



## **Terms and Conditions of Sale**

These Terms and Conditions of Sale ("Terms") apply to all orders for products and services ("Products") placed with WOK HEY Pte Ltd ("WOK HEY," "we," "us," or "our"), whether through our online ordering platform for self-pickup (e.g., <https://pickup.wokhey.sg/> and its outlet-specific subdomains, "Online Ordering Platform"), in-outlet self-service kiosks ("Kiosks"), or directly with our staff at the outlet cashier ("Cashier").

By placing an order and/or making a purchase, you, the customer ("you" or "your"), agree to be bound by these Terms and acknowledge our Privacy Policy. These Terms, together with our Privacy Policy, constitute the entire agreement between you and WOK HEY concerning your purchase.

WOK HEY offers online ordering for customer convenience, allowing you to place orders for self-pickup at designated WOK HEY outlets. This is not an e-commerce delivery service and WOK HEY does not offer delivery services of any kind. All orders must be collected by the customer in person at the selected outlet.

### **1. Acceptance and Confirmation of Order**

- a. Placing an Order: You may place an order through the following channels:
  - i. Online Ordering Platform (Outlet Pickup): Orders can be placed via our designated Online Ordering Platform, often accessible by scanning a QR code at the respective outlet. The process typically involves:
    - ii. Selecting your desired menu items and adding them to your cart.
    - iii. Validating the contents of your cart.
    - iv. Providing necessary information, including your mobile phone number, for order communication and updates (as detailed in our Privacy Policy).
    - v. It is your responsibility to ensure all selected items and quantities in your order are correct before completing payment. Once payment is made, the order is final as per Section 1.c.
    - vi. Confirming your order and completing payment.
  - vii. In-Outlet Kiosks: Orders can be placed by selecting items and completing payment at our Kiosks located at our outlets.
  - viii. Cashier: Orders can be placed directly with our staff at the outlet Cashier.
- b. No Pre-Orders: Regardless of the ordering channel, WOK HEY does not accept pre-orders for a future date or a significantly later time on the same day. Orders are intended for prompt preparation.
- c. Order Finality: Payment for the Products makes the order final. Once payment is completed and the order is confirmed, no amendments, cancellations, or refunds will be entertained by or taken into consideration by WOK HEY, except as expressly stated in these Terms.

- d. Order Confirmation (Online Orders): For orders placed via the Online Ordering Platform, WOK HEY will confirm the order. You will typically receive order status updates via WhatsApp or SMS to the mobile number you provide. It is your responsibility to provide an accurate and active mobile number.
- e. Right to Refuse or Cancel Orders: WOK HEY reserves the right to cancel or refuse to accept any order from a customer at our sole discretion. This may include, but is not limited to, orders from a customer with whom there is an ongoing dispute concerning payment of a previous order, orders that, in WOK HEY's opinion, present any form of risk or appear fraudulent, or due to product unavailability (see Section 4).
- f. Customer Responsibility for Information: All information provided by you (including but not limited to mobile number, outlet selection, and order details) remains your sole responsibility. Any anomalies, errors, or inaccuracies in the information provided by you may result in the inability to process, fulfill, or communicate about your order correctly. WOK HEY shall not be liable for any loss, damage, or inconvenience occasioned thereby.

## **2. Payment**

- a. Online Ordering Platform:
  - i. Payment for online orders is made exclusively through our designated payment gateway (e.g., Adyen or Qlub).
  - ii. Accepted payment methods typically include Visa, MasterCard and American Express, as well as digital wallets such as Google Pay, Apple Pay and Samsung Pay. Accepted methods will be indicated on the payment page.
- b. In-Outlet Kiosk Orders:
  - i. Payment methods accepted at our Kiosks will be displayed on the Kiosk interface and typically include card payments as well as digital wallets such as Google Pay, Apple Pay and Samsung Pay.
- c. In-Outlet Cashier Orders:
  - i. Payment methods accepted at the Cashier include:
    - ii. Cash
    - iii. NETS
    - iv. Credit/Debit Cards (including Paywave functionality and digital wallets)
    - v. NETS FlashPay
- d. By providing your payment information, you confirm that you are authorized to use the chosen payment method and authorize us (or our third-party payment processor) to debit your account for the total amount due at the time of the order.
- e. For your security, all digital and electronic payments are processed via a recognized secure payment system. While we take measures to ensure secure transactions, WOK HEY cannot be held liable for any instances of fraudulent payment card use.
- f. If payment is declined or not authorized by the relevant banking institution or payment provider, the order shall be automatically cancelled, and you will be informed.
- g. Ownership of Products: The Products remain the property of WOK HEY until full payment of the price is received by WOK HEY. Ownership and risk of loss for the Products passes to you upon successful collection from the designated outlet.

## **3. Prices, Order Collection, Cancellations, Refunds, and Amendments**

- a. Prices: All prices for Products are displayed on the Online Ordering Platform, Kiosks, or at the Cashier and are in Singapore Dollars (SGD), inclusive of any applicable Goods and Services Tax (GST). WOK HEY reserves the right to adjust prices at any time and this right remains exclusively with us. Any price changes will not affect orders already confirmed and paid for, except in cases of manifest error.
- b. Outlet-Specific Ordering (Online): Our Online Ordering Platform links are specific to each WOK HEY outlet. It is your sole responsibility to ensure you are using the correct link and have selected the correct outlet for your intended pickup.
- c. No Cancellations or Refunds After Preparation: Once an order is being prepared or has been prepared, it cannot be cancelled, and no refunds will be provided.
- d. Incorrect Outlet Selection for Online and Third-Party Platform Orders: When placing an order for pickup via WOK HEY's online ordering platform or through third-party marketplace applications (such as GrabFood, Foodpanda, and Deliveroo), it is the customer's responsibility to select the correct WOK HEY outlet. In the event an incorrect outlet is selected, such orders are non-cancellable, and no refunds will be issued. WOK HEY is unable to transfer the order to an alternative outlet, even if order preparation has not yet commenced at the incorrectly selected location. A new order must be placed and paid for at the correct outlet.
- e. When ordering through third-party marketplace applications (e.g., GrabFood, Foodpanda, Deliveroo), you are also subject to the terms and conditions of those respective platforms. WOK HEY's responsibility is limited to the preparation and handling of the food order as transmitted by such platforms.
- f. No Amendments After Payment: Once payment for an order is processed and completed (whether online, at a Kiosk, or via the Cashier), no amendments to the order (e.g., changing items, quantities) can be entertained by or taken into consideration by WOK HEY.
- g. Collection of Orders:
  - i. You will be notified (for online orders, typically via WhatsApp/SMS) when your order is ready for collection.
  - ii. Orders must be collected from the specified WOK HEY outlet during its operating hours.
  - iii. Food Safety and Quality: To ensure food safety and quality, WOK HEY prepares food fresh.
  - iv. Disposal of Uncollected Food: If an order is not collected within three (3) hours from the time it is notified as ready for collection (or by outlet closing time, whichever is earlier), WOK HEY reserves the right to dispose of the uncollected food items. No refunds, exchanges, or compensation will be given for orders disposed of due to non-collection.

#### **4. Product Offers**

- a. Product Range and Availability: WOK HEY reserves the right to change its product range and offerings at any time without prior notice. All Products are subject to availability. Certain offers may have a restricted period of validity, which will be indicated.
- b. Order Fulfillment: WOK HEY undertakes to honor orders received only within the limits of available stocks.
- c. Post-Order Unavailability: In the rare event that a Product you ordered becomes unavailable after your order has been confirmed and paid for, WOK HEY will endeavor to

inform you as quickly as possible (e.g., by phone call or message to the mobile number provided for online orders, or in person for Kiosk/Cashier orders).

- i. In such cases, your order for the unavailable item(s) will be automatically cancelled. You will be reimbursed for the value of the unavailable item(s).
  - ii. For online and Kiosk orders, this will typically be processed within 30 days, or as per the payment gateway's processing times.
  - iii. For Cashier orders, this may be handled immediately at the outlet.
  - iv. Alternatively, where feasible and with your express agreement, WOK HEY may offer you a substitute Product or digital voucher of similar value.
  - v. You agree and acknowledge that no penalty, damages, or further compensation shall be claimable for such cancellations due to unavailability, and that receipt of reimbursement or acceptance of a substitute Product shall be conclusive.
- d. By placing an order, customers acknowledge that all WOK HEY food is prepared in shared culinary environments where, despite precautions, potential cross-contamination with allergens (including soy, gluten, sesame, egg, and nuts) can occur, and agree that individuals with severe allergies should either refrain from consumption or make direct inquiries at the outlet or via customer service before purchase, understanding that WOK HEY disclaims all liability for any resultant allergic reactions or health issues.

## **5. Promotions, Discounts, and Vouchers**

- a. From time to time, WOK HEY may offer promotions, discounts, or vouchers to customers, whether through our Online Ordering Platform, in-outlet campaigns, or third-party partners. These are subject to the following conditions unless otherwise specified:
  - i. Promotions and vouchers are only valid for the period stated and may be limited to specific outlets, products, or ordering methods.
  - ii. Vouchers are non-transferable, non-exchangeable, and cannot be redeemed for cash.
  - iii. Only one promotion or voucher may be used per transaction unless explicitly stated otherwise.
  - iv. WOK HEY reserves the right to modify, suspend, or cancel any promotion, discount, or voucher without prior notice.
  - v. Misuse of vouchers or promotional codes (including but not limited to duplication, resale, or fraudulent redemption) may result in cancellation of the order and/or denial of future service.
  - vi. In the event of a conflict between the promotional terms and these Terms and Conditions of Sale, the specific promotional terms shall prevail to the extent of the conflict.

## **6. Intellectual Property**

All texts, remarks, structures, illustrations, images, and other content reproduced on the WOK HEY website, Online Ordering Platform, Kiosks, and related marketing materials are controlled and regulated by copyright, as well as by intellectual property rights, throughout the world. Any reproduction, whether in whole or in part, of WOK HEY's intellectual property is strictly prohibited without prior written agreement from WOK HEY Pte Ltd.

## **7. Prohibition of Sales Outside WOK HEY Network**

WOK HEY Products are intended to be sold exclusively through our authorized WOK HEY outlets and official Online Ordering Platform. It is strictly prohibited to purchase WOK HEY Products for resale purposes outside of our authorized network, including through unauthorized websites or platforms. Such acts may infringe upon our brand and product integrity and may result in legal (civil and criminal) liability for the perpetrators.

## **8. Data Protection and Privacy**

WOK HEY Pte Ltd is committed to protecting your privacy in accordance with the Singapore Personal Data Protection Act 2012 ("PDPA"). Our collection, use, disclosure, storage, and protection of your Personal Data, which you provide to us when using our services (including online ordering, Kiosk orders, and in-outlet interactions), are governed by our Privacy Policy. By accepting these Terms and Conditions of Sale, you acknowledge that you have read and understood our Privacy Policy and consent to the collection, use, and disclosure of your Personal Data as described therein. Our Privacy Policy provides detailed information on how we handle your Personal Data, your rights (including access and correction), and how to contact our Data Protection Officer. The Privacy Policy is available on our website <https://www.wokhey.sg/privacy-policy/> and is considered an integral part of these Terms.

## **9. Liability and Limitation of Liability**

- a. WOK HEY takes reasonable care in preparing and providing its Products. However, WOK HEY is not liable for any issues, losses, or damages arising from:
  - i. Incorrect information provided by you (e.g., wrong mobile number, selection of wrong outlet, inaccurate order details).
  - ii. Your failure to collect your order in a timely manner as stipulated in Section 3.f.
  - iii. Any indirect, incidental, special, or consequential damages.
- b. To the fullest extent permitted by law, WOK HEY's total liability in connection with any Product purchased is strictly limited to the purchase price of that Product. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by Singapore law.
- c. Except as expressly stated in these Terms, WOK HEY makes no representations or warranties of any kind, express or implied, with respect to the Products offered, including but not limited to warranties of merchantability or fitness for a particular purpose. Products are sold on an 'as is' and 'as available' basis.

## **10. Applicable Law, Dispute Resolution, Mediation, and Arbitration**

These Terms and Conditions of Sale, and any disputes arising from or under them (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Singapore.

You agree to submit to the exclusive jurisdiction of the courts of Singapore regarding any such dispute.

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms or the breach thereof, the parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such a solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

A person who is not a party to these Terms & Conditions shall have no right under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce any part of these Terms & Conditions.

#### **11. Amendments to Terms and Notices**

WOK HEY reserves the right to review, modify, update, or amend these Terms and Conditions of Sale at any time by posting the amended terms on our website ([www.wokhey.sg/terms-of-sale](http://www.wokhey.sg/terms-of-sale)) or the Online Ordering Platform. We will communicate changes to this policy by updating it here. It is the customer's responsibility to check in from time to time to see if there are any changes. The terms applicable to your order will be those in effect at the time you place your order. We encourage you to review these Terms periodically.

#### **12. Force Majeure**

WOK HEY shall not be liable for any failure or delay in performance of its obligations under these Terms arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that WOK HEY will use reasonable efforts to resume performance as soon as practicable.

#### **13. Severability**

If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

#### **14. No Waiver**

No failure or delay by WOK HEY in exercising any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy. A waiver of any breach or default shall not constitute a waiver of any subsequent breach or default.

#### **15. Customer Conduct and Use of Services**

You agree to utilize WOK HEY's Online Ordering Platform, self-service kiosks, and interact with our personnel in a lawful, respectful, and appropriate manner. Any misuse of these services or engagement in misconduct, including but not limited to, introduce any malicious software, or attempt unauthorized access to any systems or data, use of abusive, offensive, or threatening language, fraudulent actions,

harassment, or any behavior deemed disruptive or inappropriate by WOK HEY, may result in immediate refusal of service, cancellation of your order, and/or restriction from accessing our services in the future.

#### **16. Contact Information**

For general enquiries about these Terms or your order, please reach out to our customer service via WhatsApp at +65 8777 5777 or email us at [customercare@wokhey.sg](mailto:customercare@wokhey.sg).

#### **17. Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and WOK HEY concerning your purchase and supersede any prior agreements, communications, or understandings, whether written or oral.