

THIS CUSTOMER AGREEMENT (“**AGREEMENT**”) IS MADE BETWEEN

- (1) **HOMA SDN. BHD. (Company Registration No.: 1221809-K)**, a company incorporated in Malaysia and having its principal place of business at 12A, Jalan Astana 1B, Bandar Bukit Raja, 41050, Klang, Selangor (“**HOMA**”); and
- (2) The **Customer**, whose particulars are set out in the Registration Form, duly submitted by the Customer to HOMA.

WHEREAS:-

- (A) HOMA is an online platform that provides a place and opportunity for the sale of products and/or services related to home renovation and design to the customer by way of e-commerce transactions via Platform (as defined below).
- (B) HOMA agrees to sell the Services (as defined below) to the Customer who offers to purchase Services on the Platform in accordance with the terms and conditions herein contained and in such manner and/or procedures as prescribed by HOMA.
- (C) HOMA may at any time or from time to time sub-contract, assign and/or appoint any Appointed Service Provider (as defined below) to provide the Services and/or part thereof at its absolute discretion.

Protection of Personal Data

The Customer hereby acknowledges and agrees to be bound by the privacy policy as published or modified by HOMA on the Platform from time to time. Both parties further agree that, in relation to the obtaining, using, disclosing and other processing of any personal data (as defined in the Personal Data Protection Act 2010 (“**PDPA**”) pursuant to this Agreement, they shall at all times comply with the requirements of the PDPA, and each party shall indemnify and keep indemnified the other from and against all actions, claims, demands, expenses, liabilities, damages and/or losses arising out of or in connection with the breach of their respective obligations under the PDPA, after the coming into force of the same.

This Customer Agreement is made up of the terms and conditions hereinafter contained, Quotation, Registration Form, Listing, Terms and Conditions of Supplement Order, Terms of Service, and any documents referred to in this Agreement.

1. DEFINITIONS

1. In this Customer Agreement, except to the extent that the context requires otherwise, the following expressions shall have the respective meanings set out as follows:

Agreement : means this Customer Agreement including any schedule, appendix, amendment, addition, deletion, variation, cancellation and/or substitution thereof as mutually agreed by both parties in writing;

Amendment : has the meaning ascribed to it under Clause 2.4;

Appointed Service Provider	:	means the contractor, subcontractor, consultant, material supplier, interior designer, architect or any other service provider appointed by HOMA to provide the Services to Customer. The Appointed Service Provider shall have the necessary qualifications, expertise, and experience to perform the Fit-Out Works in accordance with the agreed-upon specifications and standards. HOMA shall have the sole discretion to appoint the Appointed Service Provider. HOMA shall coordinate and work closely with the Appointed Service Provider to ensure that the Fit-Out Works are carried out efficiently and in a timely manner. HOMA shall be solely responsible for any costs or fees associated with the services of the Appointed Service Provider in relation to the Services;
Appropriate Authority	:	means any federal, state or local government, semi-government, quasi-government, statutory and/or privatised departments, local councils, or any other agencies, bodies or authorities, including but not limited to joint management body and management corporation of the Demised Premise;
Balance of Purchase Price	:	has the meaning ascribed to it under Clause 4.1(b);
Commencement of any Fit-Out Works	:	means the date upon which the last of the following conditions are satisfied: <ul style="list-style-type: none"> i) The Balance of Purchase Price has been promptly paid in full by Customer to HOMA and such payment is being verified by HOMA; and ii) The requisite approvals, permissions, license and/or consent for the commencement of Fit-Out Works have been duly obtained by the Customer from the appropriate authority(ies). <p>For avoidance of doubt, no Fit-Out Works shall commence until and unless all of the above conditions have been satisfied;</p>
Confirmation Order	:	has the meaning ascribed to it under Clause 2.1(e);
Customer	:	means the person whose details are set out in the Registration Form;
Customer Account	:	has the meaning ascribed to it under Clause 2.1(a);
Demised Premise	:	means the premises as described in the Registration Form and within which the Site is located;

- Fit-Out Works : means all works in relation to the partitioning, additions, installations, refurbishment, alterations and/or construction of or to the Site or any part(s) thereof and/or the mechanical and/or electrical services to and/or the pipes, wires, cables or other apparatus constructed affixed installed or laid in, under or through the Site to be carried out in accordance with the Package selected by the Customer as indicated in the Registration Form;
- Handover Date : means the date on which the Fit-Out Works is completed and the Site ready for handover to the Customer, as may be determined by HOMA at its sole and absolute discretion in accordance with the Package. In the event the Customer does not take possession of the Site within fourteen (14) Business Days of the scheduled Handover Date, the Handover Date shall be deemed to have occurred on the scheduled Handover Date. HOMA may notify the Customer in the event of any delay of the Handover Date at least fourteen (14) Business Days in advance of the scheduled Handover Date. Any scheduled Handover Date provided by HOMA shall only serve as a guide and it shall not be treated as a guarantee on the actual date that the Demised Premises is delivered to the Customer. To the extent permitted by law, HOMA shall not in any manner be held liable to the Customer for any actions, claims, demands, proceedings, judgements, suits, losses, liabilities, costs, damages, charges or expenses of every kind, nature and description arising out of the delay of the Handover Date, delay in completion of Fit-Out Works or late delivery of vacant possession of Demised Premise to the Customer;
- HOMA : means **HOMA SDN. BHD. (Company Registration No.: (1221809-K)** of 12A, Jalan Astana 1B, Bandar Bukit Raja, 41050, Klang, Selangor;
- Listing : means the various packages listed on the Platform, which sets out various packages which the Customer may consider and the details of the item or service to be provided under each package, including but not limited to the description, specifications, quantity, price and any other terms and conditions applicable to the item or service. The selected Package forms an integral part of this agreement and is deemed to be incorporated by reference;

Materials	:	means any items, components, supplies, or equipment required for the completion of the Fit-Out Works, including but not limited to building materials, such as lumber, drywall, insulation, roofing materials, windows, doors, and flooring materials; plumbing fixtures, including sinks, faucets, toilets, showers, and bathtubs; electrical fixtures, including light fixtures, switches, outlets, and wiring; HVAC equipment, including heating and cooling systems, ductwork, and ventilation systems; appliances, such as stoves, refrigerators, dishwashers, and washing machines; and any other materials necessary for the successful completion of the Fit-Out Works. It is understood and agreed that the list above is not exhaustive and that any other materials required for the Fit-Out Works shall be considered Materials for the purposes of
On-Site Discussion	:	has the meaning ascribed to it under Clause 2.2;
Package Price	:	means the listed price of the selected Package sold on the Platform at the time which the Customer completes and submits the Registration Form on the Platform;
Platform	:	means any website, mobile app, webstore which is owned, operated and administered by HOMA for the provision of products and services;
Purchase Price	:	has the meaning ascribed to it under Clause 3.1;
Refundable Deposit	:	has the meaning ascribed to it under Clause 2.1(d);
Registration Form	:	means the registration form duly filled up by the Customer on Platform for the purposes of selecting the Package and to provide HOMA with the necessary details for the Services;
RM	:	means Ringgit Malaysia, the lawful currency of Malaysia;
Services	:	means any service to be provided by HOMA to the Customer as set out in this Agreement which includes but not limited to the selected Package and Registration Form;
Site	:	means physical location within the Demised Premises where the Fit-Out Works will take place. The Site may also include any equipment or utilities that are necessary for the renovation work to be carried out, such as electrical, plumbing or HVAC systems;
Supplement Order	:	has the meaning ascribed to it under Clause 2.5;

- Package : means the package selected by the Customer from the Listing and indicated in the Registration Form; and
- Quotation : means a formal written statement or document issued by HOMA to Customer, detailing the Package Price, purchase price of the products, Services and any additional costs or charges incurred by HOMA as a result of the performance of its Services and obligations provided hereunder;
- Terms and Conditions of Supplement Order : means any terms and conditions prescribed, modified and/or imposed from time to time by HOMA in respect of any products provided and sold by HOMA on the Platform pursuant to a Supplement Order;
- Terms of Service : means the terms and conditions that sets forth the rules, specifications and requirements for the use of services provided by HOMA as established, modified and published by HOMA from time to time on the Platform;
- Warranty Period : means the period of validity of the warranties provided by HOMA on Platform from time to time, commencing from the Handover Date, during which HOMA and/or its Appointed Service Provider is responsible for the defect in respect of products, Services and/or Package sold and/or Fit-Out Works carried out in the Demised Premise.

2. SALE AND PURCHASE OF THE SERVICES

1. Contract for the Services

This Agreement shall be binding upon completion of all of the following:

- (a) Customer Account: As a pre-requisite to place an order for purchase of Services, the Customer shall register an account with HOMA ("**Customer Account**"). The Customer's registration for and continued use of the Customer Account shall be subject to Terms of Service;
- (b) Registration Form (for Services): Thereafter, the Customer shall fill up and submit the Registration Form indicating, among others, the selected Package and providing details of the Demised Premise;
- (c) Customer Agreement: The Customer shall indicate its acceptance to the terms and conditions of this Agreement;
- (d) Refundable Deposit: The Customer shall pay to HOMA a sum of **Ringgit Malaysia Two Hundred (RM200.00)** as a refundable deposit; and
- (e) Confirmation by HOMA: HOMA shall indicate its acceptance to Customer's offer to purchase via email, Platform or any other communication channel provided by Customer which shall include the details of the accepted offer such as the Package duly selected by Customer and its price ("**Confirmation Order**"). All offers by the Customer shall be subject to HOMA's acceptance in its sole and absolute discretion and no offer made by

the Customer shall be deemed to be accepted by HOMA until and unless a Confirmation Order has been issued. In the event no Confirmation Order is issued by HOMA within three (3) days of the submission of the Registration Form, acceptance of the Agreement and payment of the Refundable Deposit, HOMA shall be deemed to have rejected the Customer's offer to purchase and the Refundable Deposit shall be returned to the Customer.

2. On-Site Discussions: Upon receipt of Confirmation Order from HOMA, the Customer will expect a call from the Appointed Service Provider within two (2) Business Days from payment of refundable deposit and thereupon the Customer shall liaise with Appointed Service Provider and make himself available for an on-site discussion with HOMA and/ or its Appointed Service Provider within fourteen (14) Business Days from the submission of the Registration Form and payment of the Refundable Deposit ("**On-Site Discussion**"). During such On-Site Discussion, HOMA and the Customer shall mutually discuss and agree or confirm on the following matters:

- (a) Site condition; and
- (b) any other additional products and/or services to be supplied by HOMA to Customer.

The Customer acknowledges that this On-Site Discussion is crucial to ensure the successful completion of Services and the Customer agrees to participate in a timely and professional manner. Failure to engage in the On-Site Discussion may result in delays in the completion of the Services or additional costs for the Customer.

3. The Customer shall be responsible for ensuring the accuracy of the order placed by Customer and furnishing any necessary information to enable the HOMA to perform its obligations under this Agreement in accordance with the terms and conditions provided herein.

4. Amendment of the Confirmation Order

- (a) The Customer acknowledges and agrees that the Package provided by HOMA is a fixed package and any alteration, customization or modification to any design elements that are beyond the scope of Package selected by the Customer ("**Amendment**") are strictly prohibited unless the Customer agrees to pay additional costs (over and above the Package Price) following such Amendment.
- (b) Notwithstanding Clause 2.4(a) and (b) above, the Customer may at any time request for an Amendment prior to the Commencement of any Fit-Out Works. HOMA shall have the sole and absolute discretion in deciding whether to allow or refuse such requests. HOMA may in its sole discretion, refuse any such request without any liability or obligation to the Customer, and any such decision shall be final and binding on the Customer.
- (c) In the event that a request of Amendment is refused by HOMA and the Customer intends to cancel the Confirmation Order or terminate this Agreement, clause 2.6 shall apply accordingly.

5. Supplement Order

- (a) Notwithstanding of the above, the Customer shall be entitled to supplement the selected Package by placing any additional order(s) for the purchase of goods or services supplied by:
 - (i) HOMA via the Platform;
 - (ii) the Appointed Service Provider directly at any time before and/or after the Commencement of the Fit-Out Works. The price for such additional goods or

Services placed under this sub-clause (ii) shall be agreed between the Appointed Service Provider and the Customer and HOMA shall not be involved nor be deemed to be a party to such transaction

(“**Supplement Order**”).

- (b) Where the Customer elects to supplement the selected Package in accordance with Clause 2.5(a) above, the Customers irrevocably acknowledges and agrees that:
- (i) the Handover Date shall be automatically delayed to a later date and such date shall be determined by the additional working days stated in the Terms and Conditions of Supplement Order. The Customer shall be informed of the new Handover Date.
 - (ii) there shall be additional costs (over and above the Package Price) as indicated in the Terms and Conditions of Supplement Order. The Customer shall be informed of such additional cost and hereby agree to pay to HOMA such additional cost.
 - (iii) the purchase of such additional goods or services shall be governed by the terms and conditions stipulated in the Terms and Conditions of Supplement Order.

6. Cancellation, Termination and Non-Payment by the Customer

The Customer acknowledges and agrees that:

- (a) in the event the Customer opts to cancel or terminate the Confirmation Order prior to the full payment of Purchase Price, the Refundable Deposit shall be duly returned to the Customer within fourteen (14) Business Day from the date of making request for refund.
- (b) Once the payment of Purchase Price has been made in full to HOMA, no cancellation nor termination of Confirmation Order shall be entertained by HOMA and no refund shall be strictly issued and/or processed by HOMA. Notwithstanding this, the Customer may communicate with HOMA on any special requests and HOMA may, in good faith discuss with the Customer, as the case maybe, to fulfil any reasonable requests of Customer.
- (c) In the event that the Customer refuses, neglects or fails to make the full payment of Purchase Price to HOMA within fourteen (14) Business Days from the date of issuance of Quotation to the Customer, this Agreement shall be deemed to be terminated but without prejudice to any rights and remedies which may have incurred or suffered by HOMA arising out of such cancellation or such breach of any other term of this Agreement or default on the part of the Customer and including any other claim in respect of antecedent breach including but not limited to the recovery of the entire Purchase Price.
- (d) Notwithstanding of the above, the Customer shall indemnify and keep indemnified HOMA in full from and against any and all loss (including loss of profit), costs (including the cost of labour, materials used, transport and logistics), damages, charges and expenses incurred by HOMA as a result of the cancellation of Confirmation Order or termination of this Agreement, as the case may be.

3. **PURCHASE PRICE**

- 1. The purchase price of the Services shall be the purchase price listed in Quotation issued by HOMA to Customer after the On-Site Discussion and such purchase price is inclusive of the Package Price and additional charges as set out in Clause 3.2 below, if any (“**Purchase Price**”). The Purchase Price shall be payable in RM and shall be inclusive of any applicable

sales and services tax, value added tax and/or other taxes (by whatever name called) imposed from time to time which the Customer shall be liable to pay to HOMA.

2. The Customer acknowledges and agrees that additional charges shall be incurred:
 - (a) in the event of Amendment as set out in Clause 2.4(a) and (b) above;
 - (b) in the event of placing any Supplement Order as set out in Clause 2.5 above;
 - (c) for non-standard delivery as set out in Clause 5.1 below;
 - (d) in the event of any adjustment made due to site condition pursuant to the clause 6.1(c) below;
 - (e) in the event that the approved working hours is less than eight (8) hours per day; or
 - (f) for each bathroom or any part within the Demised Premise to cover the additional effort, time, and resources required for transportation of materials and equipment to the Site in the absence of a lift, in the event that the Demised Premise is a walk-up apartment and/or does not provide lift service,

and the abovementioned list for imposition of additional charges is not exhaustive. HOMA shall have sole and absolute discretion to add, alter or modify the abovementioned list and may impose any reasonable additional charges based on circumstances not explicitly outlined herein as HOMA deems fit and appropriate.

3. For avoidance of doubt, any statement as to amount of the Purchase Price shall, save for manifest errors, be conclusive and binding against the Customer for all purposes.

4. **PAYMENT TERMS AND MANNER**

1. In consideration of the Services, the Customer shall pay the Purchase Price as follows:
 - (a) Refundable Deposit: The Customer making payment of the Refundable Deposit;
 - (b) Balance of Purchase Price: The Customer shall make the full payment of Purchase Price less the Refundable Deposit ("**Balance of Purchase Price**") within fourteen (14) Business Days from the date of Quotation issued by HOMA to the Customer.
2. The payment of Refundable Deposit under this Agreement shall be made by way of bank wire transfer, credit card, or any other payment methods available on the Platform to HOMA2U.COM Guarantee Account designated by HOMA. The balance of the Purchase Price shall be paid to HOMA2U.COM Guarantee Account as specified in the respective Quotation issued by HOMA by way of bank wire transfer, cheque, credit card, or any other payment methods permitted by HOMA. The Customer acknowledges and agrees that HOMA2U.COM Guarantee is a service provided by HOMA or our authorised agent to protect purchases by the Customer. HOMA shall not use the Customer's funds for HOMA's operating expenses or any other corporate purposes.
3. The Customer shall provide HOMA with the proof of payment such as transfer receipt or payment transfer reference for verification purpose via email or any other communication channel as payment confirmation. The Customer acknowledges and agrees that the failure to provide proof of payment or absence of payment's verification may result in significant delay of the completion of the Fit-Out Works or, at HOMA's sole and absolute discretion may lead to the cancellation of the Confirmation Order by HOMA. HOMA shall not in any manner be held

liable for any losses or damages incurred by the Customer due to such delay or cancellation. The Customer shall ensure that the proof of payment provided to HOMA is clear and legible.

5. DELIVERY OF MATERIALS

1. The delivery fee for standard delivery (as described in the selected Package) shall be included in the Purchase Price. In the event the Customer requests on-demand or special delivery services including but not limited to extra manpower, special unloading vehicle or any other special services required by the Customer, then such services may be provided by HOMA at additional fee as determined by HOMA in its sole discretion.
2. Any estimated delivery date provided by HOMA shall only serve as a guide and it shall not be treated as a guarantee on the actual date when the Materials shall be delivered to the Customer.
3. While HOMA endeavours to deliver the Materials to the Customer within a reasonable period of time, the Customer acknowledges that there may be a delay in delivery of the Materials due to unforeseen circumstances. To the extent permitted by law, HOMA shall not in any manner be held liable to the Customer for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

6. SITE CONDITIONS AND RESPONSIBILITIES

1. Site Conditions:

- (a) This Agreement shall be based on the assumptions and the Customer's representation and warranty that the Site is in good condition and is suitable for the intended Fit-Out Works. In the event during the course of Fit-Out Works, HOMA or its Appointed Service Provider discovers any change in conditions of the Site that were not previously disclosed or that are different from the assumed conditions, HOMA reserves the right to renegotiate the terms of this Agreement.
- (b) HOMA and its Appointed Service Provider shall not be responsible for any site conditions that are not reasonably discoverable through a visual inspection of the site or through information provided by the Customer during the inspection forming part of the On-Site Discussion.
- (c) The Customer acknowledges that there may be latent or existing site conditions that are not visible or apparent, such as water pressure, water leaking behind walls, electrical or wiring issues, cracking of internal wall, alignment of door or door frame hidden pipes, wiring, or other infrastructure, or underlying structural issues during the inspection forming part of the On-Site Discussion. HOMA and its Appointed Service Provider shall have the right to inspect the site and make any necessary adjustments to the scope of work, schedule, or budget, in the event that unforeseen site conditions are discovered and affect the Fit-Out Works. The Customer shall be responsible for any additional costs incurred as a result of such adjustments.
- (d) In the event that the Customer becomes aware of any site conditions that were not previously disclosed to HOMA, the Customer shall promptly notify HOMA in writing. HOMA and its Appointed Service Provider shall not be liable for any damages or delays resulting from site conditions that were not reasonably discoverable or disclosed by the Customer.

2. Site Inspection:

- (a) The Customer shall, within fourteen (14) Business Days from the submission of the Registration Form and payment of the Refundable Deposit conduct joint inspection of the Site and On-Site Discussion with HOMA or the Appointed Service Provider.
- (b) The Customer acknowledges and agrees that in the event the Customers fails to conduct On-Site Discussion and joint inspection of the Site with HOMA within fourteen (14) days from the submission of the Registration Form and payment of the Refundable Deposit despite a Confirmation Order being issued, HOMA shall be entitled to cancel the Confirmation Order and refund the Refundable Deposit and the Customer shall have no claim whatsoever against HOMA in relation to such cancellation and/or termination of this Agreement.
- (c) Upon completion of joint inspection and On-Site Discussion, the Customer shall reconfirm the order by signing the acknowledgment and acceptance section on the Quotation issued by HOMA and thereafter make the payment Balance of Purchase Price in full within fourteen (14) Business Days from the date of Quotation failing which HOMA shall be entitled to cancel the Confirmation Order and refund to Customer the Refundable Deposit without prejudice to any rights, powers and remedies which HOMA may have against the Customer under this Agreement.
- (d) Prior to the commencement of the Fit-Out Works, the Customer acknowledges that it has inspected the Site and made itself aware of any defects or conditions that may affect the Fit-Out Works and shall inform HOMA of the same in the event of any situation arises during the period of Fit-Out Works which may affect the cost, quality, progress of the Fit-Out Works.

3. Site Access

- (a) The Customer shall ensure that the loading bay and disposal bay is located within a radius of 1 kilometre from the Demised Premise, failing which HOMA shall be entitled to charge a reasonable additional cost incurred for the additional effort, time, and resources required for transportation of materials and equipment to and from the Site.
- (b) The Customer shall provide HOMA and its Appointed Service Provider with reasonable access to the Site at all reasonable times necessary for HOMA and its Appointed Service Provider to carry out the Fit-Out Works and perform any necessary obligations as set out in this Agreement.
- (c) The Customer shall handover the keys to HOMA's Appointed Service Provider upon full payment of Purchase Price being verified by HOMA and HOMA's Appointed Service Provider shall be responsible for the keys until such keys are returned to the Customer upon completion of the Fit-Out Works.
- (d) During the period of Fit-Out Works, HOMA's Appointed Service Provider shall take reasonable efforts to ensure that Demised Premised is secured. Notwithstanding this, HOMA shall not be held liable for any damages to the Demised Premises during such period.
- (e) The Customer agrees to remove of all its personal properties, belongings and possessions from the Demise Premise prior to the handover of the keys to HOMA's Appointed Service Provider. It shall be the sole responsibility of the Customer to ensure that the Demised Premise are left in a clean and empty condition prior to the handover of the keys. HOMA's Appointed Service Provider shall have no responsibility for any loss or damage to the Customer's personal properties, belongings or possessions that are left in the Demised Premise after the handover of the keys, and the Customer shall

indemnify and hold HOMA's Appointed Service Provider harmless from any such loss or damage. HOMA and its Appointed Service Provider reserves the right to charge the Customer for any additional costs incurred as a result of the Customer's failure to remove their personal properties, belongings and possessions from the Demised Premise.

- (f) The Customer shall cooperate with HOMA's Appointed Service Provider to provide access to any necessary facilities, utilities, or services.
- (g) If the Customer denies the access to the Site without cause, HOMA shall have the right to terminate this Agreement, all payments by the Customer made up to the date of termination shall be forfeited and the Customer shall be liable for any damages resulting from such termination.

4. Site Risk

- (a) The Customer acknowledges that the Fit-Out Works may involve risks and hazards associated with construction work, including but not limited to, dust, noise, and vibration. The Customer agrees to take all necessary precautions to protect the Site, surrounding property and the common area of the Demised Premise (as required by Appropriate Authority)(including but not limited to the flooring from loading/disposal bay to the Site) from damage during the period of Fit-Out Works.
- (b) The Customer acknowledges that the Fit-Out Works involve work on an existing building, and that there may be inherent risks and unknown conditions associated with the site. HOMA and its Appointed Service Provider shall take reasonable steps to identify and address any known risks, but the Customer understands and agrees that HOMA and its Appointed Service Provider cannot be held responsible for unforeseen site conditions that may arise during the course of the Fit-Out Works.
- (c) The Customer acknowledges that the Fit-Out Works may involve loud and disruptive noises, including but not limited to drilling, hammering, hacking and any other similar activities. The Customer shall be responsible for coordinating with Appropriate Authority to establish the approved working hours for Fit-Out Works and thereafter communicating with HOMA and/or its Appointed Service Provider such approved working hours. In the event of non-compliance with the approved working hours, HOMA and/or its Appointed Service Provider shall not in any manner be held liable for any and all penalties or enforcement measures, as the case may be, as determined or imposed by the Appropriate Authority as a consequence of any instructions, acts, omissions or negligence of the Customer.
- (d) The Customer assumes all risks associated with the site, including but not limited to: hazardous materials, soil instability, structural issues, and the presence of underground utilities or other hidden obstructions. HOMA and its Appointed Service Provider shall not be liable for any damage to the Site or adjacent property resulting from unforeseen conditions of the Site, Customer's failure to take necessary precautions for protection of the Site as set out in Clause 6.4(a) above or the Customer's failure to disclose relevant information about the Site. The Customer shall indemnify and hold harmless the HOMA and its Appointed Service Provider from any and all actions, claims, demands, penalties, losses, damages, costs, expenses, liabilities, judgements, suits, proceedings of every kind, nature, description whatsoever arising from therefrom or any site conditions beyond the reasonable control of HOMA and its Appointed Service Provider.

5. Site Indemnification

- (a) The Customer agrees to indemnify and hold HOMA harmless from any and all actions, claims, demands, penalties, losses, damages, costs, expenses, liabilities, judgements, suits, proceedings of every kind, nature or description whatsoever arising from or related to the Site conditions, except to the extent caused by the negligence or misconduct of HOMA or its agent.

7. INSURANCE

1. The Customer shall at its own cost and expense, during the period of Fit-Out Works and during the currency of this Agreement, take up a policy of insurance for public liability, loss and damages by fire and against all such other risk in respect of the Demised Premise as the Customer may think fit. For avoidance of doubt, HOMA is not obliged to take any insurance over the Fit-Out Works, Site and/ or Demised Premise.

8. APPROVALS

1. The Customer shall, at its own costs and expenses, be solely responsible for obtaining all the necessary and requisite approvals, permissions, license and/or consent from the Appropriate Authority, as the case may be, prior to any scheduled Fit-Out Works to be carried out in the Demised Premise.
2. The Customer acknowledges and agrees that HOMA and its Appointed Service Provider reserves the right not to commence any Fit-Out Works in respect of the Demised Premise until and unless the Customer has duly obtained the necessary approval and requisite approvals, permissions, license and/or consent from the Appropriate Authority and provided forthwith HOMA and/or its Appointed Service Provider with the evidence of such approvals, permits, and licenses before commencing any Fit-Out Works at the Site. Notwithstanding this, HOMA shall be under no obligation whatsoever to ensure that the Customer has actually obtained such approval and requisite approvals, permissions, license and/or consent as required under Clause 8 and failure by HOMA to so ensure shall not amount to or be deemed as a waiver of Clause 8. HOMA reserves the right to verify such approvals, permissions, license and/ or consent before commencing the renovation work to ensure that all necessary approvals, permits, licenses and/or consent have been duly obtained.
3. In the event that the Customer fails, refuses and/or neglects to obtain such approvals, permissions, license and/or consent in a timely manner and/or in accordance with the work schedule and such failure has resulted in delay of scheduled Handover Date, then the time for completion of Fit-Out Works shall be extended and the Customer shall be liable to pay to HOMA for any and all losses, damages, costs and/or expenses arising out from and/or in connection with such delay.
4. Failure to obtain such approvals, permissions, license and/or consent shall be deemed as a breach of this Agreement and HOMA shall not in any manner be held liable to the Customer for any and all costs, losses, damages, claims or any consequences arising out from and/or in connection with such failure, including but not limited to any delay in the completion of Fit-Out Works or cancellation of the Confirmation Order.
5. In the event that the Customer represents to HOMA that the necessary approvals, permits, and/or licenses have been duly obtained, and HOMA relies on such representation to carry out the Fit-Out Works, the Customer shall indemnify and hold the HOMA harmless from any damages, losses, costs, or claims arising from any breach of this clause or any misrepresentation made by the Customer.

9. WARRANTIES

1. Save as expressly provided in this Agreement and in the selected Package, all other warranties, guarantees, conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.
2. HOMA shall not be held liable in respect of any defect arising from unsuitable or improper use, defective installation or commissioning by the Customer or any third parties, fair wear and tear, wilful damage, negligence, abnormal working conditions, defective or negligent handling, improper maintenance, excessive load, unsuitable operating materials and replacement materials, poor workmanship, unsuitable foundation, chemical, electro-technical/ electronic or electric influences, failure to follow the instructions given by HOMA and its Appointed Service Provider (whether oral or in writing), misuse, alteration or repair of the Services carried out by the Customer.
3. HOMA shall not be liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out on the Services or any component thereof by the Customer and the Customer shall indemnify HOMA against each loss liability and cost arising out of such claims.
4. HOMA warrants that at time of Handover Date, any products, Services and/or Package sold and/or Fit-Out Works carried under this Agreement shall be free from any material defects in material and workmanship throughout the Warranty Period. In the event any defect, shrinkage, or other faults in respect of products, Services and/or Package sold and/or Fit-Out Works carried out in the Demised Premise which shall become apparent within the Warranty Period and which are due to defective materials or workmanship of HOMA's Appointed Service Provider shall be repaired, replaced and made good by HOMA's Appointed Service Provider at its own cost and expense within 30 days of its having received notice thereof from the Customer.
5. Subject to Clause 9.3 above, HOMA shall use its best effort to ensure that such warranty will be honoured in accordance with the warranty's term and conditions (if any). For the avoidance of doubt, all warranty claims submitted by the Customer to HOMA will be subjected to HOMA's investigation and the warranty will only be applicable in the event of an approved claim.
6. HOMA's Appointed Service Provider shall be given reasonable access to the premises to carry out any necessary repairs during the Warranty Period. The Customer shall notify HOMA of any defects during the warranty period, failing which HOMA's Appointed Service Provider shall be discharged from all liability under this warranty.
7. For the avoidance of doubt, the warranties set out in Clauses 9.4, 9.5 and 9.6 above shall not arise until the total Purchase Price for the Services has been fully paid by the Customer to HOMA.

10. DISCLAIMER

1. The Customer acknowledges and agrees the following:
 - (a) any images and representations of products, services and/or Package displayed on the Platform or promotional materials are for illustrative purposes only;
 - (b) While efforts are made to accurately depict the products, services and/or Package, there may be variations in colour, size, texture, or other features between the images presented online and the actual products received or Fit-Out Works completed;

- (c) HOMA makes no warranties or representations in regards to the accuracy of images displayed on the Platform;
 - (d) any such variation mentioned in this Clause does not constitute a defect and shall not be a ground for return, refund and/or cancellation; and
 - (e) any discrepancies between images displayed by HOMA on Platform and actual product received or Fit-Out Works completed shall not entitle the Customer to initiate any request for return, refund and/or cancellation based on such variation solely.
2. The Customer shall not in any manner hold HOMA liable for any claims, actions, demands, suits, proceedings, judgements, liabilities, losses, damages, costs and/or expenses of every kind, nature, description whatsoever, arising out from or in connection with the discrepancies between images displayed by HOMA on the Platform and actual product received or Fit-Out Works completed.

11. INDEMNITY

1. The Customer shall indemnify and hold HOMA, its affiliated and related entities and any of its respective officers, employees, directors, representatives and servants harmless from and against all claims, actions, judgements, suits, proceedings, losses, damages, liabilities, penalties, costs or expenses (including but not limited to legal fees and costs) of any kind or nature whatsoever which may be made or taken or suffered by HOMA in connection with or in any manner arising from the breach of any obligation, representation, warranty, or any term of this Agreement by the Customer or any wrongful act attributable to the Customer's agent, officer, representative and/or employee including but not limited to infringement of intellectual property right, breach of data protection laws any injuries to persons or damage to property, and any violations of applicable laws or regulations.

12. EXCLUSION AND LIMITATION OF LIABILITY

1. To the maximum extent permitted by applicable law, in no event shall HOMA be liable whether in contract, warranty, tort (including but without limitation to, negligence (whether active, passive or imputed), product liability, strict liability or other theory), or other cause of action at law, in equity, by statute or otherwise, for:
- (a) any delay in the commencement or completion of the Fit-Out Works due to unforeseen circumstances such as inclement weather, force majeure, or any other event beyond the control of HOMA;
 - (b) any defects, damages or injuries caused by the Customer's or any third party's negligence, misuse or alteration of the renovated Demised Premise after the completion of the Fit-Out Works;
 - (c) any defects, damages or injuries caused by any hidden or latent conditions that could not be reasonably discovered by HOMA during the course of Fit-Out Works;
 - (d) loss of use; loss of profits; loss of revenues; loss of data; loss of good will; or failure to realise anticipated savings, in each case whether direct or indirect suffered by Customer as a result of the Fit-Out Works; and
 - (e) any indirect, incidental, special or consequential damages, arising out of or in connection with the Fit-Out Works, including, without limitation, any damages resulting therefrom, even if HOMA been advised of the possibility of such damages.
2. Notwithstanding any other provision of this Agreement, to the maximum extent permitted by applicable law, the entire liability of HOMA for all claims made in respect of or in connection

with this Agreement, howsoever arising, shall in no circumstances exceed the amount equivalent to the sum paid by the Customer to HOMA under this Agreement.

13. FORCE MAJEURE

1. Neither Party shall be held liable for any delay or failure to perform any obligation, other than payment obligation, under this Agreement as a result of any supervening events or circumstances beyond the reasonable control of either Party, which shall include the following circumstances:
 - (a) war, hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, riots, disorder, civil war or commotion, terrorism;
 - (b) ionizing, radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
 - (c) natural catastrophe including and limited to Acts of God, fire, storm, earthquakes, floods, subsidence, lightning, and exceptionally inclement weather; or
 - (d) restriction or control imposed by act of the management body or corporation of the Site (or such other body having authority over the Site), parliament, rule, ordinance, proclamation, or order issued by any appropriate authority (affecting the performance of this Agreement) which are not the fault of either Party or its contractors, which causes, or can reasonably be expected to cause, either party to fail to comply with its obligation herein.
2. The Customer further acknowledges and agrees that notwithstanding of HOMA's best efforts and endeavours to carry out the Services in a timely and efficient manner, there may be unforeseen circumstances, including but not limited to, shortage of materials, equipment breakdowns, or any force majeure event that may require HOMA to refuse to carry out the Fit-Out Works. In such an event, the Customer agrees that HOMA shall not be held liable or in any way be held liable to the Customer for any losses, damages, costs, or expenses that the Customer may incur as a result of such refusal.
3. Each Party shall immediately notify the other in writing of the occurrence of any event of force majeure affecting the performance of its obligations under this Agreement and its consequences, and such obligations of the Party shall be suspended for as long as the inability continues.
4. The Party who is prevented by an event of force majeure from performing its obligations shall not be deemed to be in breach of its obligations under this Agreement but shall do everything within its power to mitigate the effects of any event of force majeure and resume full performance with all reasonable dispatch. If one or more event of force majeure prevents a Party from performing its obligations herein for a period which exceeds three (3) consecutive months], the Parties shall consult together as to the best means of overcoming the effect of such event or events.

14. MUTUAL TRUST AND GOOD FAITH

1. The provisions of this Agreement are subject to the principles of good faith and all understanding and obligations are exercised to conform with such principles and the mutual interest of the Parties.
2. In entering into this Agreement, the Parties recognise that it is impractical to make provisions for every contingency that may arise and that the Parties hereby declare that it is the mutual intention of the Parties for this Agreement to operate with fairness and without detriment to the interest of either party.
3. Matters not herein provided shall be decided through communication between the Parties.
4. During the term of this Agreement, in the event of any occurrence which hinders or restricts the implementation of this Agreement, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove the causes of such hindrance or restriction.

15. NOTICES

1. All and any notices, demands, requests or other communications to be given or made under this Agreement shall be in writing and in English language, and shall be sufficiently given or made to the other Party by serving such notice at or sending such notice by hand, registered post, facsimile or electronic mail to the contact details as notified by one Party to the other from time to time or via the communication channel available in the Customer Account.
2. Notice shall be deemed given:
 - (a) in the case of hand delivery, upon the receipt of written acknowledgment signed by the recipient;
 - (b) in the case of posting, five (5) working days after posting; and/or
 - (c) in case of facsimile, electronic mail (via the email address specified during the registration of the Customer Account) or the communication channel available in the Customer Account, on the day of transmission provided that the sender has not received a failed or undeliverable message from host provider of the recipient within the day of transmission.

16. MISCELLANEOUS

- 16.3. **Consent:** HOMA may take any photographs or video recordings of the Site for marketing or promotional purposes, provided that such photographs or video recordings do not identify the Customer's personal details. HOMA shall have the right to use such photographs or video recordings in any marketing or promotional materials without any further consent from Customer.
- 16.4. **Conflict:** The terms and conditions of this Agreement are incorporated into and shall be read in conjunction with the Quotation, Registration Form, Listing, Terms and Conditions of Supplement Order and Terms of Service, which forms an integral part of this agreement. In the event of any inconsistency or conflict between the terms of this Agreement and the Quotation, Registration Form, Listing, Terms and Conditions of Supplement Order and Terms of Service, the order of priority shall be rank as follows:
 - (a) the Quotation shall prevail over the Terms and Conditions of Supplement Order
 - (b) the Terms and Conditions of Supplement Order shall prevail over this Agreement;
 - (c) this Agreement shall prevail over the Registration Form;
 - (d) Registration Form shall prevail over Listing; and

- (e) Listing shall prevail over Terms of Service.
- 16.5. **Cost & Expenses:** The Parties shall bear its own costs and expenses incurred in the preparation, negotiation and execution of this Agreement respectively. The stamp duty on this Agreement shall be borne by the Customer.
- 16.6. **Time of Essence:** Time wherever mentioned shall be of the essence of this Agreement.
- 16.7. **Rights and Remedies:** The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies of the Parties provided at law.
- 16.8. **Binding Effect:** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 16.9. **Assignment:** HOMA shall be entitled to transfer or assign this Agreement or any of its rights or obligations thereunder to a present or future affiliate or pursuant to a merger, consolidation, reorganisation or sale of all or substantially all of the assets or business, or by operation of law, without notice to the Customer. The Customer shall not be entitled to transfer or assign this Agreement or any of its rights or obligations thereunder unless with HOMA's prior written consent.
- 16.10. **Severability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
- 16.11. **No Waiver:** No failure to exercise and no delay in exercising on part of the Parties any right, power or privilege under this Agreement shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16.12. **Entire Agreement:** This Agreement, together with the Quotation, Registration Form, Listing, Terms and Conditions of Supplement Order and Terms of Service, and any appendices and annexures and/or other additional documents referred to in this Agreement, including but not limited to any future amendment or addendum made by the Company, as the case may be, shall constitute the entire Agreement between HOMA and the Customer. For the avoidance of doubt, this Agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
- 16.13. **Variation:** HOMA may, through the Platform or by such other method of notification as HOMA may designate, vary the terms and conditions of this Agreement, such variation to take effect on the date HOMA specifies through the above means provided always that such variation does not change the details of the package selected, the Purchase Price and the details of the On-Site Discussion.
- 16.14. **Governing Law and Jurisdiction:** This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia without regard to the conflict or choice of law principles. Any dispute, legal action or proceeding arising out of or in connection with this Agreement shall be submitted to the jurisdiction of the Malaysian courts, unless the Parties by mutual agreement agree to submit the same for settlement via arbitration in Malaysia or otherwise.
- 16.15. **Disclaimer:** The information and details contained in the Listing do not constitute an offer for sale but rather an invitation to treat. No contract in respect of the Services shall be formed until the Customer's receipt of a Confirmation Order issued by HOMA confirming the

Customer's purchase of the Services. Any typographical clerical or other error or omission in any Quotation, invoice or other document or information issued by HOMA on the Platform shall be subject to correction without any liability on the part of HOMA. HOMA reserves the right to remove and/ or edit any Listing on the Platform at its sole discretion.

The remainder of this page is intentionally left blank