

EMITSOLAR GENERAL TERMS AND CONDITIONS

BY SIGNING OR ACCEPTING THE PROPOSAL AND/OR THE SERVICE ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. ACCEPTANCE OF THESE GENERAL TERMS

- 1.1 **Digital Signing.** You may accept the Proposal and/or Service Order by (i) clicking on the “I Accept” or “I Agree” button; (ii) signing on a portable digital device; or (iii) responding “I Accept” or “I Agree” to the email attaching the Proposal and/or Service Order.
- 1.2 If the Customer is a legal entity, firm or proprietorship, unless you inform us otherwise, you are deemed to have represented that the individual indicating acceptance on your behalf is permitted by you to do so, and you are estopped from denying such representation.
- 1.3 Any person signing an “Additional Party Addendum” shall be treated as a Customer under these General Terms and shall be jointly and severally liable to carry out the obligations imposed on a Customer in these General Terms.
- 1.4 “Party” refers to either Time or Customer and “Parties” refers to Time and Customer collectively.

2. CUSTOMER ACKNOWLEDGEMENT

- 2.1 Time will install and operate the Solar PV System at the Site as provided in the Service Order and/or the Proposal. By accepting the Service Order and/or the Proposal, you agree to be bound by these General Terms and the following:
- 2.1.1 the terms and conditions of the Proposal and Service Order;
- 2.1.2 the terms and conditions imposed by SEDA from time to time as the implementing agency for the NEM scheme;
- 2.1.3 the terms and conditions imposed by TNB for conversion of the existing electricity system to NEM and other terms and conditions imposed by TNB from time to time; and
- 2.1.4 any other applicable terms and conditions that may be imposed by any Government Authority or Regulatory Authority.
- 2.2 You further agree that: -
- 2.2.1 Time may at its sole discretion, withdraw or reject any offer made in the Proposal and/or Service Order at any time after your acceptance; and
- 2.2.2 Time is not responsible for changes in Applicable Law affecting the Solar PV System's Operation, or the Savings Guarantee.

3. TERM

- 3.1 The term for the Agreement shall commence on the Agreement Date and continue until the NEM End Date stated in the NEM Letter, unless otherwise terminated in accordance with the Agreement (“**Term**”).
- 3.2 Unless otherwise provided in the applicable Service Order, the Agreement shall be automatically renewed for successive periods of one (1) year unless the Customer or Time provides written notice sixty (60) days prior to the expiry of the Term or any successive renewal period of its intention to terminate the Agreement. This clause 3 shall survive expiration or termination of the Agreement

4. REPRESENTATION AND AUTHORISATION; SITE ACCESS; PROPOSAL

- 4.1 You consent to Time conducting a survey on the proposed Site for the preparation of the Proposal and Service Order (“**Site Survey**”).
- 4.2 You authorize Time to process (including to access, obtain, verify and/or use) any data or information relating to your credit information from any source to determine your credit standing. You further acknowledge that the preparation of the Proposal and Service Order, as well as the installation of the Solar PV System, are subject to Time having verified and accessing your credit standing, and any other information provided by you as may be necessary.
- 4.3 You expressly warrant that you and the Site:-
- 4.3.1 are eligible to participate in the NEM program meeting all necessary criteria of the Regulatory Authorities, TNB and Government Authorities;
- 4.3.2 have not participated in any previous solar programs by the Government;
- 4.3.3 have no known existing issues or matters that could hinder the NEM application process; and
- 4.3.4 that the Site’s TNB meter has not been modified, damaged or altered.
- 4.4 You agree that either yourself or another authorized person or representative designated by you shall be present at the Site Survey.
- 4.5 Any issues or concerns regarding the Site’s suitability, if any, shall be communicated to Time prior to installation. You expressly warrant that the Site is suitable and fit for installation of the Solar PV System. In this regard: -
- 4.5.1 if Time identifies any problems or potential problems which may hinder the installation and operation of the Solar PV System either prior to or during the installation, and upon such issues being highlighted to you, you choose to proceed with the installation, you shall indemnify us for any damages, costs or losses that may be caused from such installation (including any additional costs for decommissioning, reinstallation or any other activities required for the proper functioning of the Solar PV System); and

- 4.5.2 Time shall not be held responsible or liable at all times for any damages, losses or liabilities resulting from: -
- (a) unsuitability of the proposed Site for installation of the Solar PV System;
 - (b) pre-existing roof conditions, including structural instability, leaks, or inadequate load-bearing capacity; or
 - (c) roof leaks or structural issues discovered after installation.

- 4.6 Notwithstanding the above, you also acknowledge and agree that the Site Survey conducted for the preparation of the Proposal and Service Order shall not be considered as a comprehensive assessment of the Site, and therefore, certain aspects or conditions of the Site may not have been fully observed, documented, or accounted for.
- 4.7 Time may at its absolute discretion modify or substitute any components (including modifying the proposed Solar PV System capacity) as required depending on the Site condition and availability of the components, provided always that such replaced component(s) is of equivalent specification, application or performance.

5. DELIVERY AND INSTALLATION

- 5.1 To deliver and install the Solar PV System, you agree that:
- 5.1.1 you have the lawful title to the Site and full right to enter into the Agreement;
 - 5.1.2 you shall grant permission to Time and/or Time's representative to enter the Site. If the Site is owned, co-owned or occupied by another person, you warrant that you have obtained their agreement to allow access, installation and operation of the Solar PV System;
 - 5.1.3 you or another authorized representative shall be present at the Site for such delivery and installation and testing and commissioning. In the event of a change of the authorised person, you shall promptly notify Time of such change;
 - 5.1.4 you shall sign all documents and take all actions that Time require to permit the installation of the Solar PV System and to connect the Solar PV System to the electricity grid;
 - 5.1.5 Time may apply for permits required from TNB, Regulatory Authorities, Government Authority, all local government permits and approval or planning requirements for the delivery, installation and operation of the Solar PV System and/or the NEM Application and procedures; and
 - 5.1.6 you shall enter into and comply with all necessary agreements and documents for the NEM Application including entering into a NEM Contract with TNB.
- 5.2 The Solar PV System shall be delivered and installed in the following manner:
- 5.2.1 Solar PV System installation (including equipment) will be carried out by Time at the Site in accordance with the Proposal. If unforeseen circumstances arise during the installation process, you shall reasonably agree to any necessary adjustments to the original proposal;
 - 5.2.2 the installation shall take place on the agreed installation date;
 - 5.2.3 if you decide to withdraw the Proposal and/or Service Order before the arranged installation date, you shall provide written notice of cancellation at least two (2) working days in advance. Should you fail to do so, you shall remit a penalty fee of RM500 to pay the applicable Cancellation Charges;
 - 5.2.4 if you request for additional works or changes, alterations or modifications to the Solar PV System during or after installation is completed (including additional new tests), Time may impose Extra Charges for such works;
 - 5.2.5 testing and commissioning of the Solar PV System shall take place upon successful installation of the Solar PV System and be concluded upon the signing of the Acceptance Form at the date determined by Time;
 - 5.2.6 TNB and any other regulatory bodies may contact you directly to conduct installation and/or upgrading of your existing electricity meter and you shall comply with their instructions;
 - 5.2.7 you shall promptly inform Time of any correspondence with TNB and any relevant regulatory authority, including the receipt of the NEM letter for Time to activate the Solar PV System;
 - 5.2.8 if during the NEM Application, it was discovered that you are required to pay any charges, fees, arrears or penalties to TNB or any Government Authorities or to conduct any rectifications which are not part of the standard NEM Application procedures, you shall promptly settle this amount or conduct such rectifications required; and
 - 5.2.9 NEM testing may be conducted by TNB prior to installation.
- 5.3 You shall assume all risk of loss or damage to the Solar PV System upon completion of installation and upon signing of the Acceptance Form.
- 5.4 Any delivery and/or installation of the Solar PV System is subject to stock availability and partial delivery is allowed. Time may need to change, suspend or cancel the installation or delivery date in the following circumstances:
- (a) where there is a shortage of stock;
 - (b) where there is inclement weather;
 - (c) where the nature of the Site makes it unsuitable for installation, or requires additional equipment to install the Solar PV System; or

(d) any other circumstances as Time deems necessary.

Any scheduled delivery dates are merely an estimate and not a guaranty of the date of delivery.

- 5.5 Time may terminate the Agreement and the Service Order at any time and without liability, if Time determines the installation of the Solar PV System cannot be done due to factors including safety, access, roof condition, excess shading, product availability or potential problems with the NEM application. If you choose to proceed with the installation, you shall indemnify us for any damages, costs or losses that may be caused from such installation (including any additional costs for decommissioning, reinstallation or any other activities required for the proper functioning of the Solar PV System).
- 5.6 Time shall not be liable for any loss, damage, charges, costs, expense and/or claims in connection with any late delivery, suspension, cancellation or termination of the Service Order. There shall be no deduction from payments due to Time for any set-off or counter-claim unless Time agrees in writing.

6. DEFECTS

- 6.1 If any equipment contained within the Solar PV System is defective due to Time's actions or default, the replacement of such equipment shall only be carried out if it is supported by a back-to-back warranty from Time's supplier / manufacturer. In the event it is not supported by a back-to-back warranty from the supplier / manufacturer, the Customer shall bear the cost of such replacement.
- 6.2 Time shall not be responsible or liable for any damage to or defect in the Solar PV System arising out of or in connection with any of the following circumstances (whereby the cost of any repair or replacement, if carried out by Time, shall be fully borne by the Customer):
- 6.2.1 Force Majeure events or other events beyond Time's control that may affect the Solar PV System performance and the Customer's electricity savings;
 - 6.2.2 fair wear and tear of the Solar PV System;
 - 6.2.3 unauthorized modifications or alterations or removal, or damages to the Solar PV System or Site electrical system caused by parties other than Time (including disconnection or suspension by TNB, changes in applicable TNB account or incoming power supply);
 - 6.2.4 failure by the Customer to obey the recommended maintenance and operating procedures specified in the Solar PV System's user manual;
 - 6.2.5 damage to hardware or data contained in the Solar PV System due to customer's negligence, inappropriate operation or intentional damage;
 - 6.2.6 damage to the Solar PV System caused by defects to the Site at which the Solar PV System is installed;
 - 6.2.7 Customer uses the Solar PV System or reverse engineers any part of the system that infringes the intellectual property in the Solar PV System;
 - 6.2.8 any changes and/or events which may result in the system being unable to operate optimally (including any event which reduces the exposure of the Solar PV System to sunlight or any hindrances by third parties or external factors), regardless of whether these are within the control of the Customer; and
 - 6.2.9 the Customer is in breach of its obligations in the Agreement.

7. SYSTEM MONITORING, ACCESS, AND OPERATION

- 7.1 Starting from the Commissioning Date, Time shall be responsible for the standard operations of the Solar PV System at the specified capacity and efficiency level. If Solar Electricity production levels fall below acceptable performance levels, Time will promptly diagnose the issue and take necessary actions to rectify and restore the Solar PV System's performance provided that it is caused by Time's default or negligence. If the Solar PV System is not operating at the specified capacity or efficiency level or if Solar Electricity production falls below acceptable performance levels due to the actions, default or causes attributable to the Customer or other third parties (including due to internet connectivity issues or any of the circumstances described in Clause 6.2 above), the cost of any actions for rectification or restoration of the Solar PV System's performance shall be fully borne by the Customer.
- 7.2 The Customer shall at all times on and after the Commissioning Date:
- 7.2.1 ensure Time have convenient, safe and timely access to all parts of the Site necessary to conduct any required Site inspections to operate, carry out routine maintenance, conduct assurance checks, scheduled maintenance and repair, make modifications (including any testing and commissioning required pursuant to such modifications), upgrade and replace the Solar PV System and its components within the timeframe specified by Time (including in the case of an emergency);
 - 7.2.2 ensure the Site at all times, including its roof, supporting structures and electrical system, are sound for installation, operation and repair of the Solar PV System; and
 - 7.2.3 ensure the Site has an Internet connectivity for the Solar PV System.
- 7.3 You agree to allow Time to remotely monitor the Solar PV System using your home internet connection, which must be maintained in working and acceptable condition, at no cost to Time. You are further required to promptly inform us of any changes that may affect the Solar PV System monitoring.
- 7.4 Time may issue instructions to you at any time, including conducting physical checks or requesting system reboots or shutdowns, which you shall conduct within the timeframe requested. For clarity, any unauthorized shutdown of the system is prohibited.

- 7.5 Time may access the Solar PV System as needed for monitoring or optimization purposes, and may replace or modify the configuration or placement of the Solar PV System to optimize its performance at no cost to the Customer.
- 7.6 Time shall have the right to access the Site to remove, suspend or turn off the Solar PV System immediately in the following situations (and the Customer expressly consents to the same):
 - 7.6.1 a Customer Event of Default occurs;
 - 7.6.2 the Agreement is terminated by the Customer for any reason;
 - 7.6.3 the Customer fails to make any payments or Charges due; or
 - 7.6.4 Time is in receipt of a direction, order or notice issued by TNB, the Government Authority, or the Regulatory Authorities:- (i) requiring Time to suspend or terminate the provision or Operation of the Solar PV System; or (ii) rejecting the Customer's NEM Application for reasons not attributable to Time; or (iii) declaring that the use of the Solar PV System is contrary to Applicable Law.

8. SAVINGS GUARANTEE

- 8.1 During the Term, Time guarantees an annual savings, calculated as the cumulative monthly savings over the specified time frame, as stated in the Proposal through using the Solar PV System ("**Savings Guarantee**"). The savings is derived from (a) your direct utilisation of the Solar Electricity; and (b) export of any unutilised Solar Electricity to the grid via the NEM program. The Savings Guarantee shall only be applicable for electricity consumption charges and excludes Imbalance Cost Pass Through (ICPT), SST, and Kumpulan Wang Tenaga Boleh Baharu (KWTBB) charges.
- 8.2 The Savings Guarantee shall start from the Commissioning Date or any other date determined by Time, up to the NEM End Date specified in the NEM Letter unless otherwise earlier terminated in accordance with this Agreement.
- 8.3 The Savings Guarantee will be assessed annually by Time at the end of each anniversary of the NEM Commissioning Date. Time reserves the right to realign the first anniversary date to coincide with your monthly TNB bill date, with adjustments made on a pro-rated basis. The assessment report will be compiled within 30 days following the anniversary date or adjusted anniversary date ("**Annual Assessment Report**").
- 8.4 The Savings Guarantee shall be based on Solar Electricity generation data from the Solar PV System inverter or other electricity meter installed by Time.
- 8.5 If there are any shortfalls in the Savings Guarantee identified in the Annual Assessment Report, Time will credit the shortfall amount to the Customer's account as rebate in future bills. Time may request for your monthly TNB bills and any other relevant documents for the period of the Savings Guarantee before crediting any rebates.
- 8.6 The Savings Guarantee shall only apply when the Solar PV System is operating at the specified capacity and efficiency level.
- 8.7 The Savings Guarantee is subject to the following: -
 - 8.7.1 limited to the annual Savings Guarantee in the Service Order / Proposal;
 - 8.7.2 the minimum monthly electricity consumption, derived from the Site's electricity bills provided by the Customer for the preparation of the Proposal ("**Minimum Monthly Electricity Usage**"). If the total Site electricity usage falls below the Minimum Monthly Electricity Usage stated in the Proposal, the month(s) where the total consumption is below the Minimum Monthly Electricity Usage will be excluded from the annual Savings Guarantee on a prorated basis. For example, if there are 2 months where the electricity consumption is below the Minimum Monthly Electricity Usage, the annual Savings Guarantee shall be reduced by 16.67% (2 months / 12 months) and the savings for the affected 2 months shall be excluded from the Annual Assessment Report;
 - 8.7.3 the Customer taking reasonable steps to maximise the generation of Solar Electricity;
 - 8.7.4 the Customer using their best endeavours to ensure the Solar PV System is always fully operational;
 - 8.7.5 the Customer granting Time the right of access to the Site and adhering with its obligations as stated in Clause 7.2;
 - 8.7.6 prompt and immediate notification by the Customer to Time and resolution by the Customer of any fault, defects or issues that may impact the Solar PV System;
 - 8.7.7 any changes in government policies, regulations, or tariffs related to electricity consumption and savings;
 - 8.7.8 no internet connectivity disconnection such that Time is unable to conduct continuous monitoring of the Solar PV System;
 - 8.7.9 no disconnection, powering down, manipulation, relocation, dismantling, interfering with, impairing, deactivating, displacing, or causing damage to the Solar PV System in any manner that affects its ability to generate Solar Electricity at acceptable performance level; and
 - 8.7.10 the Savings Guarantee shall not apply to the circumstances described in Clause 6.2 above, whereby Time may suspend, reassess or modify the Savings Guarantee and/or exclude the affected months from the Annual Assessment Reports.

9. CHARGES, INVOICING & PAYMENT

- 9.1 The Customer agrees to pay the Monthly Charges and any Charges as specified in the invoice provided by Time. Time shall be entitled to revise the Monthly Charges at any time upon written notice to the Customer.

- 9.2 All Charges in the Proposal exclude applicable SST or any other form of consumption or withholding taxes (as may be imposed by law from time to time) in respect of the provision of taxable service by a taxable person (as a service provider) to a customer.
- 9.3 If the Customer is required to pay a deposit to Time (as may be specified in the Service Order) and it is not expressly waived, then the following conditions shall be applicable:
- 9.3.1 The deposit paid by you is as security for the due observance and performance by you of the provisions of the Agreement.
- 9.3.2 The deposit amount shall be maintained throughout the Service Order and/or Agreement at such sum as may be specified in the Service Order.
- 9.3.3 The deposit shall not, without Time prior written consent, be deemed to be or treated as payment of the Charges.
- 9.3.4 Time may set off the deposit against any invoices issued and/or Charges due from you. If the deposit is set off by us and the Agreement is not terminated, you shall pay a further sum as deposit of such amount as may be notified by Time.
- 9.3.5 We shall refund the deposit to you within ninety (90) days from the date of expiry, termination or cessation of the Agreement, after deducting any unpaid invoices, outstanding Charges, Balance Charges, Cancellation Costs (if applicable) and/or Termination Charges (if applicable) due from you to us under the Agreement free from any interest.
- 9.4 All refunds, if any, will be made free of interest in Ringgit Malaysia through telegraphic transfer at your indicated bank account, subject to the following: -
- 9.4.1 Refunds may be set-off against any invoices issued and/or Charges due from you.
- 9.4.2 Refunds will be processed within ninety (90) days from the final bill date, or the date of expiry or termination of the Agreement, after deducting any unpaid invoices, outstanding Charges, Balance Charges and Cancellation Charges due from you to us.
- 9.5 Time shall issue a tax invoice to you for the Charges and you shall pay the Charges by the due date stated in the invoices. It shall be your responsibility to request from Time the invoices not received for any given billing period. If you fail to pay the invoice by its due date, Time may impose a late payment charge at the rate not exceeding 1.5% per month calculated monthly from the due date until full settlement. You shall be responsible for all reasonable costs incurred by Time in the collection of any overdue amount.
- 9.6 Payment for Charges shall be made by way of Auto-Debit Payment Service (APS), where:
- 9.6.1 you agree and authorize Time to initiate automated debits from your designated credit card ("**Designated Card**") or bank account for the Charges / Monthly Charges specified in the Service Order ("**Debit Authorisation**").
- 9.6.2 you shall inform Time immediately (and not less than seven (7) days in advance) for any changes to your credit card or bank account information.
- 9.6.3 Time shall not be responsible for any fraud or negligence if enrolment is done using a third-party credit card. You warrant that you are authorised by such third-party to use their credit card and Time shall not be obliged to inquire from you whether the holder has provided such authorisation to you.
- 9.6.4 You understand and agree that if any payment submitted via the APS is rejected, refused, returned, disputed or reversed by the Designated Card issuer for any reason, then Time shall charge a returned item fee and cancel your enrolment in the APS, if applicable.
- 9.6.5 Time and participating financial institutions may terminate your participation in the APS at any time, and without prior notice to you. If Time terminates the APS, the Charges will not be charged to the Designated Card, and it is your responsibility to ensure that the Charges are settled promptly in order to continue receiving the service.
- 9.6.6 If Time does not receive full payment and/or the Monthly Charges due to insufficient balance in your designated credit card / bank account on the payment due date **OR** due to your failure to update Time regarding the change of credit card or bank account information **OR** due to your act of terminating or withdrawing the Debit Authorisation without Time's consent: -
- (a) Time shall have the option to use third party means, including listing you with Credit Reporting Agency, collection agencies and commencing legal proceedings and Time shall be entitled to garnish a sufficient amount from your bank account to fulfil the amount due to Time at a later date;
- (b) Time may increase the number of attempts to charge payment to your credit/debit card/bank account; and
- (c) you shall be in breach of these General Terms and be liable to pay the Balance Charges and any other applicable fees (including collection costs and late payment interest) in full immediately.
- 9.7 All payments made to Time shall be free and clear from all fees, bank and service charges, and without deduction, set off or counter claim.
- 9.8 TIME SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED.

10. RIGHT TO USE THE SOLAR PV SYSTEM; RELOCATION

- 10.1 During the Term, Time grants to you a non-transferable, revocable right to use the Solar PV System for the Term. You shall not sublicense the right to use the Solar PV System or transfer the Solar PV System to a third party without Time's consent.
- 10.2 You may request Time to relocate the Solar PV System, subject to Time's written agreement and to the following conditions:
 - 10.2.1 you shall obtain Time's written agreement at least forty-five (45) working days prior to any such intended relocation;
 - 10.2.2 the relocation shall be conditional upon NEM approval and the terms stipulated by Government Authorities and also approval by TNB;
 - 10.2.3 site assessment to be conducted by Time at the new premise for the installation of the subscribed Solar PV system size;
 - 10.2.4 you must pay Extra Charges for the relocation, including the dismantling, reinstatement of the existing Site and the reinstallation of the Solar PV System at the new location;
 - 10.2.5 the Solar PV System must be relocated to a new address where Time operates its services; and
 - 10.2.6 any damages to the Solar PV System incurred during the relocation shall be excluded from any warranty provided by Time.

If the relocation of the Solar PV System does not adhere to the above conditions and/or is not feasible, Time reserves the right to terminate the Agreement in accordance with the termination clause(s).

11. OWNERSHIP, TITLE AND COVENANTS; OPTION TO PURCHASE

Ownership, Title and Covenants

- 11.1 You agree that Time owns and has full title to the Solar PV System. You shall have no other right, title or interest in or to the Solar PV System.
- 11.2 You shall keep the Solar PV System at all times free and clear from all claims, levies, liens, process, security interest and encumbrances.
- 11.3 You shall not disconnect, dismantle, alter, repair, modify, reverse engineer, decompile or disassemble the Solar PV System in any way.
- 11.4 You shall prior to making any proposed extensions or alterations to the Site, allow Time to recommend modifications to such proposed extensions or alterations relating to the safe and proper operation of the Solar PV System. You shall at all times comply with the recommendations made by Time.
- 11.5 You shall not relocate, initiate or conduct activities that could damage, impair or otherwise adversely affect the Solar PV System or its function.
- 11.6 If you intend to sell, lease, assign, transfer, mortgage, pledge or otherwise alienate or encumber, in whole or in part, the Site (collectively, a "**Transfer**"), you shall give Time at least 3 months' written notice prior to any such intended Transfer. Such notice shall identify the transferee, the portion of Site to be Transferred and the proposed date of such Transfer. Such Transfer shall be subject to Time's consent, the approval of the Regulatory Authorities and/or Government Authority (if applicable) and where applicable, you shall procure that the Agreement be novated to the transferee consented to by Time, and ensure that the transferee executes all documents satisfactory to Time to give effect to such novation. Any Transfer that is carried out which is not in accordance with this Clause 11.6 shall be an Event of Default by the Customer.

Option to Purchase

- 11.7 Upon completion of five (5) years from the Commissioning Date and subject to your compliance of all obligations under the Agreement, you have the option to purchase the Solar PV System by providing written notice to Time, upon which Time shall agree to sell the Solar PV System on terms and conditions to be mutually agreed with you. Such purchase of the Solar PV System shall be on an as-is, where-is basis and Time shall assign to the Customer any manufacturer valid warranties that are in effect as of the date of purchase which are assignable.
- 11.8 You may opt for an extra fixed monthly advance buyout payment over a chosen tenure ("**Advance Buyout Plan**"). The total advanced buyout payments can be used to fully or partially offset the agreed purchase price at the end of the chosen tenure. At any time before the end of the chosen tenure, you can also choose to convert the total advance buyout payments for future Monthly Charges or arrears upon written notice to Time. Upon such conversion, the Advance Buyout Plan as stated in the Service Order shall lapse.

12. SERVICE INTERRUPTIONS OR SUSPENSION

- 12.1 Time does not warrant that the Operation of the Solar PV System is error-free, will achieve the expected functionality, or be without interruption or fault. The operation of the Solar PV System may be interrupted due to (a) emergency, operational necessity or technical necessity; (b) a Force Majeure Event; or (c) acts of third parties. If you are aware of any interruptions, you shall notify Time of such interruptions. Time shall restore the affected Operation(s) as soon as reasonably practicable upon cessation of the above events.
- 12.2 Suspension. If
 - (a) Charges or any invoice remains unpaid or outstanding for the Solar PV System or any other services that are subscribed by the Customer;
 - (b) A Force Majeure Event occurs;
 - (c) Clause 12.1 applies;

- (d) your use of the Solar PV System is not in accordance with Applicable Laws;
- (e) you are in breach of obligations specified in the Agreement; or
- (f) Time is requested or directed by TNB, Governmental Authority or Regulatory Authorities to suspend the Solar PV System,

then Time may suspend or turn-off the Solar PV System after notifying the Customer at least five (5) days before doing so. Time shall not be required to comply with the five (5) day notification period where it is not feasible for Time to do so, as determined in Time's sole discretion. During this period, the Savings Guarantee shall be suspended.

- 12.3 You remain liable to pay all applicable Charges during the period of interruption, suspension or loss of Service(s). You shall also be liable for all the costs and expenses and reconnection charges due to the suspension.

13. DISCLAIMER AND INDEMNITY

- 13.1 THE SOLAR PV SYSTEM IS PROVIDED BY TIME ON "AS IS" BASIS AND TIME HEREBY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND ALL WARRANTIES FOR TITLE AND NON-INFRINGEMENT. TIME SHALL NOT BE LIABLE TO YOU FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED OPERATING EXPENSES) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF TIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS CLAUSE 13 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.
- 13.2 To the extent permitted by law, Time is not responsible for any injury or damage to persons or property which may be caused directly or indirectly, in whole or in part due to installation or operation of the Solar PV System at the Site.
- 13.3 Time shall not be responsible for any losses or damages caused or contributed by either (i) your breach under clause 13.5; or (ii) third-party services or products which you access, use or acquire together with the Solar PV System, nor shall Time be responsible for any losses suffered by you due to any system interruption or suspension.
- 13.4 For the avoidance of doubt, Time's total liability under the Agreement (if any) shall not exceed the aggregate value of the monthly charges payable to Time (excluding any third party recurring charges) for a twelve (12) month period.
- 13.5 You shall indemnify and hold Time harmless against all loss, liability, cost, expense or claim (including reasonable legal expenses) suffered or incurred by Time arising directly or indirectly from or in connection with:
- (a) any failure by you to comply with any of the provisions of the Agreement, Service Order or Applicable Law, third party service providers terms of services, any instructions issued by Time or any appropriate authorities;
 - (b) any claims arising out of any act or omission by you or any unauthorized use of the Solar PV System;
 - (c) any damage to Time property, any damage to any property (including third party's property) or personal injury (including death) attributable to any act or omission by you or any person acting on behalf of you; and
 - (d) all claims, demands, proceedings or fines made or imposed against Time by a third party arising out of or in connection with your breach of these General Terms or use of the Solar PV System.

14. EVENTS OF DEFAULT

Events of Default by Time. The following shall constitute a "**Time Event of Default**" under the Agreement:

- 14.1 Time fails to comply with any obligation of the Agreement and such failure if capable of remedy continues unremedied for a period of sixty (60) days, after receipt of notice of such failure from you.
- 14.2 Time is subject to an Insolvency Event.

Events of Default by the Customer. The following shall constitute a "**Customer Event of Default**" under the Agreement:

- 14.3 The Customer fails to make a payment of any amount which is due and payable under the Agreement within fourteen (14) days after receipt of a notice of non-payment from Time.
- 14.4 The Customer fails to comply with any obligation of the Agreement (other than a payment obligation) and such failure, if capable of remedy, continues unremedied for a period of thirty (30) days, after receipt of notification of such failure.
- 14.5 Any warranty, representation or covenant made by the Customer in the Agreement is false or inaccurate in any material respect.
- 14.6 Any of the following: (i) the Customer is subject to an Insolvency Event; (ii) the Customer infringed or violated any Applicable Law relating to the use of the Solar PV System; (iii) failure to provide Time access and thereby materially affecting the installation, repair or operation of the Solar PV System; (iv) the Site is demolished, destroyed or damaged; (v) termination of the applicable TNB account or termination of the agreement with TNB for whatever reason; (vi) a Transfer is effected which is not in accordance with Clause 11.6.

15. TERMINATION AND SUSPENSION

- 15.1 **Termination by Customer.** Customer may immediately terminate the Service Order or the Agreement (a) due to the occurrence of a Time Event of Default; and (b) the Customer has issued a notice requiring Time to remedy or rectify such Time Event Default within sixty (60) days and Time has failed to do so.
- 15.2 **Termination and Suspension by Time.** Time may immediately terminate and/or suspend the Service Order or the Agreement (a) due to the occurrence of a Customer Event of Default where Time has issued a notice requiring the Customer to remedy or rectify such default within thirty (30) days and the Customer has failed to do so; or if (b) Time is in receipt of a direction, order or notice issued by TNB, the Government Authority and Regulatory Authorities either requiring Time to terminate the provision of the Solar PV System to the Customer, suspend the Operation or declaring that the use of the Solar PV System is contrary to the Applicable Law; or (c) as provided under Clause 5.5.
- 15.3 **Suspension for Force Majeure.** If a Force Majeure Event occurs, the party affected by the event shall promptly notify the other party in writing, providing details of the event and its expected duration. The obligations of the affected party (save for payment obligations) shall be suspended during the period that the Force Majeure Event continues, and such party shall be granted an extension of time for performance equal to the duration of the Force Majeure Event.
- 15.4 **Termination Notices to be in writing.** All notices of termination under this Clause 15 must be in writing and signed by the Party and sent to the other Party.
- 15.5 **Consequences of Termination.**
- 15.5.1 If Time terminates the Agreement pursuant to Clause 15.2 or pursuant to any other provision in the applicable Service Order or the Agreement, **OR** if the Customer terminates the Agreement and/or the Service Order after the Agreement Date but before expiry of the Term for any reason other than a Time Event of Default, then the Customer shall forthwith and within 7 days from the date of termination, pay Time the Balance Charges together with all agreed Charges in arrears up to the date of termination as well as reimburse Time for any expenses reasonably incurred (including but not limited to deposits paid, inspection fees, re-stocking fees for purchased Solar PV System, administration fees and dismantling and reinstatement fees) up to and including the date of termination. This amount may be deducted from any deposit refund and if the amount exceeds the deposit the Customer shall pay Time the balance due within the stipulated period stated in this Clause. If you fail to pay any amounts specified in this Clause by the due date, Time may impose a late payment charge at the rate not exceeding 1.5% per month calculated monthly from the due date until full settlement.
- 15.5.2 If Customer terminates the Agreement pursuant to Clause 15.1 or pursuant to any specific provision in the applicable Service Order, the Customer shall forthwith and within 7 days from the date of termination, pay Time any Charges that are in arrears up to the date of termination.
- 15.5.3 Upon termination of the Agreement and/or the NEM Application fails to be procured due to no fault of the Customer, the Customer shall return the Solar PV System and Time shall have the option to remove the Solar PV System from the Site upon such event. In addition, the Customer shall provide Time with access rights to perform such activities and shall also extend to Time all reasonable assistance in connection with removal of the Solar PV System. Time shall not be liable to the Customer for any losses, damages or expenses suffered for the removal of the Solar PV System.
- 15.5.4 In all cases and where applicable, the Customer shall reimburse Time for all third-party charges, costs and expenses that are imposed on Time for Time to terminate the Solar PV System or services provided by such third parties. The Customer shall be responsible to bear all costs and expenses associated with the removal of the Solar PV System.

16. NOTICE

- 16.1 Any notice, invoice, statement or other communication shall be delivered by electronic mail, hand, courier and/or by prepaid ordinary post to your address as set out in the Service Order or to your last known address in our records.
- 16.2 Notices, demands or other communications shall be deemed effective if (a) by electronic mail, on the day immediately after successful transmission; (b) hand delivery, on the day of delivery; (c) by prepaid ordinary post, five (5) business days after despatch; and (d) by courier, one (1) business day after despatch. If receipt is on a day, which is not a business day, then receipt shall be deemed to occur on the next immediate business day.

17. MISCELLANEOUS

17.1 Anti-Bribery and Corruption.

- 17.1.1 The Customer agrees that:
- it shall comply with all laws and regulations relating to anti-bribery and corruption including the Malaysian Anti-Corruption Commission Act 2009 (“Anti-Bribery and Corruption Laws”);
 - it has read, understood and agreed at all times during the Term to comply with Time’s Business Integrity & Anti-Corruption Policy which can be viewed at www.emitsolar.com (“Time’s Business Integrity & Anti-Corruption Policy”) and which shall form an integral part of these General Terms; and
 - it shall take all measures to prevent corrupt practices, unfair means and illegal activities throughout the Term including maintaining accurate books, records and accounts related to its activities and internal controls.

- 17.1.2 You agree that any non-compliance with Anti-Bribery and Corruption Laws or Time’s Business Integrity & Anti-Corruption Policy shall entitle Time to terminate the Agreement.
- 17.1.3 The Customer agrees to indemnify and hold Time harmless in respect of any claims made against Time arising out of any breach by Customer of this clause.
- 17.2 **Representation.** You represent and warrant that all information furnished by you to Time are correct and accurate and are not false or misleading. Time shall not be required to verify the accuracy or authenticity of such information.
- 17.3 **Variations of Terms.** Time may vary these General Terms at any time by notification to the Customer (“**Variation**”). If the Customer uses and/or continues to use the Solar PV System after the date on which such Variation comes into effect, such use shall be deemed acceptance of such Variation by Customer. If the Customer fails, refuses or neglects to comply with such Variation, this shall be an Event of Default by the Customer and Time shall be entitled to terminate the Agreement and Clause 15.5.1 shall apply.
- 17.4 **Waiver.** A written waiver of any breach, right or remedy is only effective if it is duly signed by the Party granting the waiver. Any failure or delay of a Party to exercise its rights contained herein shall not be deemed as a waiver by that Party.
- 17.5 **Entire Agreement.** Unless otherwise provided in the Agreement, these General Terms, the Service Order and/or the Proposal shall together form the entire Agreement between the Parties.
- 17.6 **Stamp Duty.** The Customer shall bear the applicable stamp duty and any penalties that may be imposed.
- 17.7 **Intellectual Property Rights.** All intellectual property rights attached to the Solar PV System and services are and will remain the property of Time (or its supplier, where such rights are owned by that supplier).
- 17.8 **Assignment.** The Customer shall not assign any rights, interest, remedies and obligations herein without the prior written consent of Time. Time shall be entitled to assign or transfer the Agreement or any of its right and remedies hereunder to any Affiliate without the consent of the Customer.
- 17.9 **Binding Effect:** The Agreement shall be binding upon the permitted assigns and successors-in-title of the Parties.
- 17.10 **Governing Law & Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Malaysia and Parties shall submit to the jurisdiction of the Courts of Malaysia.
- 17.11 **Personal Data and Data Protection.** The Parties shall comply with all Applicable Law relating to privacy and data protection, including the Malaysian Personal Data Protection Act 2010 (Act 709). In this regard: -
- 17.11.1 you agree that Time may share information about your application including your Personal Data (as defined In Personal Data Protection Act 2010) with the relevant authorities (including TNB and SEDA), its authorised agent, representatives and subcontractors, for the purpose of delivering the Solar PV System to you both pre and post installation.
- 17.11.2 You agree that Time shall be entitled to use or disclose any information or data disclosed by you in accordance with Time’s Privacy Notice located at Time website www.emitsolar.com.
- 17.12 **Confidentiality.** All information and documentation provided by Time to the Customer shall be kept as confidential by the Customer at all times.
- 17.13 **Environmental Attributes.** You agree that all environmental attributes, credits or benefits which are available or may become available during the Solar PV System operation shall be transferred to Time. Time shall not be required to seek approval or consent, nor inform the Customer in deriving the benefits of such environmental attributes.
- 18. DEFINITION AND INTERPRETATION**
- 18.1 “Acceptance Form” means either acceptance form, work completion checklist or advice form, or such other document by whatever name evidencing the same.
- 18.2 “Affiliate” means either a subsidiary of the parent company of Time, a subsidiary of such a subsidiary, another subsidiary of the parent company of Time or an associate company of such subsidiary, a subsidiary or associate of Time.
- 18.3 “Agreement” means the Service Order or electronic, digital or online order, order detail form, these General Terms and/or the Proposal.
- 18.4 “Agreement Date” means the date of signing and acceptance of the Service Order by the Customer.
- 18.5 “Applicable Law” means the applicable constitution, law, statute, enactment, ordinance, code, by-law, rule, regulation, order, judgment, policy, guidelines or decree of any government, state or political subdivision thereof, courts, regulator or semi-regulatory or administrative body.
- 18.6 “Balance Charges” means the combined total of (a) Monthly Charges multiplied by the unexpired balance of the Term calculated from the Commissioning Date, and (b) any other outstanding Charges in arrears or to be billed during the Term.
- 18.7 “Cancellation Charges” means those costs that is payable (as determined by Time) if the Proposal and/or the Service Order is cancelled after the Agreement Date but prior to the installation date, or such other date as set out in the applicable documents.
- 18.8 “Charges” may include a registration fee, deposit, one-time charge, Monthly Charges, Extra Charges, buyout payment or any other charges.

- 18.9 “Commissioning Date” means the NEM Commissioning Date stated in the NEM Letter as notified by TNB or any date determined by Time where the Solar PV System is fully operational.
- 18.10 “Customer”, “you” or “your” means the customer identified in the section referred to as either “Applicant Information”, “Customer Information” or “Customer Details” in our Proposal and/or Service Order, online subscription portal or sign-up application.
- 18.11 “Extra Charges” mean either a one-off or recurring charge that may (if applicable) be imposed on Customer;
- 18.12 “Force Majeure Event” means (i) rebellion, civil unrest, riot, acts of terrorism, declaration of war, national emergencies, national disasters, strikes, lock-outs, fire, explosion, acts of God, adverse inclement weather, lightning-strikes, natural disasters, earthquakes, diseases, epidemics, pandemics, quarantines, government lockdowns, public health movement restriction order, occurrence of a power interruption, interruption to supply chain, commercial power failure, disruption of interconnected communications facilities or networks, acts by Government, regulatory bodies, national councils, local authorities or other appropriate authorities or any other event which is beyond the reasonable control of Time; and (ii) which materially affects the services and/or the provision of services to you.
- 18.13 “General Terms” means the terms and conditions in this document.
- 18.14 “Government Authority” means the Government of Malaysia, including any ministry, national or local governmental authority or municipality of Malaysia.
- 18.15 “Insolvency Event” means, with respect to a Party: (i) an order is made or an effective resolution is passed for the winding up, dissolution or bankruptcy of that Party; (ii) a receiver, receiver and manager, judicial manager, provisional liquidator, liquidator, trustee in bankruptcy or like official is appointed over the whole or substantially the whole of the undertaking of that Party; (iii) that Party makes any arrangement for the benefit of or enters into any arrangement or composition agreement with its creditors; (iv) holder of an encumbrance takes possession of the whole or substantially the whole of the property of that Party; or (v) execution is levied against the assets or undertaking of that Party, and a claim may be made accordingly.
- 18.16 “Monthly Charges” means the monthly rental and any other recurring charges stated in the Service Order charged in full on a calendar month basis commencing from the Commissioning Date;
- 18.17 “NEM” refers to Net Energy Metering, a regulatory framework and incentive program established by the Regulatory Authorities, wherein electricity consumers who generate electricity from renewable sources, such as solar photovoltaic (PV) systems, may offset their electricity consumption costs by exporting their surplus Solar Electricity to the grid.
- 18.18 “NEM Application” means all required steps to participate in the NEM program.
- 18.19 “NEM Letter” means the letter issued by TNB to the Customer in relation to the NEM program.
- 18.20 “Operation” means the events that occur when the Solar PV System is (i) mechanically complete and operating and (ii) Solar Electricity is delivered through the Solar PV System's meter and to the Site's designated electrical system.
- 18.21 “Solar Electricity” means the electricity generated by the Solar PV System.
- 18.22 “Solar PV System” means the goods (including any temporary or trial units, instalment of the goods or any parts of them) and services set out in the Service Order which includes the supply, installation, Operation and decommissioning of the solar photovoltaic system and its components.
- 18.23 “Regulatory Authorities” means the energy market regulators in Malaysia, which include Energy Commission of Malaysia, SEDA; and communications industry regulator in Malaysia.
- 18.24 “Proposal” means the design proposal/ preliminary assessment report / site survey report prepared by Time, outlining among others, the proposed specification and/or capacity of the Solar PV System.
- 18.25 “SEDA” means the Sustainable Energy Development Authority Malaysia.
- 18.26 “SST” means either the sales tax imposed under the Malaysian Sales Tax Act 2018 and/or the service tax imposed under the Malaysian Service Tax Act 2018 (including any amendments thereof);
- 18.27 “Service Order” or “Service Order Form” means a service order or order confirmation entered into between the Parties for the Solar PV System, which includes the Proposal;
- 18.28 “Site” means the land, building, premises or structure, where the Solar PV System is to be installed or the services on the Solar PV System are performed.
- 18.29 “Time”, “our” or “we” refers to TIME Energy Sdn Bhd or the entity whose name appears in the footer of the Service Order, and its employees, contractors and authorised third parties.
- 18.30 “TNB” means Tenaga Nasional Berhad.

19. ORDER OF PRIORITY

- 19.1 To the extent that the provisions of the General Terms and the Proposal or Service Order are inconsistent, to the extent possible such provisions will be interpreted so as to make them consistent, and if that is not possible, then the conflict or inconsistency shall be resolved in the following order of priority:
- 19.1.1 these General Terms;
- 19.1.2 Service Order; and
- 19.1.3 Proposal.