

Lapasar - Return & Refund Policy

Proposed Structure

1. Definition of Terms
2. Application for Return/Refunds
3. Requirement for Return/Refunds
4. Steps on requesting for Return/Refunds
5. Rights of Seller
6. Condition of Returning Item
7. Liability of Return Shipping Fee
8. Refund Process (if applicable)
9. Communication Between Buyer & Seller

1. Definition of Terms

Return

Return refers to the structured process in which customers return or exchange unwanted or defective orders purchased. Consumers must not mistake the belief that they are allowed to return orders for a full refund regardless of the circumstances.

Refund

Refund in this context refers to the action of paying back (money), typically to a buyer who is not satisfied with the received goods.

2. Application for Return/Refunds

Subject to the terms and conditions in this Return and Refund Policy and the Terms of Service, Lapasar allows each seller on our platform to specify the number of days they accept returns for each of their products after delivery has been made.

On the marketplace, each product will have return information for buyers to take note of. If the “returns” is not specified, that particular product does not have returns and buyers may not request a return after delivery.

Documents required for a valid Return/Refund:

- Proof of purchase (order number, quotation, invoice, receipt)

- Reason for refund/replacement has to be valid and return acceptance conditions met (check out below)

3. Requirement for Return/Refunds

Buyer may request for a return and/or refund of a product with the following reasons:

- The product has not been received by the buyer;
- The product received is materially different compared to the product listing on the marketplace by the seller;
- The product received does not match the descriptions and specifications stated on the marketplace by the seller;
- The product received was incomplete with missing parts or quantity;
- The product received was a counterfeit item;
- The product received has a damaged packaging, opened and/or has been tampered with, in the event this occurs upon receiving the product, do snap 3 clear photographs to be submitted to both the seller and Lapasar as evidence;
- The product received has physical damages on the product itself;
- The product received was defective, does not work as intended;
- The perishable products received was close to its expiration date (e.g. within 3 months) without the buyer's acknowledgement from the seller (either from product descriptions or other forms of communication);
- The replacement/return/refund of perishable products received that was close to its expiration date (e.g. within 3 months) will be dependent on certain terms and/or circumstances negotiated by the buyer and seller.

Note: The replacement of products shall be dealt with between the buyers and sellers.

To be eligible for a return, the product purchased must be in the same condition as the buyer has received it. The product must also be in its original packaging. In the event that the buyer is unable to resolve any dispute with the seller directly through amicable negotiations, Lapasar reserves the right to suggest and implement an appropriate resolution at its sole discretion.

Lapasar will review each Buyer's application on a case-by-case basis and, in its sole discretion, determine whether Buyer's application is successful.

In the event where Buyer has commenced legal action against Seller, Buyer may provide the formal notification from the appropriate authority to Lapasar to request Lapasar to continue to hold the purchase monies until a formal determination is available. Lapasar will, at its sole and absolute discretion, determine whether it is necessary to continue to hold such purchase monies.

4. Steps on requesting Return/Refunds

- Before GR, the buyer has 7-working days to highlight any order issues. After GR, the buyer has 14 working days to report the order. For the report - 3 clear photographs should be taken of the product to showcase any of the following conditions:
 - 1) wrong product
 - 2) damaged
 - 3) defective
- The product should then be stored in the appropriate facility that suits its nature until pick up is arranged by the Seller.
- In the case of the defective product, in which packaging has been opened, the product should be packed properly to allow for handling by the Seller (EG no loose pieces, spillage etc)
- Once agreed upon, the Seller will arrange a delivery timing for the Buyer's replacement and to pick up the product.
- Lapasar will process the refund in direct transfer within **7-14 working days** directly to Buyers

5. Rights of Seller

When Lapasar receives an application from Buyer for the return of the Item and/or refund, Lapasar will notify Seller in writing. Seller may respond to Buyer's application according to the steps provided by Lapasar in the written notification. Seller must respond within the time-frame stipulated in the written notification (the "Stipulated Period"). Should Lapasar not hear from Seller within the Stipulated Period, Lapasar will assume that Seller has no response to Buyer's application and will proceed to assess Buyer's application without further notice to Seller.

Lapasar will review each Seller's response on a case-by-case basis and, in its sole discretion, determine whether Buyer's application may be successful against the circumstances stated by Seller.

6. Condition of Returning Item

To enjoy a hassle-free experience when returning the Item, Buyer should ensure that the Item, including any complimentary items such as accessories that come with the Item, must be returned to Seller in the condition received by Buyer on delivery. We will recommend Buyer to take a photo of the Item upon receiving it for proof.

7. Liability of Return shipping fee

- In the scenario of an unforeseen error from the seller's end (i.e - damaged, faulty or wrong Item delivered to the buyer), the seller will bear buyer's return shipping fee.
- In the scenario of the buyer's change of mind, buyer shall get seller's consent prior to the return request and buyer will bear the return shipping fee.
- In the scenario where both seller-buyer dispute the party liable for the return shipping fee, Lapasar at its sole discretion will determine the party liable for the return shipping fee.
- Buyers are required to insure the shipment for the value of the merchandise and ship your return with a signature shipping service. Items valued over RM 50.00 must be returned to the Seller with a trackable shipping service.

8. Refund Process (if applicable)

Buyer will only be refunded after Lapasar has received the confirmation from Seller that Seller has received the returned Item. In the event where Lapasar does not hear from Seller within a specified time, Lapasar will be at liberty to refund the applicable sum to Buyer without further notice to Seller. For more information on Seller's response time limits, please verify with the Seller directly. The refund will be made to Buyer's credit/debit card or designated bank account, whichever is applicable.

9. Communication between Buyer & Seller

Buyers and sellers may communicate with each other privately to resolve their differences, but it is recommended to utilize the dispute function on the marketplace. Similarly, please reach out to Lapasar welcome@lapasar.com.