 and shall not knowingly disclose the Customer's confidential information, unless such information is already in the public domain or disclosure is required by law.

Legal reference: Personal Data Protection Act 2010 (Act 709), as amended, sections 5-12; written privacy notice under section 7 should be maintained separately from these commercial terms.

8. Production Lead Time, Delivery & Customer-Caused Delay

- Unless otherwise agreed in writing, any stated production lead time begins only after the Company has received all items required to proceed, including the applicable deposit or payment, Final Approval for quotation or artwork confirmation, complete specifications and content, the relevant PO where required, site information and any Customer-controlled approval.
- An estimated completion or delivery date is not a guaranteed date unless the Company expressly states in writing that time is of the essence and identifies the agreed consequence of delay.
- A delay caused or contributed to by late approval, revised instructions, missing content, payment delay, site restriction, unavailable access, permit issue, Customer-appointed third party or other matter outside the Company's reasonable control shall extend the schedule by a reasonable period and may result in additional costs.

Legal reference: Contracts Act 1950 (Act 136), section 56 (effect of failure to perform at a fixed time), subject to the agreed contract and facts.

9. Customer-Supplied Content, AI-Assisted Materials & Third-Party Rights

- The Customer is responsible for the accuracy, legality and suitability of all artwork, images, photographs, names, titles, text, logos, trademarks, fonts, QR codes, barcodes, personal data, likenesses and other content supplied or directed by the Customer, whether created by the Customer, obtained from a third party or generated or modified using artificial intelligence or generative-AI tools.
- The Customer represents that it has the rights, licenses, permissions, consents and lawful basis reasonably required for the Company to receive, reproduce, adapt, print, manufacture, install and otherwise use Customer-supplied content for the project.
- Unless expressly engaged in writing to conduct a specified clearance, the Company is not retained as an intellectual-property clearance service and is not required to independently verify ownership, authenticity, legality, similarity to a person or brand, or third-party rights in Customer-supplied content. This clause does not protect the Company from its own knowing infringement or from unlawfully adding third-party content.
- If Customer-supplied content gives rise to a third-party allegation concerning copyright, trademark, passing off, likeness, privacy or personal data, the Customer shall cooperate promptly and remains responsible to the extent the allegation arises from content or instructions supplied by it. Any indemnity or defence obligation must be expressly approved by legal counsel before final adoption.

- The Company may use AI-assisted tools in its design process. Where the Company creates or introduces AI-generated or AI-assisted visual content, that content shall be presented for Final Approval. Customer approval confirms acceptance of its visible appearance and suitability for the project but does not automatically transfer to the Customer liability for an infringement knowingly or negligently introduced by the Company.
- Subjective dissatisfaction with an element clearly shown in an approved proof, including an AI-generated person, object, background or style, does not by itself establish a production defect where the delivered work materially matches the approved proof.

Legal reference: Copyright Act 1987 (Act 332), section 13 (exclusive rights) and section 36 (infringement); Trademarks Act 2019 (Act 815), section 54 (acts amounting to infringement of a registered trademark); Personal Data Protection Act 2010 (Act 709), as amended.

10. Personal Data, Confidentiality & NDA Projects

- Where the Customer supplies photographs, names, job titles, contact details or other personal data relating to employees, representatives, guests or other individuals, the Customer represents that it is authorised and has an appropriate consent or other lawful basis to instruct the Company to process that data for the project.
- The Company shall process personal data only for legitimate project, customer-service, accounting, legal, security and related business purposes; shall apply reasonable security and retention controls; and shall provide any required privacy notice separately.
- The Customer shall clearly identify confidential, embargoed or NDA-protected material in writing before disclosure or as soon as the restriction arises. The Company shall apply the written confidentiality obligations it has accepted, subject to lawful disclosure requirements.
- A confidential or NDA-protected project shall not be used in the Company's portfolio or marketing without written permission covering that use.

Legal reference: Personal Data Protection Act 2010 (Act 709), as amended, sections 5-12, including the General, Notice and Choice, Disclosure, Security, Retention, Data Integrity and Access Principles.

11. Complaints, Feedback & Public Communications

- A Customer with a complaint or dispute should first contact the Company through its official customer-service, sales, email or other designated written channel, provide reasonable particulars and allow the Company a reasonable opportunity to investigate and propose a resolution.
- The Company respects a Customer's right to provide honest feedback, make a lawful complaint, seek regulatory assistance or publish a genuinely held opinion based on disclosed facts. Nothing in this policy prohibits a lawful report to a regulator or law-enforcement authority.
- The Company reserves all rights available at law in relation to a statement that is knowingly false, materially misleading, maliciously fabricated or otherwise unlawful and that identifies or is reasonably understood to identify the Company, its personnel or business. Depending on the circumstances, the Company may request clarification, correction, removal, preservation of evidence or legal relief.
- Criticism, dissatisfaction or a negative review is not, merely because it is adverse, treated by this policy as defamation. Liability depends on the actual words, facts, context and applicable law.

Legal reference: Defamation Act 1957 (Act 286) and other applicable Malaysian law. No Communications and Multimedia Act section is cited because this clause is not intended to convert an ordinary customer dispute into a communications offence.

12. Governing Law, Severability & Order of Precedence

- These terms and each order are governed by the laws of Malaysia. Any dispute-resolution or jurisdiction clause in an accepted quotation, tender or separately signed agreement prevails for that transaction.
- If a provision is held invalid or unenforceable, it shall be read down to the minimum extent necessary, and the remaining provisions shall continue to operate to the extent permitted by law.
- In the event of inconsistency, a separately signed agreement or expressly accepted tender condition prevails over the quotation; the quotation and accepted VO prevail over these general terms; and these general terms prevail over a unilateral Customer term not expressly accepted by the Company.
- Nothing in these terms excludes or restricts a right, duty or remedy that cannot lawfully be excluded or restricted.

13. References

- Contracts Act 1950 (Act 136).
- Sale of Goods Act 1957 (Act 382 Sect 56) - Damages for Non-Acceptance

- Occupational Safety and Health Act 1994 (Act 514 Sect 15) - General Duties of Employers to Their Employees
- Local Government Act 1976 (Act 171 Sect 107) - Licenses
- Consumer Protection Act 1999 (Act 599), including sections 68-72.
- Electronic Commerce Act 2006 (Act 658), sections 6-9.
- Personal Data Protection Act 2010 (Act 709), including sections 5-12.
- Copyright Act 1987 (Act 332), sections 13 and 36.
- Trademarks Act 2019 (Act 815), section 54.
- Defamation Act 1957 (Act 286), where applicable to actionable defamatory statements or malicious falsehoods; no specific section is represented here as a blanket prohibition on criticism.

14. Review and Revision

- This policy will be reviewed annually or when significant changes occur in business operations, requirements, or ISO compliance standards.
- Each revision should carry a version date, approval status and record of management approval. Statutory references should be rechecked against the law in force at the adoption date.

- End of Big Edge Designs (M) Sdn. Bhd. Terms & Policy -

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