



**THUNDER MATCH TECHNOLOGY SDN BHD (541512-U)**

*(a subsidiary of Nojima APAC Limited)*

H-G-5 and H-G-6, Connaught Avenue, No. 38, Jalan 9,  
Taman Bukit Cheras, 56000 Kuala Lumpur.

**Tel: 03-2022 5532      Web: [www.tmt.my](http://www.tmt.my)**

## TMT Retail Terms and Conditions

### Definition and Interpretation

- “TMT” refers to Thunder Match Technology Sdn. Bhd. (Company No.: 200101005756 [541512-U]), which business address is presently located at H-G-5 and H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
- “Agreement” and “Terms and Conditions” refers to the official documentation, terms, and conditions outlined in the document herein, which comprehensively outlines the terms, and other essential details for the purchase and sale of Goods and Products in TMT retail stores. This Agreement serves as the governing document and establishes the rights, obligations, and expectations of the Customer, TMT, and any involved parties.
- “Goods” and “Products” encompasses the items, products, merchandise, and any associated parts supplied by TMT under these Terms and Conditions.
- “Customer” pertains to the individual or entity that accepts a quotation or sales offer from TMT for the sale of goods or whose order for goods is accepted by TMT.

### Agreement and Consent to Terms and 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 and 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 and binding.

### Amendments and Updates of Terms and Conditions

- TMT reserves the right to amend, modify, or update these Terms and 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. TMT shall not be liable to provide any form of compensation to Customers in the event of such modifications. Such changes will overwrite any previous terms and will be legally binding.



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- 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 or otherwise interact 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.

## Pricing and 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 in the invoice 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.

## Inspection of Goods and Products

- Customers are required to inspect the goods immediately upon payment at the cashier counter. If any defects or damage are identified, the Customer must notify TMT contemporaneously and provide a receipt for the goods. Failure to do so will absolve TMT of any liability regarding such claims.
- Upon inspection and verification of the product's functionality and condition by the Customer, the Customer acknowledges that once the product is taken out of TMT's premises, it shall no longer be eligible for any further exchange or refund.
- The provisions of the first & second clause under "Inspection of Goods and Products" do not apply to goods designated by TMT as "demo units", or goods labelled as "special offer" or "sale" (or any similar terms used by TMT to denote goods below their Standard Retail Price). Customers must inspect all



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Clearance Goods immediately before the Invoice is issued, and acceptance of the Invoice implied that the Customer has found the Clearance Goods undamaged, in good working order, and satisfactory.

## Title and Ownership

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

## Cancellation, Refunds and Returns

- All goods listed in the invoice are considered sold and are neither refundable nor returnable.
- A cancellation fee of 20% of the goods' price will be imposed for any cancellation of goods sold.
- TMT retains the unequivocal and absolute authority to decline any refund, return, or cancellation requests at its sole discretion. TMT's decisions in these matters are final and binding, with no obligation to provide justification.

## 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>



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- 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 **once**; 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.
- Customers must present their validated e-Invoice copy together with their original Invoice/Receipt 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 and Wearables



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## Data Privacy and 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, personal information and/or data on the product in question. Failure to do so may result in delays in the service or warranty process, and the customer acknowledges that TMT 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.
- By continuing to engage in business with TMT, Customers hereby willingly agree that they have relinquished their rights to seek these damages from TMT and that this is a reasonable allocation of risk.

## 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 and 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 and 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 and 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.



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- Customers also have a duty to inform us of any changes in the information given to TMT.

## Waiver and 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

- This Agreement, together with TMT's "TMT Back-To-Back Orders Terms and Conditions," constitutes a single, unified agreement. Both documents shall be read and enforced as one comprehensive agreement.
- 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.



## TMT Back-To-Back Orders Terms and Conditions

### Definitions

- “TMT” refers to Thunder Match Technology Sdn. Bhd. (Company No.: 200101005756 [541512-U]), which business address is presently located at H-G-5 and H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
- “Agreement” and “Terms and Conditions” refers to the official documentation, terms, and conditions outlined in the document herein, which comprehensively outlines the terms, and other essential details for the purchase and sale of Goods and Products in TMT retail stores. This Agreement serves as the governing document and establishes the rights, obligations, and expectations of the Customer, TMT, and any involved parties.
- “Goods” and “Products” encompasses the items, products, merchandise, and any associated parts supplied by TMT under these Terms and Conditions.
- “Customer” pertains to the individual or entity that accepts a quotation or sales offer from TMT for the sale of goods or whose order for goods is accepted by TMT.

### Payment Schedule

- 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 in the invoice with payment methods accepted by TMT.
- Cash deposits are strictly prohibited as a method of payment for orders. TMT will not accept cash deposits under any circumstances.
- The Payee for any transaction must match the name of the Company/Customer as stated on the Purchase Order provided by the Customer. Payments made by third-party payees, including but not limited to individuals, entities, company directors, or any associated holding companies, will not be considered as valid payment for the order. In the exceptional case where a third part has made payment on behalf of the Company/Customer listed on the Purchase Order, TMT will refund any applicable amounts directly to the originating account from which the payment was received. TMT will not process refunds to any other individual or entity, ensuring that refunds are specifically directed to the account detailed in TMT’s bank statement.
- 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/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/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.





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- 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.

## Delivery and Collection

- All goods are sold on an “as-is” basis, with risk transferring to the Customer when the goods leave TMT’s warehouse or premises. Delivery will be arranged at the Customer’s specified location within Malaysia, provided it is reasonably accessible in TMT’s opinion.
- TMT shall inform the Customer of the expected date of arrival of the Product(s). TMT will make reasonable efforts to meet the agreed-upon delivery dates. However, delivery dates are estimates, and TMT is not liable for delays beyond its control.
- Once the Product(s) leave TMT’s warehouse or premises, TMT shall not be liable for any losses, damages, or expenses resulting from the delay in delivery by courier services for reasons such as Customer requests, inability to accept goods, lack of reasonable access, or factors beyond TMT’s control. In case of delay, the Customer is responsible for any additional charges incurred by TMT. Such delays do not entitle the Customer to cancel or repudiate the contract.
- In the event the ordered Product(s) has been delayed for more than thirty (30) working days from the order date as specified on the Invoice/Quotation, the Customer can request a cancellation with their deposit fully refunded.
- If the Customer chooses to do a Self-Collection, they must collect the ordered Product(s) within fourteen (14) calendar days from the date of stock arrival. Failure to do so will result in additional storage fees and other associated fees that will be borne by the Customer. Any deposit paid by the Customer for their order will also be forfeited. In the event Customers are still purchasing the ordered items after their deposit has been forfeited for whatever reason, Customers are required to pay for the full payment of the Product(s).

## Inspection and Acceptance

- Upon collection and delivery of the Product(s), the Customer is responsible for inspecting the items and confirming that they are undamaged, in working order, satisfactory and meet the agreed-upon specifications.
- Any defects, discrepancies, or damage must be reported to TMT contemporaneously with a receipt of the goods. Failure to do so will absolve TMT of any liability regarding such claims.

## Miscellaneous

- This Agreement, together with TMT’s “TMT Retail Terms and Conditions,” constitutes a single, unified agreement. Both documents shall be read and enforced as one comprehensive agreement.