

CARTECMALL TERMS & CONDITIONS

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1 DEFINITIONS AND INTERPRETATION

1.1 In these **CARTECMALL** Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

"Counterfeit", in relation to the Seller's Goods (as defined in the Terms of Use), shall mean any goods (including packaging) bearing without authorization a trade mark which is identical with or so nearly resembles the trade mark validly registered in respect of such goods, or which cannot be distinguished in its essential aspects from such a trade mark, and which infringes the rights of the proprietor of the trade mark under the Malaysian Trade Marks Act 1976.

"Guaranteed Delivery Badge" means the icon applied to the Product Details Page of selected **CARTECMALL** Goods to indicate that the **CARTECMALL** Guarantee is available for this **CARTECMALL** Good.

"Fast Refund" shall mean a refund of a returned item to you, initiated at the point when you deliver the returned item back to **CARTEC-MALAYSIA**.

- a) **CARTEC-MALAYSIA** reserves the right to decide in its sole and absolute discretion, on a per item basis, if Fast Refunds will be available or not.
- b) Factors that determine Fast Refund availability, include but not limited to:
 - Item price and type
 - Payment type
 - Purchase and refund history
- c) **CARTEC-MALAYSIA** reserves the right to change the factors that determine Fast Refund availability in its sole and absolute discretion from time to time.

"**CARTECMALL Channel**" means the sales channel operated by **CARTEC-MALAYSIA** for the purposes of the **CARTECMALL** Program.

"**CARTECMALL Goods**" means goods purchased from a Seller (as defined in the Terms of Use), on the **CARTECMALL** Channel through the Platform (as defined in the Terms of Use).

"**CARTECMALL Terms**" means these terms and conditions, as amended by **CARTEC-MALAYSIA** in its sole and absolute discretion from time to time.

"**Terms of Use**" means the terms and conditions governing the Customer's use of the **CARTEC-MALAYSIA.com.my** website and/or the **CARTEC-MALAYSIA** mobile app and which are set out at cartecmalaysia.com.

"**Order Detail Page**" means the page where a user can review information regarding its Order for the relevant goods available on the Platform.

"**Delivery Detail Page**" means the page where a user can review delivery information regarding its Order for the relevant goods purchased from the Platform.

"**Product Details Page**" means the product details page of the relevant goods available on the Platform.

"**Terms of Use**" means the terms and conditions governing your use of the Platform and which are set out at <https://www.cartecmalaysia.com/terms-of-use/>.

2 SERVICE TERMS

- 2.1 These **CARTECMALL** Terms shall apply to your purchase of **CARTECMALL** Goods. Such **CARTECMALL** Goods can be identified from the "**CARTECMALL**" badge on the Seller's listing of the goods.
- 2.2 By purchasing **CARTECMALL** Goods, you agree to be bound by these **CARTECMALL** Terms, as amended from time to time, in addition to the Terms of Use for the Platform, which are incorporated by reference into these **CARTECMALL** Terms.
- 2.3 For the avoidance of doubt, capitalized terms used and not defined herein have the same meaning as given to such terms in the Terms of Use.
- 2.4 In the event of a conflict between the provisions of these **CARTECMALL** Terms and the Terms of Use, the provisions of the **CARTECMALL** Terms shall prevail.

3 REPRESENTATION AND WARRANTY

- 3.1 **CARTEC-MALAYSIA** represents and warrants that the **CARTECMALL** Goods are not Counterfeit.
- 3.2 Save as provided in Clause 3.1 and in the Terms of Use, **CARTEC-MALAYSIA** expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind.
- 3.3 Notwithstanding anything to the contrary in the Terms of Use, your sole and exclusive remedy for **CARTEC-MALAYSIA**'s breach of the representation and warranty given in Clause 3.1 shall be limited to this Clause 3.3.

- 3.3.1 If you believe that the **CARTECMALL** Goods which you have purchased do not conform to the representation and warranty given in Clause 3.1, you must make a refund claim in accordance with the procedure, and subject to the exceptions and limitations, set out in the Return Policy, within fifteen (15) days of the date on which you received the **CARTECMALL** Goods.
- 3.3.2 (Following your refund claim, you will be provided with a template refund claim form (“Claim Form”), within which you should state the reasons for your belief that **CARTECMALL** Goods which you have purchased does not conform to the representation and warranty given in Clause 3.1.
- 3.3.3 You shall return the **CARTECMALL** Good to **CARTEC-MALAYSIA** in accordance with **CARTEC-MALAYSIA**’s instructions. Once **CARTEC-MALAYSIA** receives the **CARTECMALL** Good, **CARTEC-MALAYSIA** shall refund you the full purchase price of the **CARTECMALL** Good within a reasonable period.
- 3.3.4 Following the return of the **CARTECMALL** Good to **CARTEC-MALAYSIA**, **CARTEC-MALAYSIA** shall verify your Claim Form. For the purposes of facilitating such verification, you shall use your best endeavors to fully cooperate with **CARTEC-MALAYSIA**. In the event that **CARTEC-MALAYSIA** determines, in its sole and absolute discretion, that the **CARTECMALL** Good does not conform to the representation and warranty given in Clause 3.1:
- i. **CARTEC-MALAYSIA** shall issue a store credit voucher or rebate coupon equivalent in value to the full purchase price of the **CARTECMALL** Good to your **CARTEC-MALAYSIA** account; and
 - ii. you shall thereafter have no further claim against **CARTEC-MALAYSIA**, and you shall release and hold harmless **CARTEC-MALAYSIA** from any and all liability arising out of or in connection with your purchase of the **CARTECMALL** Good.

- 3.3.5 In the event that **CARTEC-MALAYSIA** determines, in its sole and absolute discretion, that the **CARTECMALL** Good does conform to the representation and warranty given in Clause 3.1, you shall have no further claim against **CARTEC-MALAYSIA**, and you shall release and hold harmless **CARTEC-MALAYSIA** from any and all liability arising out of or in connection with your purchase of the **CARTECMALL** Good.
- 3.3.6 **CARTEC-MALAYSIA**'s determination pursuant to this Clause 3.3 shall, save in the case of manifest error, be final and binding on you.
- 3.3.7 If you fail to make a refund claim within fifteen (15) days of the date on which you received the **CARTECMALL** Goods, as set out in Clause 3.3.1, you are deemed to have accepted the **CARTECMALL** Goods as conforming to the representation and warranty given in Clause 3.1.

4 AVAILABILITY OF CARTECMALL GUARANTEE

- 4.1 **CARTEC-MALAYSIA** may offer guarantees for delivery of selected **CARTECMALL** Goods within specified dates (the "**CARTECMALL** Guarantee"). Availability of the **CARTECMALL** Guarantee for **CARTECMALL** Goods shall be indicated by the appearance of the Guaranteed Delivery Badge on the Product Details Page. For the avoidance of doubt, where the Guaranteed Delivery Badge does not appear, the **CARTECMALL** Guarantee is not available.
- 4.2 The dates for delivery of **CARTECMALL** Goods pursuant to the **CARTECMALL** Guarantee shall be reflected on the Order Detail Page and the Delivery Detail Page. You acknowledge and agree that any timelines or dates shown for delivery on the **CARTEC-MALAYSIA** Platform in respect of the **CARTECMALL** Guarantee, save for the dates indicated on the Order Detail Page and the Delivery Detail page, are only indicative estimates, and you shall not hold **CARTEC-MALAYSIA** directly or indirectly liable for any losses arising out of or in connection with any reliance that you place on such estimates.

5 TERMS AND CONDITIONS OF THE CARTECMALL GUARANTEE

- 5.1 Subject to the availability of the **CARTECMALL** Guarantee as set out in Clause 4 and the terms and conditions of the **CARTECMALL** Guarantee as set out in this Clause 5, you shall receive payment for the amount specified in the Product Details Page as compensation where **CARTEC-MALAYSIA** delivers the **CARTECMALL** Goods to you after the latest date, or after the timeframe, specified in the **CARTECMALL** Guarantee section of the Order Detail Page and the Delivery Detail Page (“Compensation”). Save for the Compensation, you hereby agree that you shall not have, and hereby waive and relinquish, any other rights or claims in respect of the **CARTECMALL** Guarantee not being fulfilled.
- 5.2 You shall be entitled to Compensation for each Order you place through the Platform, regardless of the number of **CARTECMALL** Goods which are placed pursuant to such Order, or the number of **CARTECMALL** Goods which are delivered to you after the latest date, or after the timeframe, specified in the **CARTECMALL** Guarantee section of the Order Detail Page and the Delivery Detail Page. To illustrate, if you purchase two **CARTECMALL** Goods under one Order, and **CARTEC-MALAYSIA** or its agent is unable to fulfil the **CARTECMALL** Guarantee, you shall be entitled to receive Compensation of the amount specified in the Product Details page.
- 5.3 Where Compensation is paid to your **CARTEC-MALAYSIA** account through a Voucher or a Promo Coupon is issued to your **CARTEC-MALAYSIA** Wallet, **CARTEC-MALAYSIA** reserves the right to impose restrictions or limitations to the use of the Voucher or Promo Coupon, including but not limited to, expiration dates, transfer of the Voucher or Promo Code to other users, or restrictions to use with Products, or categories or classes of Products, as specified by **CARTEC-MALAYSIA** at its sole and absolute discretion. For the avoidance of doubt, Compensation made via Voucher or Promo Coupon cannot be exchange or redeemed for cash.
- 5.4 Notwithstanding that the **CARTECMALL** Guarantee has been made available for the **CARTECMALL** Good you select, you hereby agree to waive your right to Compensation where any of the following take place:
- 5.4.1 Delivery address for the **CARTECMALL** Good is incorrect or incomplete;

- 5.4.2 You refuse to accept, or fail to make payment for, the **CARTECMALL** Good, for any reason whatsoever;
- 5.4.3 You fail to make payment for the **CARTECMALL** Good in order to be eligible for the **CARTECMALL** Guarantee, before the date and time set out in the Order Detail Page;
- 5.4.4 You request any amendments to the time of delivery, delivery address or mode of delivery after the Order has been made;
- 5.4.5 You fail to adhere to any of the delivery instructions issued by **CARTEC-MALAYSIA** or our agents, including where you or your representative are not present to receive the **CARTECMALL** Good when **CARTEC-MALAYSIA**, or **CARTEC-MALAYSIA**'s agent attempts delivery, or any of the instructions you issue to **CARTEC-MALAYSIA** or our agents for delivery cannot be reasonably fulfilled;
- 5.4.6 You specify for delivery of the **CARTECMALL** Good to be made to a collection point;
- 5.4.7 Delivery cannot be made to your address for reasons due directly or indirectly to an event or failure which is beyond **CARTEC-MALAYSIA**'s reasonable control, including acts of God, natural disasters, war, rebellion, revolution, contamination, pollution, acts or threats of terrorism, or riots; or
- 5.4.8 Delivery of the **CARTECMALL** Good cannot be made to the delivery address you specify in the Order Detail Page and the Delivery Detail Page for any other reason.
- 5.5 You acknowledge and agree that **CARTEC-MALAYSIA** has the sole and absolute right to determine if any of the circumstances set out in Clause 5.4 have taken place. You agree that you shall not dispute any of **CARTEC-MALAYSIA**'s determinations in this regard.
- 5.6 **CARTEC-MALAYSIA** reserves the right not to issue Compensation to you at its sole discretion and with no reference or notice made to you, for any reason whatsoever.

6 FAST REFUNDS

- 6.1 **CARTECMALL** may offer Fast Refunds for selected **CARTECMALL** Goods. However, the availability of Fast Refunds is decided on a per item basis by **CARTEC-MALAYSIA** in its sole and absolute discretion.

7 USE AND DISCLOSURE OF DATA

- 7.1 You agree that **CARTEC-MALAYSIA** shall be entitled to use or disclose any information or data disclosed by you in accordance with **CARTEC-MALAYSIA**'s Privacy Policy. You are entitled to withdraw such consent in the procedure as prescribed by **CARTEC-MALAYSIA** from time to time.

8 MISCELLANEOUS

- 8.1 You shall be bound by and shall fully observe and comply with these **CARTECMALL** Terms, all Service Terms, Terms of Use, Privacy Policy as well as such other terms and conditions as may be agreed or accepted by you. The rights and protections conferred on **CARTEC-MALAYSIA** under these **CARTECMALL** Terms shall be additional to the rights and protections conferred on **CARTEC-MALAYSIA** under the Service Terms, Terms of Use, Privacy Policy as well as such other terms and conditions as may be agreed or accepted by you.
- 8.2 Any clause in these **CARTECMALL** Terms, all Service Terms, Terms of Use, Privacy Policy as well as such other terms and conditions as may be agreed or accepted by you, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other clauses, which clauses shall continue to be valid and enforceable to the fullest extent permitted by law.

8.3 **CARTEC-MALAYSIA** reserves the right to alter, modify, add to or otherwise vary these **CARTECMALL** Terms from time to time, and in such manner as **CARTEC-MALAYSIA** deems appropriate. You shall be bound by the terms and conditions so amended. In any event, if you continue to use the Service after such notice, you shall be deemed to have accepted the amendments.