

TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS BELOW CAREFULLY

Welcome to Asia2buy.com. These Terms of Use describe the terms and conditions applicable to your access and use of the website at <https://asia2buy.com> (each a "Site"). Asia2buy.com is owned and operated under GME eCommerce Sdn. Bhd. (Company Registration No: 201601007964 (1178892-T)). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you", "your" or "User" hereinafter) and the .com entity listed below (referred to as "we", "our", "Company" or "Asia2buy.com" hereinafter).

1. Application and Acceptance of the Terms

- 1.1. By purchasing something from our ecommerce store, you agree to be bound by the terms and conditions contained in this document.
- 1.2. Incorporated into these terms are also the terms and conditions as laid out in our privacy policy and refund policy.

2. Online Shopping

- 2.1. We will take all reasonable care to ensure that the details displayed for a particular item offered for sale are correct at the time when the information was entered onto the system. However, errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation.
- 2.2. We try to display as accurately as possible appearances, colors, textures or finishes, what you will see on your computer monitor or equipment may differ, so we cannot guarantee that images are an accurate representation of the actual goods or services that you are purchasing.
- 2.3. We reserve the right not to accept your order in the event that the item due to one or more of the following reasons, or for a reason not listed below:
 - i. The item you have ordered is out of stock
 - ii. We cannot authorize your payment or have reasonable grounds to suspect your payment may be fraudulent
 - iii. There is a system or procurement failure
 - iv. There has been a pricing or product description error.
- 2.4. When you place an order, you will receive an email confirming the details of your order. This email is not confirmation that your order has been accepted by us. Your order will only be accepted by us once your goods have been dispatched.

3. Delivery

- 3.1. On completing your purchase, you will be presented with one or more options for delivery. Where an estimated timescale for delivery is provided, this is an estimate only and your items may be delayed in being received due to circumstances beyond our control (such as a courier delay, or at busy times).
- 3.2. Delivery of the Products shall be made to the address specified by you in your Order. You agree to bear the risk for any Products wrongly delivered due to incorrect details provided by you.

4. Order Cancellation, Returns and Refund

- 4.1. If you wish to cancel an order you have placed you must contact us immediately to ascertain whether the items have been dispatched or not. Where they have been dispatched, you will need to return the item to us and you will be responsible for paying the cost of returning the items.
- 4.2. You may be entitled to a refund or an exchange on damaged or faulty products, provided you return the item to us within 14 days of your Order being dispatched. All goods shall remain your responsibility until we receive them. We are unable to refund original delivery costs.
- 4.3. Where you have ordered a personalized, perishable or time critical item (such as food, newspapers, event tickets or e-vouchers) you may not be able to cancel for a full refund.

5. Liability for Third Party Websites

- 5.1. The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors.
- 5.2. The Company shall have no liability whatsoever in the event the Company posts any information provided by its partners, or provides reference information or contents provided by a third party at the Website or links on the Website for your convenience, and you visit such third-party sites at your own risk.

6. Liability and Indemnity

- 6.1. Asia2buy.com shall not be liable for any direct, special, indirect or consequential or incidental damages including loss of profit or loss of opportunity as a result of the use of or the inability to use any items that have been ordered on this website.
- 6.2. You agree to indemnify us and our agents, officers, directors and employees, immediately and on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of any of our terms and conditions.
- 6.3. The Company assumes no responsibility for any errors, inaccuracies or omissions whatsoever in the information on the Website and under no circumstances will the Company be liable for any loss or damage by your reliance on information obtained through the Website. It shall be your responsibility to evaluate the accuracy, completeness and usefulness of any information provided, and use of the Website is solely at your own risk.

7. Applicable Law and Jurisdiction

- 7.1. These Terms and Conditions shall be interpreted and governed by the laws of Malaysia without giving effect to any principles of conflict of law, and any disputes arising in connection with this Website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith shall be subject to the non-exclusive jurisdiction of the courts of Malaysia.

8. Amendment of Terms and Conditions

- 8.1. The Company shall be entitled at any time and from time to time, to modify, amend or change the Terms and Conditions as appropriate and at our sole and absolute discretion.
- 8.2. Should any part-term or term be found to be unenforceable then the remainder of the terms and conditions shall continue to have full force and effect as if the invalidated term was not present.
- 8.3. Please cease to use the Website if you are not agreeable to any amendments or modifications of the Terms and Conditions. You agree to use the Website at your own risk, and your use of the Website following any amendment or modification of the Terms and Conditions constitutes your agreement and acceptance to be bound by the same.
- 8.4. Should any delay or failure to comply with our obligations under these terms and conditions arise where it is beyond our reasonable control, we will not be responsible to you for such delay or failure.