

**CATEGORY B CONTRACT - NET OFFSET VIRTUAL AGGREGATION (NOVA) CONTRACT FOR NON-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) **AVERAGE SMP**  
means the monthly average System Margin Price for the daily period between 7:00 hour to 19:00 hour in the immediately preceding month.
- (c) **BILLING PERIOD**  
means (i) the period beginning on the Commissioning Date and ending on the last day of the month in which the Commissioning Date occurs; and (ii) each full month thereafter during the term of this Contract, or such other period as may be approved by the Government of Malaysia from time to time.
- (d) **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.
- (e) **COMMISSIONING DATE**  
means the date on which the Net Meter is commissioned as notified by TNB.
- (f) **COMPETENT PERSON**  
means a person who holds a Certificate of Registration as an Electrical Contractor issued under the Electricity Regulations 1994.
- (g) **CONSUMER**  
means any Non-Domestic Consumer who:  
(i) is a registered consumer of TNB who has entered into the Electricity Supply Contract;  
(ii) is or will be supplied with electricity whereby the Premises are at the material time is connected or will be connected; and  
(iii) is operating the Renewable Energy System on the rooftop of the Premises.
- (h) **CONTRACT**  
means the contract comprising of terms and conditions hereunder and NEM application form.
- (i) **DESIGNATED ENTITY**  
means any Non-Domestic Consumer who:  
(i) is a registered consumer of TNB who has entered into an electricity supply contract;  
(ii) is or will be supplied with electricity whereby its premises are at the material time is connected or will be connected; and

- (iii) is a wholly-owned subsidiary of the Consumer and for the purpose of this paragraph (g), “wholly-owned subsidiary” shall have the meaning assigned to such phrase in Section 6 of the Companies Act 2016.
- (j) **DIFFERENTIAL AMOUNT**  
means an amount (in RM) equal to the difference between the Generated Amount and the Supplied Amount.
- (k) **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.
- (l) **EXPORT ENERGY**  
means the renewable energy generated and delivered by the Renewable Energy System to TNB’s system, as measured in kWh by the Net Meter.
- (m) **GENERATED AMOUNT**  
means an amount (in RM) equal to (i) the lower of the Export Energy and the Maximum Allowable Quantity, multiplied by (ii) the Average SMP or such other rate as may be determined by the Suruhanjaya Tenaga.
- (n) **HIGH VOLTAGE**  
in the context of tariff classification means a supply voltage exceeding the Medium Voltage.
- (o) **IMPORT ENERGY**  
means the electricity supplied by TNB and consumed by the Consumer, as measured in kWh by the Net Meter.
- (p) **INSTALLED CAPACITY**  
means in respect of the Consumer falling under the tariff classification of Low Voltage, Medium Voltage or High Voltage, the installed capacity of the Renewable Energy System shall not exceed the maximum demand of the Consumer’s existing installations and capped at 5MW. Maximum demand shall be determined based on (A) in respect of a consumer with less than one (1) year history of recorded maximum demand, the declared maximum demand, and (B) in respect a consumer with at least one (1) year history of recorded maximum demand, the average of the recorded maximum demand for the immediately preceding one (1) year period.
- (q) **kW**  
means kilowatt.
- (r) **kWh**  
means kilowatt-hour.
- (s) **LOW VOLTAGE**  
in the context of tariff classification means a supply voltage less than 1000 volts.
- (t) **MAXIMUM ALLOWABLE QUANTITY**  
means the maximum quantity of renewable energy generated and delivered by the Renewable Energy System to TNB’s system in a Billing Period, as determined in

accordance with the Technical Guidelines and/or the guidelines as may be issued by the Suruhanjaya Tenaga.

- (u) **MEDIUM VOLTAGE**  
in the context of tariff classification means a supply voltage from 1,001 volts to 50,000 volts.
- (v) **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.
- (w) **MW**  
means megawatt.
- (x) **NET METER**  
means the metering equipment and devices supplied and installed by TNB for the measurement of the Import Energy and the Export Energy.
- (y) **NON-DOMESTIC CONSUMER**  
means any entity:
  - (i) validly existing under the laws of Malaysia and having its address in Malaysia; and
  - (ii) within the commercial, industrial, mining or agriculture tariff classification of Low Voltage, Medium Voltage or High Voltage under the Tariff Book.
- (z) **NEM MONTHLY MINIMUM CHARGE (NMMC)**  
means a monthly charge applicable to the Consumer in the event its monthly total charge for the difference between the Import Energy and the Export Energy is less than the stated amount stipulated in the prevailing Tariff as approved by the Government of Malaysia.
- (aa) **PREMISES**  
means the premises or properties of the Consumer (other than for residential purpose) on which the Renewable Energy System is installed.
- (bb) **RENEWABLE ENERGY METER**  
means the renewable energy meter to be procured and installed at the Premises for the purpose of capturing the gross renewable energy generated from the Renewable Energy System.
- (cc) **RENEWABLE ENERGY SYSTEM**  
means the renewable energy system located on the rooftop of the Premises which fully complies with the Technical Guidelines and the guidelines as may be issued by the Suruhanjaya Tenaga, grid-connected inverter, storage devices (if any), the associated protection and control devices (including but not limited to isolator and relay), alternating current and direct current cables, switches and other related devices up to the Consumer's termination point.

- (dd) **SUPPLIED AMOUNT**  
means an amount (in RM) equal to the Import Energy multiplied by the Tariff.
- (ee) **SURUHANJAYA TENAGA**  
means the Suruhanjaya Tenaga established under the Energy Commission Act 2001 and any successor thereof.
- (ff) **SYSTEM MARGINAL PRICE**  
shall have the meaning given to it in the Guidelines For Single Buyer Market (Peninsular Malaysia).
- (gg) **TARIFF**  
means the prevailing tariff, as provided by the Act and approved by the Government of Malaysia.
- (hh) **TARIFF BOOK**  
means TNB's tariff book as may be amended, revised, modified or supplemented from time to time.
- (ii) **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 Renewable Energy System and the Net Meter are compatible with TNB's requirements.
- (jj) **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 Commissioning Date and shall remain in effect for a term of ten (10) years which expires on the last day of the month in which the tenth (10th) anniversary of the Commissioning Date occurs, unless otherwise terminated in accordance with the provisions of this Contract.

Upon the expiry of the term of this Contract, the Consumer agrees with TNB that the Consumer shall be registered by TNB as self-consumption subject to the guidelines relating to self-consumption as issued by the Suruhanjaya Tenaga.

**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 Renewable Energy 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 Renewable Energy System shall incorporate an anti-islanding function to ensure that the Renewable Energy 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 entity duly organised and validly existing under the laws of Malaysia and having a registered business in Malaysia.
- (b) The Consumer has all requisite power and authority to execute, deliver and perform its obligations under this Contract.
- (c) The Consumer has full control and possession of the Premises, including all necessary ownership rights, leases, tenancies, title and/or interest of the Premises.
- (d) 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.
- (e) 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.
- (f) The Consumer is not insolvent 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.
- (g) 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 Renewable Energy System, the Renewable Energy Meter and the Net Meter to be disconnected or removed from the Premises without the prior written consent of TNB.
- (h) The Consumer is not a feed-in-approval holder under the Renewable Energy Act 2011 and has not participated in any previous solar photovoltaic programme (including but not limited to the net energy metering scheme).
- (i) The total capacity of the Renewable Energy System shall not exceed the Installed Capacity.
- (j) The specifications of the Renewable Energy System shall be as set in the NEM application form.
- (k) 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.
- (l) The Consumer shall comply with the terms and conditions under this Contract and the provisions under the Act.
- (m) The Consumer shall not install and operate virtual net meter which enables the Consumer to allocate the net excess in kWh generated by the Renewable Energy System to other consumer within the vicinity of the Premises.

- (n) The Consumer shall immediately notify TNB of any change in the Consumer's information as provided for the purpose of this Contract.
- (o) The Consumer undertakes to operate and maintain the Renewable Energy System in accordance with the Technical Guidelines and the guidelines as may be issued by the Suruhanjaya Tenaga.
- (p) The Consumer shall immediately notify the Sustainable Energy Development Authority of any change in the Consumer's tariff classification.
- (q) 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 Renewable Energy 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 Renewable Energy Meter and/or the Renewable Energy System or other relevant things relevant to the supply of electricity to the Premises.
- (b) To disconnect the Renewable Energy 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 RENEWABLE ENERGY SYSTEM, NET METER AND RENEWABLE ENERGY METER**

All costs and expenses relating to the procurement, installation, testing, energizing and commissioning of the Renewable Energy System, the Net Meter and the Renewable Energy Meter and the appropriate service fee together with the replacement or any future modification or relocation of the Renewable Energy System, the Net Meter and the Renewable Energy Meter shall solely be borne by the Consumer.

**7. NO INTERFERENCE OF ELECTRICITY SUPPLY TO OTHER CONSUMERS**

- (a) To operate and maintain the Renewable Energy 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 Renewable Energy 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 Renewable Energy System relates;
- (f) the Renewable Energy System delivers the Export Energy in a Billing Period which exceeds the Maximum Allowable Quantity;
- (g) any dishonest consumption of the electricity by the Consumer or any third person;

- (h) any of the force majeure event as set forth in Clause 24;
- (i) the disconnection of the Renewable Energy System from TNB's system due to the failure of the Consumer to pay the amount as stipulated under Clause 21; or
- (j) 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. CHANGE OF CATEGORY**

The Consumer shall not change category from NOVA programme to Net Offset programme unless the following conditions have been satisfied:

- (a) the Consumer shall have been on the NOVA programme for at least twelve (12) months' period;
- (b) the application for change of category from NOVA programme to Net Offset programme has been submitted by the Consumer to TNB with at least three (3) months' advance written notice, and approved by TNB; and
- (c) the Consumer has entered into the Net Offset contract with the duration of such contract having been revised to reflect the remaining period of this 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 Renewable Energy 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 for the measurement of the Import Energy and the Export Energy to determine the Supplied Amount and the Generated Amount respectively. The calculation of the Supplied Amount and the Generated Amount shall be based on the guidelines as may be issued by the Suruhanjaya Tenaga. For the avoidance of doubt, if the Export Energy in any Billing Period exceeds the Maximum Allowable Quantity, then the Export Energy shall be capped at the Maximum Allowable Quantity for the purposes of determining the Generated Amount.
- (b) If, during any relevant Billing Period, the Supplied Amount exceeds the Generated Amount, then the Consumer shall be billed for an amount (in RM) equal to the difference between (i) the sum of Supplied Amount and the appropriate charges and taxes and (ii) the Generated Amount and the appropriate taxes. 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 exceeds the Supplied Amount, then, subject to the provisions of Clause 21(d) hereunder, the Consumer shall be entitled to apportion the Differential Amount into no more than three (3) separate Designated Entities' existing and valid accounts registered under each Designated Entity's name for the purpose of setting

off against electricity bills for the same Billing Period. Notwithstanding the above, the Consumer shall pay any appropriate taxes and charges (if any) in respect of the account is registered under the Consumer's name.

- (d) For the avoidance of doubt, any balance of the apportioned amount in such account of the Designated Entity (after setting off against electricity bills for the same Billing Period) shall be adjusted to zero and not carried forward to the following Billing Period.
- (e) In addition to the total payable amount as stated in any monthly bill for any Billing Period as described under Clause 21(b) and Clause 21(c), the Consumer may be imposed with a grid fixed charge and the appropriate taxes as provided in this Contract, if any.
- (f) Notwithstanding anything hereinbefore mentioned, TNB shall have the right to impose the NEM Monthly Minimum Charge in the event the monthly total charge for the difference between the Import Energy and the Export Energy is less than the stipulated amount in the Tariff Book.
- (g) TNB shall have the right to impose or levy a surcharge at the rate as prescribed under the Act on the outstanding amount calculated until the date of full payment.
- (h) 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.
- (i) 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.
- (j) In the event the Consumer fails to make payments as required under this Clause 21, TNB shall have the right to disconnect the Renewable Energy 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.
- (k) 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.
- (l) TNB shall have the right to make adjustment and update of Consumer's account whenever necessary.
- (m) 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 Renewable Energy 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 renewable energy by the Renewable Energy 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 Renewable Energy 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 Renewable Energy 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 Renewable Energy 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) Upon the Consumer's dissolution.
- (i) Failure to pay the amount as stipulated under Clause 21 above.
- (j) Any warranty, representation or covenant made by the Consumer in this Contract is false or inaccurate in any material respect.
- (k) The occurrence of a Change of Tenancy.
- (l) Consumption of electricity in any dishonest manner.
- (m) The Consumer fails to comply with any of the provisions stipulated under Clause 1 of this Contract.
- (n) The Electricity Supply Contract is terminated for any reason whatsoever.
- (o) In the event the Consumer vacates the Premises pursuant to Clause 14(a).
- (p) Any change of the Consumer in the tariff classification without TNB's written approval.

**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 shall at all times be fully liable to TNB and remain responsible for all damages flowing from any breach or default of any term or obligation in this Contract regardless of whether the Renewable Energy System and the Renewable Energy Meter are installed and owned by a third party or otherwise.
- (c) 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.
- (d) 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<sup>rd</sup>) 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 Renewable Energy 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 renewable energy by the Renewable Energy 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 Renewable Energy 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.

**32. ENVIRONMENT ATTRIBUTE**

The value of any credits or financial benefits which are available or may become available for reductions of "green house gas" emissions earned from the generation of renewable energy by the Renewable Energy System shall be solely for the benefit of the Consumer.

**E. MISCELLANEOUS**

**33. AMENDMENT, MODIFICATION OR REPLACEMENT**

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.

**34. CHANGE IN NOVA PROGRAMME AND/OR THE ACT**

In the event of any change in the NOVA programme and/or the Act including but not limited to the application of the Technical Guidelines or the discontinuation of the NOVA programme as decided by the Government of Malaysia, 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 Government of Malaysia's decision, the Act and the Technical Guidelines.

**35. 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.

**36. CONFIDENTIALITY**

- (a) Except as it is or becomes a part of the public domain or as provided hereunder, all information provided by either party under this Contract shall be confidential at all times unless specified otherwise in writing.
- (b) The Consumer agrees that TNB may disclose all information provided by the Consumer under this Contract (including but not limited to any data or information from the reading of the meters), without limitation to the relevant departments and subsidiaries of TNB, including TNB's agents, advisors and outsource service providers, inside or outside of Malaysia, as well as the Suruhanjaya Tenaga, any other government entity and court or if required by any laws and regulations made thereunder.

**37. 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.

**38. INSTALLATION OF EQUIPMENT TO GENERATE RENEWABLE ENERGY**

The Consumer shall inform TNB on any equipment installed at the Premises for the purpose of generating renewable energy.

**39. PERSONAL DATA PROTECTION**

- (a) Both parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010, its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Contract.
- (b) The Consumer shall not cause or permit the Personal Data to be transferred outside Malaysia without the prior written consent of TNB or the Consumer shall ensure that the cross-border country must have the data protection legislation at least equivalent to the level of protection afforded by the Personal Data Protection Act 2010 (if any).
- (c) The Consumer shall implement adequate technical and organisational security measures to protect the Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.
- (d) The Consumer shall have the obligation to securely dispose of all Personal Data whether in written, electronic or other form or media given by TNB, and certify in writing to TNB that such Personal Data has been disposed of securely, upon expiry or termination of this Contract.
- (e) Upon default, the defaulting party shall be liable for and shall indemnify (and keep indemnified) against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by the aggrieved party which arise directly or in connection with the defaulting party's processing of Personal Data pursuant to this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the data protection legislation by the defaulting party or its employees, servants, agents or representatives.
- (f) 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/>.
- (g) The Consumer shall provide assistance as reasonably requested by TNB in relation to any complaint or request made, including by:
  - (i) providing any information reasonably requested by TNB; and
  - (ii) providing TNB with full details of the complaint or request (if any).
- (h) For the purpose of this Clause 39, the term Personal Data shall have the meaning given to it in TNB's Personal Data Protection Policy.

**40. 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.

- 41. STAMP DUTY**  
The stamp duty in respect of this Contract shall be borne and fully paid by the Consumer.
- 42. SUCCESSORS-IN-TITLE**  
This Contract shall be binding upon the successors-in-title and permitted assigns of the respective parties hereto.
- 43. TAXES**  
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.
- 44. TIME PERIOD**  
Time wherever mentioned shall be the essence of this Contract.
- 45. 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.
- 46. 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.