

TMT Pre-Order Terms & Conditions

Definitions

- “Contract”, “Agreement” & “Terms and Conditions” refers to agreement for the purchase and sale of Goods & Products.
- “Customer” pertains to the individual or entity that accepts a quotation or sales offer from the Seller for the sale of goods or whose order for goods is accepted by TMT.
- “Goods” & “Products” encompasses the items, products, merchandise, and any associated parts supplied by Thunder Match Technology Sdn. Bhd. under these Terms and Conditions.
- “TMT” stands for Thunder Match Technology Sdn. Bhd., presently located at H-G-5 & H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
- A “pre-order” refers to the process of placing an order for a product that is not yet available for immediate delivery.

Agreement and Consent to Terms & Conditions

- The terms and conditions detailed in this agreement, in conjunction with TMT official invoice (the “Invoice”) and quotation (the “Quotation”), collectively constitute the entire agreement between TMT and the Customer, and supersedes any prior agreements, understandings, assurances, or representations whether written or verbal. Any terms or conditions implied by law that are applicable to TMT are excluded, except as provided by common sense or equity. No variations to these terms and conditions will be effective unless expressly agreed in writing and signed by TMT.
- By placing an order, making a purchase, or otherwise engaging in business with TMT, this signifies that the Customer understands, acknowledges, agrees, and accepts the terms & conditions herein.
- In case non-English language version of this Contract is prepared and any dispute arises over the meaning of any provisions under this Contract, the English language version shall prevail, and the relevant part of the non-English language version shall be deemed to be automatically amended to conform with and be consistent with the English language.
- All decisions by TMT in regards to this Agreement program are final, conclusive & binding.

Amendments & Updates of Terms & Conditions

- TMT reserves the right to amend, modify, or update these Terms & Conditions at its sole discretion without prior notice.
- Any changes to these Terms and Conditions will become effective immediately upon posting on TMT’s designated communication channels.
- It is the responsibility of the Customer to review these Terms and Conditions periodically for any updates or amendments.
- By continuing to engage in business with TMT after any modifications to the Terms and Conditions have been posted, the Customer acknowledges and agrees to abide by the revised Terms and Conditions.



THUNDER MATCH TECHNOLOGY SDN BHD (541512-U)

(a subsidiary of Nojima APAC Limited)

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Tel: 03-2022 5532 Web: www.tmt.my

Pricing & Payment

- The contract price for the product(s) is stated in the Invoice/Quotation. Any Goods and Services Tax (GST) or Sales Services Tax (SST) (if applicable) will be borne by the Customer. All payments must be made in Ringgit Malaysia (RM) as specified on TMT.MY with payment methods accepted by TMT.
- In the event the Customer is opting to make payments via bank transfer, the Customer shall ensure that the payment is made exclusively to the bank account details provided in the official TMT invoice or quotation. Any payment made to a bank account not officially owned by TMT and not in accordance with the bank details provided in the invoice or quotation shall not be deemed as a valid payment.
- TMT shall not assume any responsibility or liability for funds transferred to accounts not officially owned by TMT. Customers are strongly advised to exercise due diligence in verifying the authenticity of the provided bank account details to prevent fraudulent transactions.
- TMT reserves the right to take appropriate legal actions to recover any unpaid amounts and may consider the transaction null and void if payment is made to an unauthorized account. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.

Local Tax Laws

- Any and all taxes, duties, levies, or charges imposed by any governmental authority in accordance with the prevailing local tax laws, regulations, or ordinances, must be borne solely by the Customer. These taxes may include, but are not limited to, sales tax, value-added tax (VAT), goods and services tax (GST), or any other applicable taxes. The amount of these taxes is subject to change in response to updates, amendments, or revisions to tax laws and regulations. The Customer is responsible for staying informed about such changes and for paying any increased tax amounts.

Pre-Orders & Deposit

- By placing a pre-order, the Customer reserves the product in advance, with the understanding that it will be shipped once it becomes available or can be picked up by the Customer at their selected pick-up location during checkout. Pre-orders may require full payment or a deposit at the time of ordering, and the estimated shipping and delivery dates are subject to change.
- The Customer understands that a pre-order does not guarantee immediate availability.
- Once Customer has confirmed and finalised their pre-order details during checkout, Customers are not allowed to amend any order details including but not limited to product details (colour, model etc) and pick up location.
- Customer opting to self-collect their order at their chosen pick-up location must arrive on the time chosen by the Customer. Customer arriving before the pick-up time will not be entertained. Any request to change their pick-up time must contact TMT's Customer Service.
- Customers failing to collect their pre-order within fourteen (14) calendar days from the date of stock arrival will have their deposit forfeited. In the event Customers are still purchasing the pre-ordered items after

their deposit has been forfeited for whatever reason, Customers are required to pay for the full payment of the Product(s).

- The price of the Product at the time of pre-order is subject to change at TMT's full discretion. The Customer will be notified of any price changes and will have the option to cancel their pre-order with a full refund.
- Estimated shipping and delivery dates are provided at the time of pre-order but are subject to change at TMT's full discretion. TMT is not liable for any delays in shipping or delivery.
- The deposit amount required will be specified at the time of placing the pre-order. The remaining balance of the full payment must be completed before the product is fulfilled by TMT. TMT will not fulfil or ship the order until full payment is received. The Customer will be notified of the balance due and the deadline for completing the payment.
- If the full payment is not completed by the specified deadline, TMT reserves the right to cancel the pre-order. In such cases, the deposit may be forfeited according to TMT's refund policy.
- TMT reserves the right to cancel any pre-orders with prior notification to the Customer, and a full refund will be made to the Customer.

Title & Ownership

- Property and title in the goods remain with TMT until full payment for the goods is received in cash or via cleared funds.

Warranties

- Most of the goods available at TMT come with a manufacturer's warranty. The terms and conditions for these warranties vary by product, brand, and manufacturer.
- TMT does not provide the manufacturer's warranty but will facilitate the warranty process as per the manufacturer's guidelines.
- It is the responsibility of the customer to review and understand the terms of the manufacturer's warranty, which is usually provided with the product or can be obtained from the manufacturer's official website.
- Most of the goods available at TMT comes with a manufacturer's DOA Policy. In the event of a product that is considered "Defect on Arrival" (DOA), whereby the product exhibits defects or malfunction upon delivery, the Customer must create a DOA claim specifying the product's defect and providing evidence, to TMT within the stated DOA period specified by the manufacturer's DOA Warranty. The DOA Warranty for the Product is subject to the guideline provided by the product manufacturer, as specified in the manufacturer's DOA policy.
- The DOA Warranty does not apply to Product's defect resulting from circumstances not covered by the manufacturer's DOA policy, including:
 - Damage or mishandling during or after delivery by the Customer or third parties
 - Unauthorized modifications or repairs
 - Failure to follow the manufacturer's recommended instructions for installation or operation
 - Problems caused by a device that is not the Product, including equipment or accessories whether or not purchased at the same time as the Product
 - Natural disasters or other unforeseeable events

- For extended warranty, TMT provides 'TMT Care' which can be purchased by the Customer. For more information regarding 'TMT Care', please visit <https://www.tmt.my/pages/tmt-protection-plan>
- TMT is not responsible for any loss, alteration, damage, or reduction in functionality to any data or operating system during the warranty process. Customers are advised to back up their data before initiating warranty procedures.

One-To-One Exchange Policy

- Customers are eligible to a One-To-One Exchange up to seven (7) calendar days from the date of purchase as stated in TMT's official Invoice/Receipt under the conditions below:
 - During inspection of the product, if Customers encounter any defects or damage within TMT's store premises, Customers must notify TMT contemporaneously and can choose to exchange the product or cancel the purchase. If the product has left TMT's premises, Customers have up to seven (7) calendar days to exchange if there are any defects or damage.
 - Customers can only request for an exchange at the outlet the Product was purchased from. The Product must be returned in its original form, which includes but not limited to the original packaging, warranty sheets, manuals, accessories, cables, and plastic coverings. The Sales Invoice/Receipt must also be presented to be eligible.
 - Exchange is not eligible for the following circumstances including but not limited to:
 - Physical/Aesthetic damage
 - Accidental/Intentional damage
 - Any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a purchased software
 - Failure to follow manufacturer's recommended instructions for installation, operation, routine care maintenance, inspection, cleaning, removal of odours, lubrication, external adjustments, including problems caused by a device that is not the Product, including equipment or accessories that are not OEM, whether or not purchased at the same time as the Product
 - Products or parts that are functional and working as intended found not compatible with the Member's PCs or Notebooks
- Any e-Gift cards or credits top-up made with the purchase/transaction will not be eligible for a refund.
- The validity period for TMT's One-to-One exchange is delineated based on the date of the issued invoice.
- The following product categories are not eligible for the One-to-One exchange including but not limited to:
 - Software
 - Tablets
 - Smartphones
 - Apple Products
 - Fitness & Wearables



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Data Privacy & Protection

- TMT may collect, process, and store personal information about the Customer in compliance with applicable data protection laws. The Customer's information will be used solely for the purpose of the transaction and may be shared with third-party service providers or partners as necessary.
- By engaging in business with TMT, the Customer consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- The collected data will be utilised by TMT for one or more of the following purposes: provision of products and services, internal record and marketing, fraud prevention and security, compliance purposes and other related purposes. For more details regarding TMT's Privacy Policy, please visit <https://www.tmt.my/pages/pdpa>
- Upon submitting a warranty claim or requesting services including but not limited to repairs, replacement, installation, troubleshooting, upgrade, maintenance, consultation and/or recovery, as well as any other services that are similar in nature or within the same range of such services, the Customer agrees to remove or log out of any associated login credentials, accounts, or personal information on the product in question. Failure to do so may result in delays in the service or warranty process, and the customer acknowledges that the company is not liable for any issues arising from the retention of such information during and/or after the service or repair period.

Limitation of Liability

- In no event shall TMT, its directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, or data, whether incurred directly or indirectly, or any loss of use, goodwill, or other intangible losses, arising out of or in connection with any products or services purchased at TMT outlets or sales channels, even if TMT has been advised of the possibility of such damages.
- Any liability for breach of condition or warranty, whether implied by law or otherwise, is limited to repair, replacement, or cost reimbursement as stated in applicable laws. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.
- TMT's total liability for any claims related to its products or services shall not exceed the total amount paid by the Customer for the specific product or service giving rise to the claim.

Customer Default

- In case the Customer fails to comply with any terms herein, any deposit, advance payment, or pre-payment for the goods shall be forfeited to TMT. TMT may sell or dispose of the Goods as it deems fit, and any deficiency in price and associated expenses will be borne by the Customer.

Anti-Bribery & Anti-Corruption

- The Customer shall comply, and/or shall procure or ensure that its directors, employees, subcontractors, agents or other third parties, comply with all applicable anti-corruption laws and regulations and any

relevant anti-corruption policies and documents provided by TMT and have in place adequate controls and procedures to prevent corruption.

- In the event of a breach by the Customer, TMT shall be fully entitled to terminate the Contract without any liability howsoever with written notice with immediate effect. The Customer shall hold TMT harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this clause by the Customer, its directors, employees, subcontractors, agents, and/or anyone in connection with the Customer.

Force Majeure

- TMT is not liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to:
 - Natural disasters or acts of god
 - War, invasion, acts of foreign enemies, hostilities (whether declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, seizure, confiscation, requisition, nationalization, destruction, or damage ordered by any government or public authority, as well as risks related to contraband or illegal transportation and trade
 - Acts of criminal breach of trust or act of cheating by any entity set out in the Penal Code
 - Acts of terrorism
 - Communicable Diseases or the fear or threat of any Communicable Diseases

Governing Law & Jurisdiction

- The laws of Malaysia shall govern the interpretation of these Conditions and any Contracts.
- The Customer agrees that the courts of Malaysia have jurisdiction to settle any claims or disputes arising from these Conditions or any Contracts.
- Any disputes arising from the application of these Terms and Conditions shall be resolved through negotiation and mediation. If mediation is unsuccessful, both parties agree to submit to the exclusive jurisdiction of the courts in Malaysia. The costs and fees associated with any dispute resolution, including but not limited to legal fees, mediation costs, and court-related expenses, shall be borne by the Customer and are not the responsibility of TMT.

Staff Actions

- Any advice or actions of TMT's staff that contradict these terms & conditions shall not alter the terms and conditions herein.

Duty of Disclosure

- Customers must take reasonable care to ensure that all the answers to the questions are full, complete, correct, and honest and to the best of the Customer's knowledge.
- Customers also have a duty to inform us of any changes in the information given to TMT.



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Waiver & Severability

- The failure by TMT to enforce any of these Terms and Conditions shall not be considered a waiver of its right to enforce any other term or conditions in the future.
- If any provision in these Terms and Conditions is determined to be invalid or unenforceable by a court of law, such term shall be deleted, and the relevant Contract shall remain in full force and effect. TMT and the Customer will negotiate in good faith to agree on mutually acceptable alternative provisions to replace the deleted clause.

Miscellaneous

- Words denoting the singular include where the context so admits the plural and vice versa.
- Words of the masculine gender include where the context so admits the feminine and neuter genders and vice versa.
- Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to “statute”, or “statutes” includes any regulations or orders made under such statute or statutes.
- References in this Agreement to any clause, sub-clause, paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph or schedule to this Agreement so numbered.
- Any reference to “law” shall be construed as to include, without limitation, any Act, ordinance, statutory or municipal, rule, regulation, ruling, decree or order enacted, issued or decreed by the Parliament of Malaysia, the Government of Malaysia or any bureau, minister, agency, courts, regulatory body, authority, legislative body or department thereof.
- Where the context so requires, the words “hereof”, “herein”, “hereto”, “hereunder”, “hereafter” wherever used shall refer to this Agreement as a whole and not to any particular provision only.