

PERMOHONAN BEKALAN ELEKTRIK PERNIAGAAN/BUKAN-DOMESTIK - PENYAMBUNGAN PENJANA PV
 BUSINESS/NON-DOMESTIC ELECTRICITY SUPPLY APPLICATION - PV GENERATOR INTERCONNECTION



UNTUK KEGUNAAN PEJABAT/FOR OFFICE USE

Kod Stesen	<input type="text"/>	No. Sambungan	<input type="text"/>
Kod Bisnes	<input type="text"/>	No. Akaun	<input type="text"/>
No. Kontrak	<input type="text"/>		

BAHAGIAN 1 : UNTUK DIISI OLEH PEMOHON/SECTION 1 : TO BE COMPLETED BY APPLICANT
 (BORANG INI HENDAKLAH DIISI DENGAN HURUF BESAR) : (FORM TO BE COMPLETED IN CAPITAL LETTERS)

1A. BUTIR PEMOHON/APPLICANT'S DETAIL

Gelaran/Salutation (Encik/Puan/Cik/Gelaran Lain _____) (Mr./Mrs./Miss/Other Salutation)	No.K/P Lama/Old IC No.	<input type="text"/>
Nama Pemohon/Applicant's Name	No.K/P Baru/New IC No.	<input type="text"/> atau/
<input type="text"/>	No. Pasport/Passport No.	<input type="text"/> or
<input type="text"/>	No.Pendaftaran Syarikat/No. Perniagaan	<input type="text"/>
Nama Syarikat/Company's Name	Co.Registration No./Business Registration No.	<input type="text"/>
<input type="text"/>		

1B. ALAMAT/ADDRESS

<input type="checkbox"/> Bil dihantar ke/Bill send to	<input type="checkbox"/> Alamat Premis/Premise Address	<input type="checkbox"/> Alamat Surat Menyurat/Mailing Address
Alamat Premis Bagi Permohonan Bekalan Elektrik/Premise Address	Alamat Surat-Menyurat/Mailing Address	Alamat/Address
No. / <input type="text"/> Tingkat / <input type="text"/> No. Lot/No. Pangsapuri / <input type="text"/> No. / <input type="text"/> Floor / <input type="text"/> Lot No./Apartment No.		<input type="text"/>
Bangunan / <input type="text"/> Building		<input type="text"/>
Nama Jalan/Street Name		<input type="text"/>
<input type="text"/>	Poskod / <input type="text"/> Post Code	<input type="text"/>
Taman/Seksyen <input type="text"/> Garden/Section	Bandar / <input type="text"/> Town	<input type="text"/>
Poskod / <input type="text"/> Post Code	Negeri / <input type="text"/> State	<input type="text"/>
Bandar / <input type="text"/> Town	Telefon (R) / <input type="text"/> Telephone (H)	<input type="text"/>
Negeri / <input type="text"/> State	Telefon (P) / <input type="text"/> Telephone (O)	<input type="text"/>
Telefon (R) / <input type="text"/> Telephone (H)	Fax / <input type="text"/> Telefax	<input type="text"/>
Telefon (P) / <input type="text"/> Telephone (O)	E-mel / <input type="text"/> E-mail	<input type="text"/>
Telephone Bimbit / <input type="text"/> Handphone		
Fax/Telefax <input type="text"/>		
E-mel / <input type="text"/> E-mail		
Status Premis/Premise Status		
<input type="checkbox"/> Sendiri/Own <input type="checkbox"/> Sewa/Rent <input type="checkbox"/> Lain-lain/Others		

- Borang permohonan ini diberi secara percuma/This application form is distributed free of charge
- Borang permohonan ini hendaklah diisi dengan pena mata bulat/This application form is to be filled with ball point pen

**1C. MAKLUMAT PENGARAH/KELUARGA ATAU SAUDARA TERDEKAT/
DIRECTOR'S INFORMATION/FAMILY OR RELATED PERSON**

Bil	Nama / Name	No. K/P / IC No.	No. Telefon / Telephone No.	Alamat Rumah / Home Address

1D. JENIS PERMOHONAN/TYPE OF APPLICATION * Sila tandakan (/) pada pilihan / Please select (/)

- | | |
|--|---|
| <input type="checkbox"/> Bekalan Elektrik Baru (Tetap)/New Electricity Supply | <input type="checkbox"/> Penyambungan Penjana PV/ PV Generator Interconnection |
| <input type="checkbox"/> Bekalan Elektrik Tambahan/Additional Electricity Supply | <input type="checkbox"/> Penukaran Pengguna/Penukaran Tarif (Bahagian 2 tidak perlu diisi) / Change of Tenancy/Change of Tariff (Do not fill Section 2) |

1E. JENIS PERNIAGAAN/TYPE OF BUSINESS * Sila tandakan (/) pada pilihan / Please select (/)

- | | |
|---|---|
| <input type="checkbox"/> Persendirian/Sole Proprietorship | <input type="checkbox"/> Berhad/Public Listed |
| <input type="checkbox"/> Perkongsian/Partnership | <input type="checkbox"/> Kerajaan/Government |
| <input type="checkbox"/> Sendirian Berhad/Private Limited | <input type="checkbox"/> Lain-lain/Others |

Aktiviti Perniagaan/Business Activity _____

1F. TARIKH BEKALAN/SUPPLY DATE

Tarikh Bekalan DiMula Tugas/Date Supply Commissioned
Tarikh Sambungan PV/PV Connection Date

/ /
hh/dd bb/mm tttt/yyyy

1G. PERAKUAN PEMOHON/APPLICANT DECLARATION

Dengan ini :

- Saya memperakui bahawa kontraktor yang saya lantik atau yang dilantik oleh Pemaju yang dinamakan di belakang ini adalah kontraktor yang berdaftar dengan Suruhanjaya Tenaga. Saya juga memberi kebenaran kepada kontraktor ini untuk menguruskan kerja-kerja berkaitan dengan permohonan saya ini.
- Saya bersetuju dengan semua syarat bekalan Elektrik TNB seperti di dalam Syarat-Syarat Bekalan bagi pengguna Perniagaan / Bukan Domestik
- Saya bersetuju membayar/menyelesaikan semua bayaran sambungan bekalan (jika berkaitan) dan semua wang cagaran sebelum bekalan diberikan.
- Saya bersetuju membantu TNB untuk mendapat kelulusan tuannya tanah/premis bagi menyambung bekalan ke premis tersebut.
- Saya tiada halangan bagi TNB menggunakan laluan sesalur kakilima di premis saya.
- Saya mengesahkan maklumat yang saya berikan di atas adalah benar dan TNB berhak mengambil apa-apa tindakan yang sewajarnya jika maklumat yang diberikan adalah didapati tidak benar.
- Saya bersetuju bahawa apabila Kontrak ini dikuatkuasakan maka kontrak bekalan elektrik yang terdahulu (sekiranya ada) bagi premis seperti di Bahagian 1 Kontrak ini adalah ditamatkan dan penamatan kontrak terdahulu tidak menjejaskan dan/atau menghalang hak TNB bagi sebarang tuntutan terhadap apa-apa pelanggaran terma dan syarat kontrak terdahulu dan/atau gantirugi terhadap saya, dan/atau wakil saya.

Whereby :

- I hereby attest that the contractor appointed by me/housing developer as named herein is a contractor registered with Energy Commission. I also give permission to the contractor to do all necessary works related to my application.
- I hereby agree to be bound by all terms and conditions relating to electricity supply of TNB as in Condition Of Supply For Business/Non-Domestic Consumers.
- I hereby agree to pay/settle all connection charge (if any) and deposits prior to the electricity supply.
- I hereby agree to assist TNB to obtain the landlord's permission to connect the supply to the said premise.
- I have no objections for TNB to utilise the five-foot mains in my premise.
- I hereby acknowledge that all information given are true and TNB shall have the right to take any action if the information given are false.
- I hereby agree the previous Electricity Supply Contract (if any) for premise as stipulated under Section 1 of this Contract shall be terminate upon the enforcement of this Contract and such termination shall not prejudice and/or preclude TNB's rights to claim for any antecedent breach of the terms and conditions of the Previous Agreement and/or compensation against me and/or any of my representative (s).

Nama Pemohon/Name Of Applicant _____

Tandatangan/Signature _____

Tarikh/Date _____

<p>RM 10 Setem Hasil RM 10 Stamp Duty (Setem Hasil akan dimatikan setelah deposit dibayar sepenuhnya)</p>

PELAN TAPAK/SITE PLAN

PETANDA

- Premis perlu bekalan
- Tiang sediaada
- Cadangan tiang, nyatakan lokasi
- Kuantiti _____ batang
- Cadangan talian, nyatakan
- Bawah tanah _____ meter
- x - x Talian atas _____ meter
- _____ Talian sediaada
- ♣ Pokok perlu ditebang
- ¥ Dahan perlu dicantas
- Punca bekalan
- Cadangan servis, Nyatakan _____ meter

LEGENDS

- Premise that require supply
- Existing Pole
- Propose Pole, indicate location
- Quantity _____ pole
- Proposed line, please specify
- Underground _____ meter
- x - x Overhead line _____ meter
- _____ Existing line
- ♣ Trees to be cut down
- ¥ Branches for clearance
- Source of supply
- Proposed service, Specify _____ meter

Nama Syarikat & Cop, Alamat, No.Tel, No.Sijil Pendaftaran JBEG/ST Company's name & stamp, Address, Tel. No.,Registration Copy Of JBEG/ST

BAHAGIAN 3 : UNTUK KEGUNAAN PEJABAT/SECTION 3 : FOR OFFICE USE

Tarif	Sediada		Deposit (RM)/Bank Guarantee	Sediada		Saiz Jangka	Sediada		Cas Sambungan (RM)	
	Baru			Baru			Baru		No LKKK/BKMM	
			Tambahan						No Kerja/Projek	
			Jumlah							

Tarikh Bekalan Diberikan/Tarikh Kontrak /
 Date of Supply/Contract Date

hh/dd		bb/mm		tttt/yyyy					

Alamat Elektrik/Electrical Address:

No Perkakas Suis/Link No				No Papan Agihan Voltan Rendah / LVDB No				No Peti Pembekal / FP No			

Disemak Kerani Kaunter:	Diluluskan Oleh:
Nama Pekerja _____	Pegawai Yang Dikuasakan _____
No. Pekerja _____	No. Pekerja _____
Tandatangan _____	Tandatangan _____
Tarikh _____	Tarikh _____

Dikeluarkan Oleh Jabatan Perkhidmatan Pengguna & Pemasaran, Bahagian Pembahagian, TNB

General Information

1. 24 hours TNB Hotline - 15454
2. Electricity Bill Payment Channel:
 - Direct Debit – Credit Card
 - Websites (TNB, Banks & Collecting Agencies)
 - Direct Debit – Savings / Current A/C
 - Phone Banking
 - Bulk Payment System
 - Over The Counter (participating banks)
 - Kedai Tenaga
 - One Stop Collection Centres
 - Auto Teller Machine (ATM)
3. For further information please refer to TNB website at <http://www.tnb.com.my>

CONDITIONS OF SUPPLY FOR BUSINESS / NON-DOMESTIC CONSUMERS - PV GENERATOR INTERCONNECTION

DEFINITIONS

1. BUSINESS/NON DOMESTIC CONSUMERS

Any Consumer who applies for electricity for all purposes other than for private dwelling. (Private dwellings are domestic premises, which are not to be used as hotels, boarding houses or for the purpose of carrying out any businesses, trades, profession or services).

2. CONTRACT

Means the Contract of Supply comprising of conditions and TNB application form (PV Generator Interconnection) and PV Generator Interconnection application form provided by Pusat Tenaga Malaysia.

3. CONNECTION CHARGES

A sum of money imposed on the Consumer who requests for new or additional supply, as provided by the Electricity Supply Act 1990.

4. TARIFF

The rates to be charged to the Consumer for the consumption of electricity as referred under Section 3 of this Contract, as provided by the Electricity Supply Act 1990.

5. LIQUIDATED DAMAGES

A sum of money chargeable to the Consumer who fails or cease to take supply for 5 years after signing the supply contract.

6. PROJECT MINIMUM MONTHLY CHARGES (PMMC)

A minimum monthly charge applicable to the Consumer who opt to pay Connection Charges.

7. GUARANTEED MINIMUM MONTHLY CHARGES (GMMC)

A minimum monthly charge applicable to high voltage Consumers who opt not to pay Connection Charges.

8. CONNECTED LOAD CHARGE (CLC)

A penalty imposed on the Consumer after 1 year from the supply date for a duration of 5 years whose maximum demand in any month falls short of the declared maximum demand.

9. LOW VOLTAGE

In the context of tariff classification means a supply voltage from less than 1,000 volts.

10. MEDIUM VOLTAGE

In the context of tariff classification means a supply voltage from 6,600 volts to 66,000 volts.

11. HIGH VOLTAGE (HV)

In the context of tariff classification means a supply voltage from 132,000 volts and above.

12. REGULATOR

Any prevailing Government Agency who acts as a Regulator established under the relevant Acts.

13. TNB

Tenaga Nasional Berhad (200866-W), a company incorporated in Malaysia under the Companies Act 1965 and with its registered address at 129, Jalan Bangsar, 59200 Kuala Lumpur.

14. PHOTOVOLTAIC (PV) SYSTEM

A PV System is a solar photovoltaic powered electricity generating system which includes solar photovoltaic modules, grid-connection inverter, the associated protection and control devices, alternating current and direct current cables and other related devices up to the incoming terminal of the PV meter.

A. CONSUMER'S COVENANTS

1. TO TAKE SUPPLY

To take supply at the premises according to the Tariff rates pursuant to the provision of the Electricity Supply Act 1990.

2. CONNECTION CHARGE

To pay to TNB a Connection Charge in full (if any) and such payment to be paid before any work is commenced by TNB, as provided by the Electricity Supply Act 1990.

3. DISCONNECTION FEE

- a) If the electricity disconnected from the Consumer's due to failure in payment of electricity bill, then appropriate fees will be charge for disconnection.
- b) If the electricity disconnected from the Consumer's Premise due to change of Tenancy or change in tariff, then appropriate fees will be charge for disconnection.

4. HIGH VOLTAGE SUPPLY CONSUMER

The high voltage Consumer shall have an option either to pay Connection Charge or be subjected to GMMC. If the Consumer opts to pay the Connection Charge, the Consumer is subjected to the prevailing PMMC. Notwithstanding the above option, the application of GMMC and PMMC to Consumers other than HV Consumers shall be subjected to the prevailing policy of Connections Charges and Tariff.

5. DEPOSIT

To pay the required deposit to cover the estimated charges for two (2) months supply of electricity before the supply is connected, provided that TNB shall from time to time have the right to revise the amount of Deposit required depending on the amount of charges for consumption of electricity. For a deposit amounting to RM2,000 and above, the Consumer may opt to provide a bank guarantee for the said purpose.

Provided that TNB shall pay to the Consumer subject to such conditions and at such rates may be prescribed a sum equivalent to the annual interest on the cash deposit. Cash deposit rebate shall be pursuant to the Electricity Supply Act 1990

6. UPKEEP THE SERVICE LINES AREA

To give permission to TNB to maintain the said lines within Consumer's premise from time to time for safety reasons and without compensation from TNB.

7. TERMINATION BY THE CONSUMER

To give TNB at least three (3) working days notice in writing of the Consumer's desire to have the installation disconnected.

8. VACATED PREMISE

If the Consumer vacates the premises without giving any notice to TNB as provided under clause 7.0, the Consumer shall be responsible for payment of all electricity consumed and any other charges due until the installation is disconnected or until such time as another Consumer applies for a supply of electricity and enters into a new contract.

9. RESPONSIBILITY TO MAKE GOOD ALL DAMAGE

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

10. NO INTERFERENCE OF SUPPLY TO OTHER CONSUMERS

To use electricity supply so as not to interfere with the supply of electricity to any other Consumers.

11. 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.
- (b)(I) TNB has the right to take any reasonable action to remove any obstruction created by the Consumer or representative under Consumer's supervision/control.
- (b)(II) TNB shall not be liable to pay any compensation for any losses and/or damages to the Consumer due to the said removal.

12. ACCESS

The Consumer agrees with TNB that the authorised employees, servants, agents and/or representatives of TNB shall be permitted to have access to the premises at any reasonable time to:-

- (a) To carry out his duties and/or inspection and/or test and/or construction and or other things relevant to the supply to the Consumer's premises, which is necessary and appropriate for it to do so.
- (b) TNB shall repair any damages if any as a result of such entry pursuant to clause 12 (a).

13. APPLICANT DECLARATION

To abide at all times to the Applicant Declaration as stipulated in Section 1 of the Application Form and as following terms:

- 1. The BIPV Owner should ensure that the BIPV system complies with all prevailing statutory requirements and best practises on safety, reliability and power quality of electrical installation as stipulated in the MS 1837:2006 (Malaysian Standard: Installation Of Grid-Connected Photovoltaic (PV) System)
- 2. BIPV system should incorporate an anti-islanding function to ensure that PV system would not continue to supply power to TNB distribution system so as to allow TNB personnel to work safely on the system during power interruption.
- 3. In the event of an interruption in the TNB's supply system, the BIPV system should automatically disconnect from TNB system.
- 4. BIPV system can only be synchronised to the grid when and only after the supply fully restored.

B. TNB'S COVENANTS

14. TO TAKE SUPPLY

To take supply from the consumer's premise according to the Tariff rates pursuant to the provision of the Electricity Supply Act 1990.

15. USAGE OF INSTALLATION FOR OTHER CONSUMER

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

16. ROUTE

TNB shall determine the position of entry route, and end-connection of the service lines or cable(s) including cut-out fuses, meter(s), etc to the Consumer's premises.

17. TEMPORARY DISCONNECTION OF SUPPLY

TNB may temporarily disconnect the supply for purposes of testing or for any other purpose whatsoever connected with the proper working of TNB's system. TNB is not obliged to provide alternative source of supply upon such disconnection.

TNB may also disconnect the generating unit without prior notice to the BIPV Owner;

- a. to eliminate conditions that constitute a potential hazard to TNB's personnel or general public.
- b. If emergency conditions exist in the TNB's system.
- c. If a hazardous condition affecting other generating units is observed by a utility inspection;
- d. If the generating unit interferes with the TNB's equipment or equipment belonging to other customers of TNB;

C. IT IS HEREBY AGREED BY BOTH PARTIES

18. RISING AND LATERAL MAINS

- (a) For single individual premises, that the part of the installation comprising mains and service lines and other ancillary equipment up to and including the meter(s) will be the property of TNB. The PV meter cost for recording the total sales of electricity to TNB shall be borne by the consumer and form part of the PV system.
- (b) For multitenanted premises where part of the supply is intended for including but not limited to the owner, developer or landlord, and the rest for the tenants in the building, the landlord's supply and each of the tenant's supplies will be separately metered and billed by TNB. The owner, developer, landlord or their respective agents shall provide, own, maintain and repair at his own expense the electrical systems in the buildings including adequate and necessary rising and lateral mains. The design, installation and operating of such electrical systems shall comply with requirements of all the relevant authorities including the Regulator's and TNB's.

19. BILLING AND PAYMENT

- (a) Billing shall be based on the consumption of electricity unit from TNB and the sale of electricity unit to TNB by the consumer and bill issued to the Consumer will be adjusted (if any) in the next monthly bill but for the month of December if there is any accumulative balance of sale of electricity unit to TNB by the Consumer, TNB will not make any adjustments for the next monthly bill except for the first December of contract year.
- (b) All bills rendered by TNB to the Consumer shall be paid by the Consumer within the stipulated period.
- (c) In the event the Consumer fails to pay the bills rendered by TNB, TNB shall have the right to disconnect the supply of electricity to the Consumer at the premise.
- (c) Notwithstanding anything herein before mentioned, TNB shall have the right to impose surcharge of one percent (1%) on the outstanding amount calculated until the date of full payment.
- (d) 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, bounce cheque and any other invalid payment.
- (e) In the event the Consumer fails to make payments on the amount as per Clause 19(a) and 19(d), TNB shall have the right to disconnect supply of the Consumer's premise or any other premise which is registered under the Consumer's name.

20. LIQUIDATED DAMAGES

In the event the Consumer fails or ceases to take supply for five (5) years after signing of this contract, the Consumer shall pay to TNB Liquidated Damages. Provided always that the amount and the payment of Liquidated Damages shall be subjected to the prevailing policy of Connection Charges and Tariff.

21. CONNECTED LOAD CHARGE

The Consumer may be required to pay a Connected Load Charge (if any) when taking supply at medium or high voltage based on the prevailing policy of Connection Charges and Tariff.

22. POWER FACTOR

The Consumer shall at all time use its best endeavor to obtain the highest power factor possible close to unity power factor lagging in the operation of the Consumer's electrical installations. A penalty shall be imposed based on the prevailing rates as approved pursuant to the Electricity Supply Act 1990 and its Regulations, if the power factor in any month falls short of the minimum power factor set under the approved limit.

23. REMOVAL OF TNB INSTALLATION

If the Consumer or owner of the premise request TNB to remove or re-site the supply line, pole, sub-station, pylon, or any other TNB's installation or equipment, all cost of executing the removal or re-siting shall be fully borne by the Consumer or owner as the case maybe.

24. DISCONNECTION OF SUPPLY

TNB shall have the right to disconnect the supply of the Consumer without giving any notice in any situations mentioned below:-

- (a) Any default by the Consumer under Clause 25 and such default are not remedied within the stipulated period.
- (b) By court Order / Judgement.
- (c) If in the opinion of TNB that the continuation of the supply 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.
- (d) Any right to disconnect the supply without notice as provided under the Electricity Supply Act 1990.

25. TERMINATION BY TNB

- (a) TNB may terminate this contract at any time upon giving not less than 14 working days notice in writing of its intention to do so.
- (b) TNB may terminate this Contract under clause 24 by giving 14 working days notice from the date of expiry of the remedy period.
- (c) If the Consumer renders to TNB a temporary notice of disconnection of supply thereby it shall be considered as a notice of termination of the contract subject to the issuance of notice under clause 25 (a).

26. EVENT OF DEFAULT

The occurrence of any one of the following shall constitute an event of default under this Contract:-

- (a) Act or default of the Consumer affecting the efficiency and /or safety of the TNB's installation
- (b) The Consumer fails to comply with any of its other material covenant and any provision under the Electricity Supply Act 1990.
- (c) If the Consumer apply for a consent to 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) If the Consumer admit in writing its inability to pay its debts as such debts become due;
- (e) If the Consumer make a general assignment or an arrangement or composition with or for the benefit of its creditors;
- (f) If the Consumer Commence a voluntary case or file a petition against such Party seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization of its debts, winding up or composition.
- (g) If the Consumer is under receivership or under special administration or liquidation.
- (h) If consumer is declared bankrupt.
- (i) Upon the Consumer resolution or death.
- (j) The Consumer fails to comply with any of the provisions stipulated under clause 13.0 of this contract

If an Event of Default occurs and continuing, TNB may, in addition to any rights described in the specific sections of this Contract, terminate this Contract by giving not less than 14 working days written notice to the Consumer. On and as of such effective date of termination hereof, TNB shall be excused and relieved of all obligations and liabilities under this Contract.

27. INSPECTION BY TNB

- (a) TNB may need to inspect and test all installations before connection of supply. However, it is the responsibility of the Registered Electrical Contractor to ensure that the installations are safe.
- (b) To 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) That TNB does not accept any responsibility for any loss or damage caused by or arising out of any defect in the installation during or after the test and any test carried out by TNB are for TNB's purposes only and do not imply any warranty that the installation is suitable for the Consumer's purposes or that it fully complies with the Electricity Supply Regulations 1994 or any subsequent amendments made thereto.
- (d) All costs for inspection by TNB will be borne by TNB.

28. TRANSFER OF OUTSTANDING AMOUNT & BALANCE OF DEPOSIT

- (a) TNB shall have the right to transfer any outstanding amount of electricity from 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.

29. FORCE MAJEURE

TNB shall not be liable to the Consumer 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.

30. INDEMNITY AND NO LIABILITY CLAIM

- (a) The Consumer agrees to indemnify and keep indemnified TNB from and against all and/or any claims, actions, compensations, suits, proceedings, demands and all legal costs incurred thereby, brought against TNB, its servants or agents by a third party to which TNB shall or may be or become liable in respect of or arising from the performance of this Contract provided always it is not due to the negligence or willful acts of TNB, its employees or agents.
- (b) The Consumer hereby agrees that neither TNB nor its employees, servants, agents, representatives shall be liable and/or make good the Consumer in respect of any damage, injury or loss to any of the Consumer's property and/or life unless such damage, injury or loss have been proven as a result of any willful act, negligence, omission and/or failure to comply with any safety measures as provided under any written law.
- (c) The Consumer hereby agrees further that TNB shall not be liable for any cost incurred, loss and/or damage of industrial goods, product, property or life of the Consumer as a result of any unavoidable accident, voltage fluctuation, interruption, reduction and/or cessation of the electricity supply, fire or accident that may occur in consequence of the supply or the use or misuse which is not due to the negligence or willful act of TNB and/or its employees.

D. MISCELLANEOUS

31. GOVERNING LAW

This Contract will be governed by and construed in accordance with the Electricity Supply Act 1990 and any regulations made thereunder including any modification thereof.

32. AMENDMENT, MODIFICATION OR REPLACEMENT

This Contract shall not be amended, modified and/or replaced at any time by either Party unless upon mutual agreement of the Parties.

33. 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.

34. 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.

35. TIME PERIOD

Time wherever mentioned shall be the essence of this Contract.

36. SUCCESSORS-IN-TITLE

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

37. STAMP DUTY

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

38. 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.

39. INSTALLATION OF EQUIPMENT TO GENERATE ELECTRICITY

The Consumer shall inform TNB on any equipment installed at his premise for the purpose of generating electricity. Application for the purpose of generating electricity from PV system including the connection to TNB system shall be submitted to TNB using the PV Generator Interconnection application form.

40. POWER QUALITY

The Consumer shall use its best endeavour to ensure all its electrical installations have sufficient ride-through capability against slight voltage transient and shall not generate other significant power quality voltage signatures that might have detrimental effects to the electrical supply system.