

# Terms & Conditions

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## 1. Intellectual Property

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1.2 Trade marks used on this website to describe third parties and their products are trade marks of those third parties.

## 2. Linking and Third Party Content

2.1 You must not frame or mirror any part of the website without authorization.

2.2 The website may contain links to or display the content of third parties (Third Party Content), including links to websites operated by other organizations and individuals (Third Party Websites). Third Party Content and Third Party Websites are not under the control of Forsyth Carousel. Forsyth Carousel does not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

## 3. Terms of Sale

3.1 By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

## 4. Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us for the purchase of the goods will not be formed until your payment has been approved by us.

## 5. Pricing and Availability

5.1 The prices on the website exclude delivery costs. Delivery costs will be charged; such additional charges are clearly displayed, where applicable, and included in the 'Total Cost'.

5.2 The Service may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

## 6. Product Descriptions

In describing the products available to purchase online, Forsyth Carousel attempts to be as accurate as possible. However, Forsyth Carousel does not warrant that product descriptions or other content of any Forsyth

Carousel Services are accurate, complete, reliable, current, or error-free. If a product offered by Forsyth Carousel itself is not as described, your sole remedy is to return it in unused condition.

**7. Payment**

Upon receiving your notice of payment, we carry out a standard check on your payments to fulfill the transaction. Goods will not be dispatched until this pre-authorization check has been completed. Your order status will change from Payment Pending Verification to Paid once it is authorized.

**8. Discount Codes**

We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through this Website. The conditions of use relating to any discount code will be specified at the time of issue.

**9. Returns and Refunds**

For more information about our returns and refunds, please see our Return Policy.

**10. Your conduct**

10.1 You must not:

- (a) use the website in breach of any applicable laws or regulations;
- (b) use the website to harm, abuse, harass, stalk, threaten or otherwise offend others;
- (c) interfere with, disrupt, or create an undue burden on the website;
- (d) upload, post, transmit or otherwise make available any material that:
  - (i) is not your original work, or which may infringe the intellectual property or other rights of another person;
  - (ii) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
  - (iii) includes an image or personal information of another person unless you have their consent;
  - (iv) you know or suspect, or should reasonably know or suspect, to be false, misleading or deceptive;
  - (v) contains large amounts of untargeted, unwanted or repetitive content; or
  - (vi) contains financial, legal, medical or other professional advice.

If you believe that a user has breached any of the above conditions, please contact us.

10.2 Forsyth Carousel reserves the right to block or suspend any user of its website, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the website by any user, without notice. By uploading, transmitting, posting or otherwise making available any material via the website, you grant Forsyth Carousel a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, edit and exploit the material in any form and for any purpose.

10.3 Forsyth Carousel is not responsible for, and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the website by any person other than Forsyth Carousel. Forsyth Carousel does not endorse any opinion, advice or statement made by any person other than Forsyth Carousel.

10.4 You agree to indemnify Forsyth Carousel and each of the officers, employees, agents, contractors, suppliers and licensors (collectively Affiliates) of Forsyth Carousel in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Terms of Use, or any other default or wrongful conduct in relation to the subject matter of these Terms of Use, on the part of you or any of your Affiliates.

**11. Disclaimer**

By accessing our website, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by this website or by any Third Party

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**12. Risk of Loss**

All items purchased from Forsyth Carousel are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

**13. Your Account**

If you use any Forsyth Carousel Services, you are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account or password.

**14. Outages**

Forsyth Carousel reserves the right to cease, interrupt or withdraw your access to the site for any reason, including without limitation, for upgrades and maintenance of the site.

**15. Jurisdiction**

These terms and conditions are governed by the laws of Malaysia.

**16. Contact**

If you have any queries regarding these terms and conditions, please contact us.