NET METERING (NEM) CONTRACT FOR DOMESTIC CONSUMER

DEFINITIONS

(a) **ACT**
means the Electricity Supply Act 1990 (Act 447) and/or any regulations made thereunder and/or any amendment, revision, modification or enactment made thereto or thereof from time to time for the time being in force.

(b) **BILLING CYCLE PERIOD**
means (i) the period beginning on the commissioning date of the Net Meter and ending on the last day of the following year in which the commissioning date of the Net Meter occurs; and (ii) each twenty-four (24) months' period thereafter during the term of this Contract.

(c) **CHANGE OF TENANCY**
means a change of the registered consumer who is responsible to make payment of electricity bill of an existing TNB's account.

(d) **COMPETENT PERSON**
means a person who holds a Certificate of Registration as an Electrical Contractor issued under the Electricity Regulations 1994.

(e) **CONSUMER**
means any domestic consumer who:
(i) is an individual of a Malaysian nationality or a foreign nationality having residential address in Malaysia;
(ii) is a registered consumer of TNB who has entered into the Electricity Supply Contract;
(iii) is or will be supplied with electricity whereby the Premises are at the material time is connected or will be connected; and
(iv) is operating the Solar PV System at the Premises.

(f) **CONTRACT**
means the contract comprising of terms and conditions hereunder and NEM application form.

(g) **DISPLACED COST**
means the rate per kWh for any excess solar photovoltaic energy generated by the Solar PV System under this Contract.

(h) **ELECTRICITY SUPPLY CONTRACT**
means the existing electricity supply contract entered into between the Consumer and TNB for the supply of electricity in accordance with the Act.

(i) **EXPORT ENERGY**
means the solar photovoltaic energy generated and delivered by the Solar PV System to TNB's system, as measured in kWh by the Net Meter.

(j) **GENERATED AMOUNT**
means an amount (in RM) equal to the Export Energy multiplied by the Displaced Cost.

(k) **IMPORT ENERGY**
means the electricity supplied by TNB and consumed by the Consumer, as measured in kWh by the Net Meter.

(l) **kWp**
means kilowatt peak.

(m) **kWh**
means kilowatt-hour.

(n) **METER INSTALLATION CHARGES**
means an upfront contribution amount payable by a Consumer requiring infrastructure for new supply and/or upgrading of existing infrastructure for additional supply requirement and for the purpose of this Contract, the installation and connection of Net Meter, as approved by the Suruhanjaya Tenaga or any relevant authority.

(o) **NET METER**
means the metering equipment and devices supplied and installed by TNB for the measurement of the Import Energy and the Export Energy.

(p) **PREMISES**
means the residential dwelling unit of the Consumer on which the Solar PV System, the Solar Generated Meter and the Net Meter are installed and located, which property shall not include multi-tenant properties such as but not limited to, condominiums, apartments, hotels or boarding houses and properties used for the purpose of carrying out any business, trades, profession or services.

(q) **SOLAR GENERATED METER**
means the solar generated meter to be procured, installed and owned by the Consumer at the Premises for the purpose of capturing the gross solar photovoltaic energy generated from the Solar PV System.

(r) **SOLAR PV SYSTEM**
means the solar photovoltaic system located at the Premises which generates solar photovoltaic energy utilizing a solar photovoltaic technology as its renewable resources which includes solar photovoltaic modules installed on the rooftop, or garage, or car park or any similar buildings of the Premises, or ground mounted system which is within the compound of Consumer's Premises and as approved by the Suruhanjaya Tenaga, grid-connected inverter, the associated protection and control devices, alternating current and direct current cables and other related devices up to the Consumer's termination point.

(s) **SUPPLIED AMOUNT**
means an amount (in RM) equal to the Import Energy multiplied by the Tariff.

(t) **SURUHAJAYA TENAGA**
means the Suruhanjaya Tenaga established under the Energy Commission Act 2001 and any successor thereof.

(u) **TARIFF**
means the prevailing tariff to be charged to the Consumer for the consumption of electricity, as provided by the Act and approved by the Government of Malaysia.

(v) **TECHNICAL GUIDELINES**
means TNB's technical guidelines as may be amended, revised, modified or supplemented from time to time, which provide the minimum technical, operation and safety requirements in ensuring that the features of the Solar PV System and the Net Meter are compatible with TNB's requirements.

(w) **TNB**
means Tenaga Nasional Berhad (200866-W), a company incorporated in Malaysia under the Companies Act 1965 and having its registered address at Pejabat Setiausaha Syarikat, Tingkat 2, Ibu Pejabat Tenaga Nasional Berhad, No. 129, Jalan Bangsar, 59200 Kuala Lumpur and having branches in Peninsular Malaysia.

A. TERM OF CONTRACT

This Contract shall be effective on the day of the execution hereof by both TNB and the Consumer and shall remain in effect unless otherwise terminated by either party in accordance with the provisions of this Contract.

B. CONSUMER'S COVENANTS

1. CONSUMER DECLARATION

The Consumer shall abide at all times to the Consumer Declaration as stipulated in the NEM application form and the following terms:

(a) To ensure that the Solar PV System complies with the Technical Guidelines, all prevailing statutory requirements and best practices on safety, reliability and power quality of electrical installation as stipulated in the Malaysian Distribution Code and any amendments made thereunder.

(b) The Solar PV System shall incorporate an anti-islanding function to ensure that Solar PV System automatically disconnect from TNB's system during power interruption to allow TNB's personnel to work safely on the TNB's system.

(c) Any other obligations under the Act.

2. REPRESENTATIONS AND WARRANTIES OF THE CONSUMER

The Consumer represents and warrants to TNB that:

(a) The Consumer is an individual domicile and having a residential address in

Malaysia.

(b) The Consumer has full control and possession of the Premises, the Solar PV System and the Solar Generated Meter, including all necessary ownership rights, leases, tenancies, title and/or interest of the Premises, the Solar PV System and the Solar Generated Meter.

(c) The Consumer shall comply with the provisions of all statutes, ordinances, by-laws, regulations and rules for the time being in force affecting the Premises or any constructions, improvements, installations, additions or alterations thereon and forthwith to satisfy all requirements of the municipality or any other local authority with respect to the Premises.

(d) If the Consumer is a tenant of the Premises, the Consumer shall have obtained the prior written consent of the owner of the Premises for the installation and commissioning of the Net Meter.

(e) The Consumer is not bankrupt and/or subject to any pending action or proceeding affecting the Consumer before any court, Government Entity or arbitrator that is likely to affect materially and adversely the financial condition or operations of the Consumer and the ability of the Consumer to perform its obligations hereunder, or that purports to affect the legality, validity or enforceability of this Contract.

(f) The Consumer shall remain a Consumer of record of TNB for its own electricity consumption in good standing at all times, and shall not cause the Solar PV System, the Solar Generated Meter and the Net Meter to be disconnected or removed from the Premises without the prior written consent of TNB.

(g) If the Consumer is a feed-in-approval holder under the Renewable Energy Act 2011, the total capacity that is generated for the purposes of the Renewable Energy Act 2011 and this Contract shall not exceed:

(i) 12kWp for single phase wiring system; and

(ii) 72kWp for three phase wiring system.

(h) The specifications of the Solar PV System shall be as set in the NEM application form. If the Consumer is not a feed-in-approval holder under the Renewable Energy Act 2011, the Solar PV System capacity shall not exceed (i) 12kWp for single phase wiring system and (ii) 72kWp for three phase wiring system. If the Consumer is a feed-in-approval holder under the Renewable Energy Act 2011, the Solar PV System capacity for each type of wiring system described in Clause 2(g) above shall be the difference in kWp between the total capacity as set out in Clause 2(g) above and the capacity of the solar photovoltaic installation installed by the Consumer for the purpose of the Renewable Energy Act 2011.

(i) The Consumer shall have procured the installation of the necessary GPRS broadband signal at the Premises which is required for the remote reading of the Net Meter, if applicable.

(j) The Consumer shall comply with the terms and conditions under this Contract and the provisions under the Act.

(k) The Consumer shall not install and operate virtual net meter which enables the Consumer to allocate the net excess in kWh generated by the Solar PV System to other resident within the vicinity of the Premises.

(l) The Consumer shall immediately notify TNB of any change in the Consumer's personal information as provided for the purpose of this Contract.

(m) The Consumer undertakes to operate and maintain the Solar PV System so as to

be driven only by solar photovoltaic technology.

(n) This Contract constitutes a legal, valid and binding obligation of the Consumer.

3. METER INSTALLATION CHARGE

To pay to TNB a Meter Installation Charge in full (if any) and such payment to be paid before any work of installation and connection of the Net Meter is commenced by TNB, as provided in the Act.

4. DISCONNECTION FEE

In the event the Solar PV System is disconnected from TNB's system and/or electricity supply is disconnected from the Premises, then appropriate fees shall be charged for such disconnection.

5. ACCESS

The Consumer consents with TNB that the authorised employees, servants, agents and/or representatives of TNB shall be permitted to have access to the Premises at reasonable time, manner and circumstances:

(a) To carry out their duties which include but not limited to the construction, installation, inspection, testing and/or reading of the Net Meter, the Solar Generated Meter and/or the Solar PV System or other relevant things relevant to the supply of electricity to the Premises.

(b) To disconnect the Solar PV System from TNB's system and/or the supply of electricity to the Premises upon the occurrence of any of the circumstances as set out in Clause 22.

(c) For entry pursuant to Clause 5(a), TNB shall make good any damage, if any, as a result of such entry.

6. COSTS AND EXPENSES FOR SOLAR PV SYSTEM, NET METER AND SOLAR GENERATED METER

All costs and expenses relating to the procurement, installation, testing, energizing and commissioning of the Solar PV System, the Net Meter and the Solar Generated Meter together with the replacement or any future modification to the Solar PV System, the Net Meter and the Solar Generated Meter shall solely be borne by the Consumer.

7. NO INTERFERENCE OF ELECTRICITY SUPPLY TO OTHER CONSUMERS

(a) To operate and maintain the Solar PV System and/or use electricity supply so as not to interfere with the supply of electricity to any other consumers or TNB's electrical installation.

(b) In the occurrence of the circumstances in Clause 7(a), the Consumer shall make good any loss or damage to TNB and/or made payment for the amount in the reasonable opinion of TNB to be the costs making good for such loss or damage.

8. NO OBSTRUCTION TO TNB'S INSTALLATION

(a) The Consumer shall not create any obstruction and/or undertake any activity in the vicinity of any TNB's electrical installation and/or place any equipment which may endanger life or properties and/or to make any electrical wiring and/or installation to the existing installation without any written permission from the Suruhanjaya Tenaga and/or TNB.

(b) (i) TNB has the right to take any reasonable actions to remove any obstruction created by the Consumer or representative under Consumer's supervision/control.

(ii) TNB shall not be liable to pay any compensation for any losses and/or damages to the Consumer due to the said removal.

9. RESPONSIBILITY TO MAKE GOOD ALL DAMAGES

The Consumer shall pay for all damages on TNB's installation within the Premises due to negligence on the Consumer's part or any persons under the Consumer's control.

10. TERMINATION BY THE CONSUMER

(a) To give TNB a notice in writing and shall be served by:

(i) hand delivery; or

(ii) way of prepaid registered post; or

(iii) any applicable means which shall be determined by TNB.

(b) Termination of this Contract shall be effective three (3) working days after TNB's receipt of termination notice.

(c) Notwithstanding to the above, in the event the actual disconnection cannot be performed by TNB due to inevitable causes, the Consumer shall be liable to pay all charges relating to the electricity consumed until the actual disconnection.

11. TO TAKE SUPPLY OF ELECTRICITY

To take supply of electricity at the Premises according to the Tariff rates pursuant to the provision of the Act.

12. EXCEPTIONS TO ACCEPT THE EXPORT ENERGY

Notwithstanding any other provision in this Contract, TNB shall not be obligated to accept the Export Energy if any of the following circumstances occurs:

(a) for such periods and under such circumstances as TNB thinks fit having regard to public safety and private safety;

(b) any emergency condition occurs;

(c) the Solar PV System delivers the Export Energy which does not conform to the electrical characteristics consistent with prudent utility practices;

(d) TNB interrupts the acceptance of the Export Energy to conduct necessary maintenance of TNB's system or the Net Meter;

(e) any constraint in TNB's system to which the Solar PV System relates;

(f) any dishonest consumption of the electricity by the Consumer or any third person;

(g) any of the force majeure event as set forth in Clause 24;

(h) the disconnection of the Solar PV System from TNB's system due to the failure of the Consumer to pay the amount as stipulated under Clause 21; or

(i) the Consumer is in non-compliance with its obligations under Clause 2.

13. UPKEEP AND MAINTENANCE OF TNB INSTALLATION

The Consumer agrees:

(a) to take steps to ensure that no damage or tampering is caused to the said installation; and

(b) to allow TNB to maintain any electrical installation within the Premises at any time for safety purposes.

If there is any defect or abnormality on the installation, TNB shall have the right to make good the defects without being liable for any damages provided always it is not due to the negligence or willful acts of TNB, its employees or agents.

14. VACATED PREMISES

(a) If the Consumer vacates the Premises without giving any notice to TNB as provided under Clause 10, the Consumer shall be liable to pay all charges of electricity consumed and any charges payable relating to the electricity consumed until the installation is disconnected or upon the termination of this Contract, whichever is the later.

(b) TNB shall have the right not to provide electricity supply to any other premises in which the account is registered under the Consumer's name until the Consumer has made the full payment of the outstanding balance.

15. NON-TRANSFERABLE AND NO SETTING OFF OF CREDIT AMOUNT

(a) The Consumer shall not be entitled to transfer any credit amount as described in Clause 21(c) below to any other accounts of the Consumer or any third party account. For the avoidance of doubt, any remaining credit amount which may be subsisting at the end of each Billing Cycle Period or upon the termination of this Contract, as the case may be, shall be adjusted to zero without any compensation to the Consumer.

(b) The Consumer shall not be entitled to set off any credit amount as described in Clause 21(c) below against any outstanding sums due and payable to TNB under the Electricity Supply Contract.

C. TNB'S COVENANTS

16. LOCATION OF TNB'S INSTALLATIONS

(a) If any removal made to any TNB's installation and equipment which is likely to cause danger as provided under the Act, TNB shall have the right to disconnect electricity supply without notice.

(b) If any relocation made to any TNB's installation and equipment without consent, TNB shall have the right to disconnect the electricity supply without notice and relocate the said installation and equipment with costs borne by the Consumer.

17. INSPECTION BY TNB

(a) TNB may need to inspect and test all installations before connection of the Solar PV System or electricity supply. However, it is the responsibility of the Competent Person appointed by the Consumer to ensure that the installations are safe.

(b) The Consumer shall inform TNB of any proposed extensions or alterations to the installations so that TNB may make inspection and test of the extension or alteration if TNB so desires.

(c) TNB does not accept any responsibility for any loss or damage caused by or occurs during or after test due to any defect in the installation and any test carried out by TNB is for TNB's purposes only and does not imply any warranty that the installation is suitable for the Consumer's purposes or that it fully complies with the Technical Guidelines and the Act or any subsequent amendments made thereunder.

18. TEMPORARY DISCONNECTION

TNB may temporarily disconnect the supply of electricity to the Premises for any purposes in connection with TNB's efficient electricity supply system. TNB shall not be liable to provide any alternative supply to the Consumer after the disconnection.

19. USAGE OF INSTALLATION FOR OTHER CONSUMER

TNB may use its part of the installation to supply electricity to other consumers in the area.

D. MUTUAL COVENANTS

20. EQUIPMENTS AND INSTALLATIONS

Any installation comprising mains and service lines and other ancillary equipment up to and including the Net Meter will be the property of TNB.

21. BILLING AND PAYMENT

(a) TNB shall read the Net Meter on a monthly basis and shall measure the Import Energy and the Export Energy to determine the Supplied Amount and the Generated Amount respectively.

(b) If, during any relevant billing period, (i) the sum of the Supplied Amount and the appropriate charges and taxes exceeds (ii) the sum of the Generated Amount and the appropriate taxes, then the Consumer shall be billed for an amount (in RM) equal to such difference. The bills rendered by TNB to the Consumer shall be paid by the Consumer within the stipulated period.

(c) If, during any relevant billing period, the Generated Amount and the appropriate taxes exceeds the sum of the Supplied Amount and the appropriate charges and taxes, then the Consumer shall be credited for an amount (in RM) equal to such difference in the following billing period.

(d) At the end of each Billing Cycle Period or upon the termination of this Contract, as the case may be:

  (i) any remaining amount as described in Clause 21(b) above shall be billed and paid by the Consumer in accordance with Clause 21(b); and

  (ii) any credit amount as described in Clause 21(c) above which may be subsisting at the end of such Billing Cycle Period or upon the termination of this Contract shall be adjusted to zero without any compensation to the Consumer.

For the avoidance of doubt, if this Contract is terminated prior to the end of a Billing Cycle Period, any credit amount as described in Clause 21(c) above which may be subsisting shall be adjusted to zero without any compensation to the Consumer.

(e) TNB shall have the right to impose surcharge of one per cent (1%) on the outstanding amount calculated until the date of full payment.

(f) The Consumer shall be liable for electricity bills issued by TNB including any unpaid amount insofar as the account is registered under the Consumer's name regardless of any consumption of electricity by any third party.

(g) The Consumer shall be responsible to repay the amount in the bills rendered by TNB including any other relevant charges for any invalid payment made by the Consumer such as false credit card, bounced cheque and any other invalid payment.

(h) In the event the Consumer fails to make payments as required under this Clause 21, TNB shall have the right to disconnect the Solar PV System from TNB's system and/or the supply of electricity to the Premises or any other premises which is registered under the Consumer's name.

(i) The Consumer shall be liable for any arrears of electricity bill and/or loss suffered by TNB by reason of dishonest consumption of electricity supply in all circumstances in accordance with the provisions of the Act.

(j) TNB shall have the right to make adjustment and update of Consumer's account whenever necessary.

(k) TNB shall be entitled to set off any amount due to it under this Contract against any sums due and payable to the Consumer under the terms of this Contract.

22. DISCONNECTION OF SUPPLY

(a) Subject to the Act, TNB shall have the right to disconnect the Solar PV System from TNB's system and/or the supply of electricity to the Premises without giving prior notice in any situations mentioned below:

(i) any default by the Consumer under Clause 23 and such default are not remedied within the stipulated period if any;

(ii) by Court Order/Judgment;

(iii) if in the opinion of TNB that the continuation of the delivery of solar photovoltaic energy by the Solar PV System to TNB's system or the supply of electricity to the Premises will jeopardize the safety, reliability or security of TNB's system or presents an imminent physical threat or endanger the safety, life or health of any person or property;

(iv) upon the receipt of the termination notice indicating the intention to terminate this Contract by either TNB or the Consumer;

(v) any removal made to any TNB's installation and equipment as described in Clause 16(a);

(vi) the occurrence of the circumstances as described in Clause 12(d) or Clause 12(e); or

(vii) any right to disconnect the Solar PV System from TNB's system and/or the supply of electricity to the Premises without notice as provided under the Act.

(b) For the avoidance of doubt, the Consumer hereby irrevocably and unconditionally agrees and acknowledges that:

(i) TNB shall be excused from all its obligations under this Contract in the event TNB exercises its rights to disconnect the Solar PV System from TNB's system and/or the supply of electricity to the Premises in any situations as set out in this Clause 22; and

(ii) TNB shall not be responsible for any loss or damage that may arise as a result of the disconnection of the Solar PV System from TNB's system and/or the supply of electricity to the Premises.

23. EVENT OF DEFAULT

The occurrence of any of the following shall constitute an event of default under this Contract and it is not limited to:

(a) Act or default of the Consumer affecting the efficiency and/or safety of TNB's installation.

(b) The Consumer has failed to comply and/or breach with any provision of this Contract and/or the Act and/or commit any offence under the Act.

(c) The Consumer has obtained consent for the appointment of or the taking of possession by a receiver or liquidator of itself or of all or a substantial part of its property.

(d) The Consumer acknowledges in writing its inability to pay its debt as such debts become due.

(e) The Consumer makes a general assignment or an arrangement or composition with or for the benefit of its creditor.

(f) Instituting a case voluntarily or filing a petition against any party seeking to take advantage of any law relating to bankruptcy, insolvency, restructuring of its debts, winding up or composition.

(g) The Consumer is under receivership or under special administration or liquidation.

(h) The Consumer is declared a bankrupt by the Court.

(i) Upon the Consumer's death.

(j) Failure to pay the amount as stipulated under Clause 21 above.

(k) Any warranty, representation or covenant made by the Consumer in this Contract is false or inaccurate in any material respect.

(l) The occurrence of a Change of Tenancy.

(m) Consumption of electricity in any dishonest manner.

(n) The Consumer fails to comply with any of the provisions stipulated under Clause 1 of this Contract.

(o) The Electricity Supply Contract is terminated for any reason whatsoever.

(p) In the event the Consumer vacates the Premises pursuant to Clause 14(a).

24. FORCE MAJEURE

Neither party shall be liable to the other party for any breach of terms and conditions of this Contract due to any of this event which shall include but not limited to national emergency war, hostilities, riot, civil commotion, earthquake, flood, disposition or by compliance with any order of government, local or any other authorities.

25. INDEMNITY AND NO LIABILITY CLAIM

(a) The Consumer agrees to indemnify and keep indemnified (indemnifying) TNB from and against all and/or any claims, actions, compensations, suits,

proceedings, demands and all legal costs incurred thereby, brought against TNB, its servants or agents by a third party to which TNB shall or may be or become liable in respect of or arising from the performance of this Contract provided always it is not due to the negligence or willful acts of TNB, its employees or agents.

(b) The Consumer hereby agrees that neither TNB nor its employees, servants, agents, representatives shall be liable and/or make good the Consumer in respect of any damage, injury or loss to any of the Consumer's property and/or life arising from any fault of the TNB's system or the Consumer's installation at the Premises unless such damage, injury or loss have been proven as a result of any willful act, negligence, omission and/or failure to comply with any safety measures as provided under any written law.

(c) The Consumer hereby agrees further that TNB shall not be liable for any cost incurred, loss and/or damage of industrial goods, product, property or life of the Consumer as a result of any unavoidable accident, voltage fluctuation, interruption, reduction and/or cessation of the electricity supply, fire or accident that may occur in consequence of the supply of electricity or the use or misuse which is not due to the negligence or willful act of TNB and/or its employees.

26. NOTICES

Unless and otherwise provided under the Act and any Clause stated under this Contract, any notice, demand or other communication which is required or allowed to be given or made under this Contract shall be in writing and shall be served by hand delivery or by way of prepaid registered post or ordinary post or any electronic means as mutually agreed by both parties to the address stated in this Contract. Proof of posting or service of any notice, demand or communication shall be deemed to be duly served:

(a) if service is delivered by hand, at the time of such delivery and duly acknowledged;

(b) if service is by way of post, on the third (3^{rd}) working day after posting thereof; or

(c) if service is delivered by electronic means, at the time of such delivery report.

Provided that the above Clause 26 shall not be applied to the termination of this Contract.

27. REMOVAL OF TNB INSTALLATION

If the Consumer or the proprietor of the Premises requests TNB to remove or relocate the supply line, pole, sub-station, pylon or any other TNB's installation or equipment within or outside the Premises, subject to consent by TNB, all costs of executing the removal or relocation shall be fully borne by the Consumer or the proprietor as the case may be.

28. SERVICES OF LEGAL PROCESS

The service of any legal process shall be by way of prepaid registered post sent to the address as stated in this Contract. Proof of posting shall be regarded as proof of acceptance and the said service shall be deemed to have been duly served and duly received upon the expiry of five (5) days from the date of posting.

29. TERMINATION OF CONTRACT BY TNB

(a) TNB may terminate this Contract at any time upon giving not less than fourteen (14) working days' notice in writing of its intention to do so.

(b) TNB may terminate this Contract under Clause 22(a) by giving fourteen (14) working days' notice from the date of expiry of the remedy period, except for the situations in Clause 22(a)(ii) and Clause 22(a)(iv).

(c) If the Consumer renders to TNB a temporary notice of disconnection of the Solar PV System from TNB's system and/or the supply of electricity to the Premises thereby it shall be deemed as a notice of termination of the Contract and subject to the issuance of notice under Clause 29(a).

(d) If TNB discovers that the information given is false and/or is disputed with the existence of prima facie proof relating to the delivery of solar photovoltaic energy by the Solar PV System and the supply of electricity to the Premises and proven by any applicable laws or court order, TNB shall have the right to terminate this Contract upon giving a written notice of not less than twenty-four (24) hours.

(e) If TNB for any reasons pursuant to any laws or under any direction of the Suruhanjaya Tenaga and/or relevant authority has been given the right to terminate this Contract.

30. CONSEQUENCES OF TERMINATION

On such effective date of termination under Clause 10 or Clause 29,

(a) TNB shall be discharged from any obligations and liabilities under this Contract including any claim for damages without prejudice to TNB's rights to make such claim due to the disconnection of the Solar PV System from TNB's system and/or the supply of electricity to the Premises and the termination of this Contract;

(b) the terms and conditions as specified in the Electricity Supply Contract shall then be applicable; and

(c) this Clause 30 shall survive the termination of this Contract.

31. TRANSFER OF OUTSTANDING AMOUNT AND BALANCE OF DEPOSIT

(a) TNB shall have the right to transfer any outstanding amount of electricity bills from any vacated account of the Consumer to any active account registered under the Consumer's name.

(b) If there is a balance of deposit from the Consumer's vacated account, TNB shall have the right to use the balance of the deposit to adjust for any outstanding amount from whichever active account registered under the Consumer's name.

E. MISCELLANEOUS

32. AMENDMENT, MODIFICATION OR REPLACEMENT

(a) Subject to Clause 32(b), no amendment or other variation to this Contract is binding unless the same is duly effected by an instrument in writing signed by the parties and expressed to be for the purpose of such amendment.

(b) TNB reserves the right to amend, modify, revise or replace the terms and conditions stipulated under this Contract from time to time. TNB may give notice

of amendment to the Consumer in such a manner as TNB reasonably deems appropriate.

33. CHANGE IN ACT

In the event of any change in the Act including but not limited to the application of the Technical Guidelines, TNB may by written notice to the Consumer unilaterally amend the terms and conditions of this Contract in any manner that it deems fit in order to ensure the compliance of the Act and the Technical Guidelines.

34. ASSIGNMENT

The Consumer shall not assign any of the rights or obligations arising under this Contract to any third party without the prior consent in writing of TNB. TNB shall be entitled to assign or transfer its interest, rights and obligations in whole or in part under this Contract without the Consumer's prior written consent and the Consumer hereby agrees to execute such agreement and do such things as may be required by TNB to give effect to such assignment and/or transfer.

35. CONFIDENTIALITY

Except as it is or becomes a part of the public domain, all information provided by either party under this Contract shall be confidential at all times unless specified otherwise in writing.

36. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the Act and any regulations made thereunder including any amendment thereto as well as any other relevant written laws.

37. INSTALLATION OF EQUIPMENT TO GENERATE SOLAR PHOTOVOLTAIC ENERGY

(a) The Consumer shall inform TNB on any equipment installed at the Premises for the purpose of generating solar photovoltaic energy.

(b) If the Consumer is a feed-in-approval holder under the Renewable Energy Act 2011, the equipment installed at the Premises for the purpose of generating solar photovoltaic energy under the Renewable Energy Act 2011 and this Contract shall be deemed separate and not to be used interchangeably.

38. PERSONAL DATA PROTECTION

(a) TNB respect the privacy of all individuals with whom TNB has a contractual relationship. TNB is committed in protecting all personal data kept by TNB. For this reason, TNB has adopted its Personal Data Protection Policy which is in compliance with the Personal Data Protection Act 2010.

(b) The Consumer has read and fully understands TNB's Personal Data Protection Policy which is available at https://www.tnb.com.my/terms-policy/personal-data-protection-policy-pdpa/.

39. SEVERABILITY

If any one or more of the provisions or part thereof contained in this Contract should be or become invalid or unenforceable due to whatsoever reasons this shall not in any way affect or impair the validity or enforceability of the remaining provision hereof.

40. STAMP DUTY

The stamp duty in respect of this Contract shall be borne and fully paid by the Consumer.

41. SUCCESSORS-IN-TITLE

This Contract shall be binding upon the successors-in-title and permitted assigns of the respective parties hereto.

42. TAXES

(a) **Goods & Services Taxes ("GST")**

(i) All amounts stated in this Contract are exclusive of GST, unless otherwise clearly stated that they are intended to be GST inclusive.

(ii) The parties acknowledge and agree that if GST is imposed on any supplies made by the supplier under this Contract, the supplier shall have the right to increase the consideration payable on the supply by an amount equal to the GST imposed. The supplier shall be entitled to recover the increased amount from the recipient of the supply as if the same were part of the consideration of the supply.

(iii) The consideration for such supply shall be increased by an amount calculated as follows:

$$A \times R$$

where :
A is the consideration payable for the supply; and
R is the applicable rate of GST prevailing at the time of supply (expressed as a percentage)
(hereinafter referred to as the "GST Amount").

(iv) The recipient shall pay the GST Amount at the same time and in the same manner as the consideration for the supply provided under this Contract.

(v) The tax invoice, which shall be in the form of a full or simplified tax invoice as per the prevailing GST guide at the material time, to be issued after the imposition of GST and the receipt or any other documents to be issued after the payment for the supply by the supplier to the recipient shall identify the amount of GST payable.

(vi) If a party must reimburse the other party for any cost or expense, the amount to be reimbursed shall be calculated net of any GST input tax credits that the party seeking reimbursement is entitled to in respect of the cost or expense incurred.

(vii) The recipient shall provide a copy of its GST registration number upon execution of this Contract for TNB's reference.

For the purpose of this Clause 42:--

GST means the tax on goods and services as defined under the imposed GST regulation.

(b) **Other Taxes and Levies**

Except as provided for otherwise, the Consumer shall be responsible for all present and future taxes, duties, levies and other similar charges including any related interest and penalties, however designated, arising out or in connection with the supply of any kind imposed by law.

43. TIME PERIOD

Time wherever mentioned shall be the essence of this Contract.

44. WAIVER

Knowledge or acquiescence by TNB of or in breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such acknowledge or acquiescence, TNB shall be entitled to exercise its rights under this Contract.

45. APPLICABILITY OF THE ELECTRICITY SUPPLY CONTRACT

(a) The terms and conditions as specified in the Electricity Supply Contract shall continue in full force and effect during the term of this Contract.

(b) For the avoidance of doubt, in the event of any inconsistency between the terms and conditions of this Contract and the terms and conditions of the Electricity Supply Contract, the terms and conditions of this Contract shall prevail.