

TMR&D Store Terms & Conditions

Welcome to TMR&D Store Website (“TMR&D Store”). The use of this TMR&D Store is subject to the Terms and Conditions sets out below and will be updated from time to time. TMR&D Store URL is <https://store.tmrnd.com.my>

1 General Terms

- 1.1 TMR&D grants access to the services on the TMR&D Store or part thereof if the user agrees to the applicable Terms and Conditions.
- 1.2 TMR&D reserves its sole right and discretion to decide whether the user may become and continue to be a User on the TMR&D Store. Definitions ‘Agreement’ means these Terms and Conditions for the TMR&D Store and as amended from time to time and shall include all addendums, appendixes, annexures, codes, guidelines and policies referred to herein.
- 1.3 ‘Use or Users’ means any user registering/subscribing (with or without payment), as required by TMR&D, to the services available on the TMR&D Store who is subject to this Agreement and ‘you’ or ‘your’ wherever found in this Agreement shall also mean the Users.
- 1.4 ‘TMR&D’ means the owner of the TMR&D Store and TM RESEARCH & DEVELOPMENT SDN BHD, a company duly registered in Malaysia with the company number of **199701021836/437333-A**.
- 1.5 TMR&D reserves the right to amend these Terms and Conditions at any time with or without notice. Unless stated otherwise, the amended Terms and Conditions will be effective immediately upon posting. The User remains at all times responsible for ensuring that it is aware of the current Terms and Conditions of use. Continued use of the TMR&D Store constitutes the User’s acceptance of the amended Terms and Conditions and this Agreement.
- 1.6 Use of the TMR&D Store and the services occur, not limited to when you access any page to register/subscribe as a User on the TMR&D Store, transact on the services provided by TMR&D, placing an order through the TMR&D Store.
- 1.7 The payment methods available on the TMR&D Store are listed and may be provided by TMR&D Store directly or through approved third parties including the payment gateway provider.
Any information about the processing capabilities of the TMR&D Store or the services, the technology or interface features of the services, and the notice and updates sent to you by TMR&D is proprietary and confidential to TMR&D and/or other third parties who it originated from. You undertake not to use or disclose such confidential information to third parties for any purpose other than strictly for the use of the services.
- 1.8 You agree to abide by our data policy and privacy statement at all times. You acknowledge that we agree not to disclose but protect, maintain and/or to use Your Data to provide the services herein in accordance with this Agreement and our data policy and privacy statement.
- 1.9 Any sensitive information that you provide to TMR&D will not be published. Credit card, billing and payment information shall be used solely for the purposes of checking credit, effecting payment to TMR&D Store and servicing your account.
- 1.10 You acknowledge that all User’s postings are not sensitive information and will be automatically forwarded to TMR&D Store.

- 1.11 You undertake that all information provided to TMR&D Store is accurate, complete and current and you undertake to maintain and update your data in the TMR&D Store from time to time. You also undertake to confirm the accuracy of any information you received before relying on it.
- 1.12 You acknowledge that TMR&D Store may have a feature that allows Users to provide ratings, references about their experience dealing with each of the product. You hereby consent to TMR&D Store displaying your ratings and references.
- 1.13 By agreeing to these Terms and Conditions, you agree to allow TMR&D Store to include each of the User's information respectively in our database.
- 1.14 You may only use information from the TMR&D Store that is not confidential to create any derivative works but subject always to the Terms and Conditions herein. The restrictions in this section do not apply to any information that is already public nature, through no fault attributable to a party or information is already known to the other party prior to the party's disclosure or disclosed under the operation of the law or is disclosed by a party with the written consent of the other party.

2 Refund, Return and Warranty Policies

2.1 Refund Policy

- 2.1.1 TMR&D reserves the right to offer refund or other consideration in selected circumstances at its sole discretion. Please note that each circumstance is unique and election to make such offer in one instance does not create the obligation to do so in another.
- 2.1.2 Buyer will only be refunded after TMR&D has received the returned item upon verification of valid reasons: -
 - The Item has not been received;
 - The Item received is incomplete (missing quantity or accessories);
 - TMR&D has delivered an Item that does not match the agreed specification (e.g., wrong size, colour, etc.) to Customer;
 - The Item delivered to Customer is materially different from the description provided by TMR&D in the listing of the Item;

The refund will be made to Buyer's designated bank account. In the event the User does not receive any reply from us after the aforesaid period, please contact us either by e-mail at store.support@tmrnd.com.my for enquiries.

2.2 Return Policy

- 2.2.1 This Return policy shall only be applicable for product purchased directly via TMR&D Store only.
- 2.2.2 TMR&D Store shall use its best efforts to ensure that Orders are correctly fulfilled. Should there be any discrepancy of products delivered and the Users wish for return, please notify us by completing and submitting the online form posted in our TMR&D Store within seven (7) working days upon receiving the products. We will contact the User within seven (7) working days after receipt of the completed form online to direct the User of the procedures in respect of the return of products. The User is advised to wait for our instruction for the next course of action. In the event the User does not receive any reply from us after the aforesaid period, please contact us either by e-mail at store.support@tmrnd.com.my for enquiries.
- 2.2.3 If the User opt for a replacement or exchange of products, the affected products MUST be returned by courier/post or in person to the TMR&D Cyberjaya office. Any cost incurred during the return of the said is not borne by TMR&D. All replacements or exchange of products shall be subjected to stocks availability and warranty policy by each manufacturers
- 2.2.4 Return/Exchange of products can be arranged under the following reasons:
- If any product has been delivered in a damaged or defective condition; or
 - If the User received the wrong product and is clearly different from the purchase order
 - If a product which was ordered and invoiced is not included in the delivery, TMR&D Store shall replace the product
- 2.2.5 User is required to send back the affected product(s) to us via a reliable courier service company to our TMR&D Cyberjaya Office at the following address:

Business Operation Support Division, TM Innovation Centre

Lingkaran Teknokrat Timur, Cyberjaya,

63000, Selangor, Malaysia

- 2.2.6 The User shall be responsible for the risks and condition of the product to be returned until it reaches us at TMR&D Cyberjaya office TMR&D Store will not be liable for any loss or damage to the Product prior to the product is received by us.
- 2.2.7 The Users are advised to pack safely the product to prevent any loss or damage to the product or its box or its original packaging. The User shall return or caused to be returned to TMR&D Store the aforesaid products in its original condition, quantity and packaging as it is first delivered to the User together with the proof of order payment and delivery of the products.
- 2.2.8 If any product which was not included in the User's Order is delivered to the User, TMR&D Store shall collect the product from the User.
- 2.2.9 If the User did not receive the product due to delivery issues, he/she shall check with courier service. If required, Users may contact TMR&D representatives for further assistance.
- 2.2.10 In the event the product returned is not damaged, we may at our discretion decide not to replace or refund you for the product and/or we may require you to pay all reasonable carriage costs and servicing costs at our current standard fees and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.
- 2.2.11 TMRND is committed to ensure 100% customer satisfaction and enjoyable experience while making purchases at our E-commerce store. You are able to return any items purchased from our store within 14 working days from receiving the purchase. You may return your items purchased by first emailing to store@tmrnd.com.my and providing us with the following information
- Username of the account that you make purchase from
 - Item Name
 - Date of Purchase
 - Price
 - Address
 - Photos of the items purchased and received from the delivery
- 2.2.12 You may only apply for the refund and/or return of the Item in the following circumstances:
- The Item has not been received by you;
 - The Item received is incomplete (missing quantity or accessories);
 - TMRND has delivered an Item that does not match the agreed specification (e.g. wrong size, colour, etc.) to Buyer;
 - The Item delivered to Buyer is materially different from the description provided by TMRND in the listing of the Item;
 - The Item received is a counterfeit item**;
 - The Item received has physical damage (e.g. dented, scratched, shattered);
 - The Item received is faulty (e.g. malfunction, does not work as intended);

- 2.2.13 To ensure smooth processing of your returning items for refund, please ensure that the product and all accessories included in the products are returned as received by you from the delivery. We request that you take photo of all the products and items to be returned to us.
- 2.2.14 If the items return is due to malfunctions/defects/damaged/wrong items, we will bear the return shipping fee. If the items return due to change of mind, you will bear the return shipping fee.
- 2.2.15 Buyer will only be refunded after TMRND has received the returned Item. The refund will be made to Buyer's credit/debit card or designated bank account, whichever is applicable.

2.3 Warranty Policy

- 2.3.1 Our product comes with warranty period attached to a fix term liability where we will replace our product subject to our manufacturer defect policy.
- 2.3.2 The warranty s subject to the limits and other herein described conditions as indicated on the product sheets.

3 Delivery

- 3.1 TMR&D aims to deliver the product to you at the place of delivery requested by you in your order and with an estimated delivery period of two to 15 working days depending on locations and the efficiency of courier service.
- 3.2 TMR&D shall notify you if we expect to be unable to meet our estimated delivery date, but, to the extent permitted by law, TMR&D shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.
- 3.3 TMR&D delivers in a standard packaging and upon delivery of the product, you may be required to sign for delivery.

4 Intellectual Property and Indemnity

- 4.1 Any information provided by TMR&D is subject to copyright trademark and other proprietary rights and shall not be reproduced, copied, disclosed, provided or resold in either its original form or in any form to any person (other than you).
- 4.2 TMR&D hereby agrees to defend, indemnify, and hold you harmless from any third party claims against you that a service infringes any intellectual proprietary rights of a third party ("IP Claim"), provided that you:
 - You have used the services in accordance with its documentation and the Terms and Conditions of this TMR&D Store;
 - You have promptly notified TMR&D in writing of any such IP claim within fourteen (14) working days of being aware of such a claim or potential claim; and
 - You agree to fully cooperate with TMR&D in the investigation of the IP claim and allow TMR&D S to control and direct, preparation, defence and settlement as it deems fit without any need for further consultation with you.

5 Applicable Law and Arbitration

- 5.1 This Terms and Conditions are governed by the laws of Malaysia, without reference to conflict of laws principles. Any dispute between you and TMR&D regarding this Terms and Conditions will be subject to the exclusive jurisdiction of the courts located in Malaysia and you expressly waive all defences to jurisdiction.

6 Termination

- 6.1 We may, without prior notice to terminate your rights granted under these Terms and Conditions. Upon any termination you shall immediately cease all access to and use of the TMR&D Store.