

LapasarMall Terms and Conditions

Last Updated: 6 Apr 2026

“LapasarMall” means the e-commerce and marketplace platform accessible at *lapasarmall.com*, owned and operated by **Lapasar Sdn. Bhd.** (“Lapasar”), a company incorporated in Malaysia under Malaysian law with company registration number 201601027289 (1198228-D) and having its registered address at 1A-3 Plaza Mayang, Jalan SS26/9, Petaling Jaya, 47301 Selangor Darul Ehsan. LapasarMall facilitates the listing, marketing, and sale of products by vendors to buyers, and includes an administrative interface that provides procurement-related functionalities, including but not limited to purchase requisition forms, buyer and approver account management, approval workflows, and reporting tools for business users.

“Buyer(s)” means any company, organisation, or authorised representative thereof that accesses or uses LapasarMall for the purpose of browsing, requesting, or procuring goods and/or services listed on the platform. Buyers may utilise the administrative and procurement functionalities available within LapasarMall, including but not limited to setting up and managing user accounts, organisational structures (such as departments), budgets, approval workflows, and other related procurement configurations for their internal use.

1. BINDING AGREEMENT

By accessing, browsing, or using LapasarMall, you acknowledge and agree to be bound by these Terms and Conditions, which constitute a legally binding agreement between you and Lapasar. Such agreement shall take effect immediately upon access or use of LapasarMall, regardless of whether you have registered for an account or completed any transaction on the platform.

2. PAYMENT TERMS & DELAYS

Unless otherwise expressly agreed in writing, all purchases on LapasarMall are on a payment-upon-order (checkout) basis. Lapasar may, at its sole discretion, grant deferred payment terms to selected Buyers, typically large corporations, subject to separately agreed terms and conditions, and/or additional charges, requirements, or approvals.

Where such payment terms are granted, strict and timely payment in accordance with the agreed terms is mandatory. In the event of any delay, default, or failure to adhere to the agreed payment terms, Lapasar reserves the right, without liability and without the need for prior notice, to suspend or stop the processing and/or delivery of any pending orders, revoke any granted payment terms, and/or terminate the Buyer's access to LapasarMall and/or the applicable agreement with immediate effect.

3. DELIVERY DISCLAIMER

Lapasar aims to facilitate delivery of off-the-shelf items within forty-eight (48) hours within Peninsular Malaysia. However, delivery timelines are indicative only and may vary

depending on product availability, location, logistics, and other operational factors. Customised, made-to-order, or specialised (non-off-the-shelf) items may require longer delivery lead times.

All delivery timelines provided are estimates only and shall not be deemed as guaranteed. To the fullest extent permitted by law, Lapasar shall not be held liable for any delays in delivery, regardless of the cause.

4. RIGHT TO REFUSE, SUSPEND & TERMINATE

Lapasar reserves the right, at its sole discretion, to refuse service, suspend Buyer accounts, or terminate access to LapasarMall by providing not less than thirty (30) days' prior written notice. Notwithstanding such termination, all orders that have been placed and not yet delivered as at the date of termination shall continue to be fulfilled in accordance with these Terms.

Lapasar shall retain Buyer data for a period of seven (7) years and may, upon request, provide such data to the Buyer, subject to applicable laws and regulations.

Notwithstanding the above, Lapasar reserves the right to suspend or terminate access immediately, without prior notice, in the event of a serious breach of these Terms and Conditions by the Buyer. For the purposes of this clause, a "serious breach" includes, but is not limited to, improper or unlawful conduct, violation of applicable anti-bribery and corruption (ABC) laws or policies, fraudulent activities, misuse of the platform, or any act that may materially harm Lapasar, its users, or its reputation.

5. PLATFORM AVAILABILITY, MODIFICATIONS & NO WARRANTIES

LapasarMall is provided on an "as is" and "as available" basis. Lapasar makes no representations or warranties of any kind, whether express or implied, regarding the operation, reliability, availability, accuracy, completeness, or fitness for any particular purpose of the platform or its functionalities. To the fullest extent permitted by law, all such warranties are expressly disclaimed.

Lapasar reserves the right, at any time and without prior notice, to modify, update, suspend, or discontinue any part of LapasarMall, including its features, functionalities, or content, without liability to any user. Lapasar does not warrant that access to the platform will be uninterrupted, timely, secure, or error-free, nor that any defects will be corrected.

6. SYSTEM FAILURE & DATA LOSS

Lapasar shall use reasonable efforts to maintain the availability, reliability, and security of LapasarMall, including implementing appropriate technical and organisational measures to minimise downtime, system failures, and to ensure that data is stored securely with backup mechanisms in place.

However, Lapasar does not guarantee uninterrupted or error-free operation of the platform and shall not be liable for any downtime, system interruptions, delays, or

unavailability, nor for any loss, corruption, or deletion of data, whether arising from technical failures, maintenance activities, third-party service providers, or events beyond Lapasar's reasonable control.

Buyers remain responsible for maintaining their own records and backups of any data submitted to or generated through the platform, and to the fullest extent permitted by law, Lapasar disclaims all liability arising from any such system failure or data loss.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Lapasar shall not be liable for any indirect, incidental, special, consequential, or punitive damages whatsoever, including but not limited to loss of profits, loss of data, loss of business, loss of goodwill, or business interruption, arising out of or in connection with the access to, use of, or inability to use LapasarMall.

In no event shall Lapasar's total aggregate liability, whether in contract, tort (including negligence), or otherwise, exceed the total amount paid by the Buyer to Lapasar for the relevant transaction giving rise to the claim.

8. INDEMNITY

The Buyer agrees to indemnify, defend, and hold harmless **Lapasar Sdn. Bhd.**, its directors, officers, employees, and agents from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including legal fees on a full indemnity basis) arising out of or in connection with the Buyer's access to or use of LapasarMall, breach of these Terms and Conditions, violation of any applicable laws or regulations, or infringement of any rights of third parties.

9. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

ACKNOWLEDGEMENT & ACCEPTANCE

By accessing or using LapasarMall, the Buyer acknowledges that it has read, understood, and agrees to be bound by these Terms and Conditions.