

SOLAR PV SYSTEM PURCHASE 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 TERMS

- 1.1 **Digital Signing.** You may accept the Proposal and/or Service Order and these Terms in any form including 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” or words with similar effect to the email, text or any message received on any messaging platforms 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 a “Co-Signer Letter” shall be treated as a Customer under these Terms and shall be jointly and severally liable to carry out the obligations imposed on a Customer in these Terms.
- 1.4 “Party” refers to either Time or Customer and “Parties” refers to Time and Customer collectively.

2. CUSTOMER ACKNOWLEDGEMENT

- 2.1 Unless otherwise provided under Applicable Law, Time’s responsibility under this Agreement shall be limited to:
 - 2.1.1 supply and installation of the Solar PV System as stipulated in the Proposal;
 - 2.1.2 conducting the necessary procedure for the Solar Energy Program application;
 - 2.1.3 where applicable, providing the maintenance or monitoring services set out in the Service Order and/or Proposal; and
 - 2.1.4 the applicable warranties provided by Time as stipulated in the Service Order and/or Proposal.
- 2.2 Time will install 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 Terms, the terms and conditions of the Proposal and Service Order and any applicable terms that may be imposed by any Regulatory Authority, Relevant Approving Party or Government Authority. 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;
 - 2.2.2 Time is not responsible for changes in Applicable Law affecting the Solar PV System's installation or Operation; and
 - 2.2.3 all figures set out in the Proposal are estimates only and where applicable, are based on an annual average.

3. REPRESENTATION AND AUTHORISATION; SITE ACCESS

- 3.1 You consent to Time conducting a survey on the proposed Site for the preparation of the Proposal and Service Order (“**Site Survey**”) and grant Time’s surveyors full access to areas necessary for the Site Survey (including access to the interior of any buildings located on the Site and any surrounding or exterior areas).
- 3.2 You authorise Time to process (including to access, obtain, verify and/or use) your credit and financial information from any source, including credit reporting agencies, financial institutions, and other third parties, for the purposes of assessing your eligibility for the Solar PV System, conducting the Site Survey and to determine your credit standing. You agree to us sharing such information with our Representatives, credit assessment providers, Regulatory Authorities, Relevant Approving Parties and Government Authorities. Failure to provide accurate information or to consent to such assessments may result in us declining your application, terminating the Agreement, postponing the Site Survey and/or installation. We will only access, obtain and process your credit and financial

information where this is necessary to verify your credit standing in accordance with our internal policies.

- 3.3 You consent to Time applying for any necessary approvals, permits, or consents required for conducting the Site Survey and the installation and Operation of the Solar PV System. This includes, but is not limited to, obtaining permissions, applying for permits (including local government permits and approval or planning requirements) required from the Regulatory Authorities, Relevant Approving Parties and Government Authorities or fulfilling any other obligations in relation to the Site Survey and installation from such authorities. You shall promptly provide any information, documentation, or assistance reasonably required by Time upon request. Time will keep you informed on the progress of the application and respond to any information or other requests from the relevant authority. For clarity, if the Site is located within a gated community or subject to a homeowners' association, you shall be responsible for obtaining the necessary approvals for installation.
- 3.4 You expressly warrant that:-
 - 3.4.1 you are eligible to participate in the Solar Energy Program as specified in the Proposal or Service Order;
 - 3.4.2 the Site is a residential property used solely for your own stay and is not and shall not be used for any commercial, rental, industrial or business purpose;
 - 3.4.3 you will use the Solar PV System for personal use only;
 - 3.4.4 you and the Site have not participated in any previous Solar Energy Program;
 - 3.4.5 you and the Site have no known existing issues or matters that could hinder the Solar Energy Program application process;
 - 3.4.6 the Site's TNB meter has not been modified, damaged or altered; and
 - 3.4.7 you will disclose to us immediately upon becoming aware that the Solar PV System is not used for personal use.
- 3.5 You agree that either yourself or another authorized person or representative designated by you shall be present at the Site Survey.
- 3.6 Time will measure, record and photograph various sections of the property on the Site (e.g. roof, walls, and electrical systems, current reading) necessary for the survey for documentation, assessment and future reference for installation of the Solar PV System and you expressly consent to Time doing so.
- 3.7 Time may also request access to inspect and document the interior of the Site during the Site Survey, the installation period or at any other reasonable time to check for any existing water leaks or any other issues relating to the Solar PV System. If such access is not provided, Time shall not be responsible for any claims related to water leaks or other claims after the installation of the Solar PV System.
- 3.8 Any issues or concerns regarding the Site's suitability, if any, shall be communicated to Time immediately which may be prior to or during installation. You expressly warrant that the Site is suitable and fit for installation of the Solar PV System. In this regard: -
 - 3.8.1 if Time identifies any problems or potential problems which may hinder the installation 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
 - 3.8.2 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 and Operation of the Solar PV System;

- (b) any issues which may hinder installation on the Site or make it unsuitable for Operation of the Solar PV System;
 - (c) pre-existing roof conditions, including structural instability, leaks, or inadequate load-bearing capacity;
 - (d) leaks or structural issues discovered during or after installation not due to Time's fault; or
 - (e) any consequential damage due to pre-existing Site conditions.
- 3.9 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.
- 3.10 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. Notwithstanding any such changes to the Solar PV System, our warranty shall remain limited to the original system as installed.

4. DELIVERY AND INSTALLATION

- 4.1 To deliver and install the Solar PV System, you agree that:
- 4.1.1 you have the lawful title to the Site and full right to enter into this Agreement;
 - 4.1.2 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 and installation of the Solar PV System;
 - 4.1.3 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;
 - 4.1.4 you shall sign all documents and take all actions that Time requires to permit the installation of the Solar PV System and to connect the Solar PV System to the electricity grid;
 - 4.1.5 Time may obtain permissions, apply for permits required (including all local government permits and approvals or planning requirements) from Regulatory Authorities, Relevant Approving Parties and Government Authorities for the delivery and installation of the Solar PV System; and
 - 4.1.6 you shall enter into and comply with all necessary agreements and documents for the Solar Energy Program application.
- 4.2 The Solar PV System shall be delivered and installed in the following manner:
- 4.2.1 Solar PV System installation (including equipment) will be carried out by Time at the Site in accordance with the Proposal and Time Standard Installation Specifications. Any installation requirements or processes that are not in accordance with Time Standard Installation Specifications shall be subject to Extra Charges. If unforeseen circumstances arise during the installation process, you shall reasonably agree to any necessary adjustments to the original proposal;
 - 4.2.2 the installation shall take place on the agreed installation date subject to pre works inspection of the Site and weather conditions not impeding the installation;
 - 4.2.3 if you decide to withdraw from the Proposal and/or Service Order before the arranged installation date, you shall provide written notice of cancellation at least seven (7) working days in advance. Should you fail to do so, we may at our discretion charge a Cancellation Charge of RM1,000 (where permitted under Applicable Law) or forfeit any booking fee that you have paid, where applicable;
 - 4.2.4 if Time is unable to proceed with the installation due to:

- (a) material differences between your representations during the Site Survey and the Site's actual condition; or
- (b) failure to disclose information to Time during or after the Site Survey that may hinder the installation of the Solar PV System or the Solar Energy Program application; or
- (c) any pre-existing Site condition which may result in non-compliance with existing Applicable Laws or any Site condition that was not apparent during the Site Survey,

Time, at its sole discretion, may impose a Cancellation Charge of RM 1,000 in such circumstances (where permitted under Applicable Law) or forfeit any booking fee that you have paid, where applicable;

- 4.2.5 if Time discovers any issues during the installation and commissioning that will need to be addressed prior to the installation that was not apparent during the Site Survey, Time would inform you of the issue and discuss on the changes required. If the issue is outside of scope of the installation, you may be required to take the necessary steps to address the issue at your own cost or request Time to fix the issue where Extra Charges may apply;
- 4.2.6 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), or if you request for any works outside of the Time Standard Installation Specifications, Time may impose Extra Charges for such works;
- 4.2.7 testing and commissioning of the Solar PV System shall take place upon successful installation of the Solar PV System at the date determined by Time;
- 4.2.8 TNB and any other Regulatory Authorities may contact you directly to conduct installation and/or upgrading of your existing electricity meter and you shall comply with their instructions;
- 4.2.9 you shall promptly inform Time of any correspondence with TNB and any relevant Regulatory Authority; and
- 4.2.10 if during the application process for the Solar Energy Program, it was discovered that you are required to pay any charges, fees, arrears or penalties to Regulatory Authorities, Relevant Approving Parties or any Government Authorities or to conduct any rectifications which are not part of the standard application procedures, you shall promptly settle the said amounts or conduct such rectifications required at your own costs.
- 4.3 A Time representative will guide you through the installation process, providing clear explanations before and during the installation. While we ensure a smooth process, we encourage you to regularly inspect the work and promptly inform us of any concerns to us. Time shall take necessary precautions during the installation of the Solar PV System; however, some aspects of the installation may not appear visually perfect, and accidents may still occur. If any accidents require rectification, Time will only be responsible for repairing damage directly caused by our installation and will not be liable for any improvements, upgrades, or aesthetic restoration of the Site or buildings beyond the necessary repairs. If matching replacement tiles or materials are unavailable, Time may request that you source them at a reasonable cost, subject to Time's approval. Time may also request that you engage your own contractor to carry out certain repairs, but you must notify us and obtain Time's approval before incurring such costs. Any repair costs must be fair and aligned with prevailing market practices. Time shall not be responsible for the work performed by your contractor.
- 4.4 You shall assume all risk of loss or damage to the Solar PV System upon installation in part or in full.
- 4.5 Any damage suspected to have arisen due to the installation of the Solar PV System should be reported as soon as possible to Time and in any event within thirty (30) days from the date of the installation.

- 4.6 You are responsible for taking the necessary precautions to protect your home, including its structure, furniture, and fittings, during the installation the Solar PV System. This may include, but is not limited to, obtaining appropriate insurance coverage.
- 4.7 In the event of a dispute regarding installation-related damage caused by Time, Time will appoint an insurance company to assess the situation and determine the final compensation amount.
- 4.8 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:
 - 4.8.1 where there is a shortage of stock;
 - 4.8.2 where there is inclement weather;
 - 4.8.3 where the nature of the Site makes it unsuitable for installation, or requires additional equipment to install the Solar PV System; or
 - 4.8.4 any other circumstances as Time deems necessary.

Any scheduled delivery dates are merely an estimate and not a guaranty of the date of delivery.
- 4.9 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 Solar Energy Program 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).
- 4.10 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. Time shall only be responsible for the applicable warranties provided by Time after the installation of the Solar PV System.

5. OWNERSHIP

- 5.1 The title to the Solar PV System shall pass to the Customer upon installation (and acceptance by the Customer) of the Solar PV System.

6. SYSTEM MONITORING AND ACCESS (APPLICABLE WHERE TIME DOES NOT PROVIDE MAINTENANCE SERVICES)

- 6.1 If the package that you signed up for as set out in the Service Order and/or Proposal does not include any maintenance services, it is your responsibility to maintain the Solar PV System in accordance with the recommended maintenance and operating procedures specified in the Solar PV System's user manual. The Solar PV System and all its components should be cleaned and kept in a good state of repair.
- 6.2 It is your responsibility to maintain a monitoring schedule for the Solar PV System using the monitoring app provided to you. Time does not actively monitor installed systems unless otherwise specified in the Service Order or Proposal.
- 6.3 The Customer shall at all times on and after the Commissioning Date ensure Time has convenient, safe and timely access to all parts of the Site necessary to carry out any of its obligations under this Agreement.

7. SYSTEM MONITORING, ACCESS AND OPERATION (APPLICABLE WHERE TIME PROVIDES MAINTENANCE SERVICES)

- 7.1 You may sign up for maintenance services for the Solar PV System to be provided by us for an agreed period. The applicable Charges shall be as set out in the relevant Service Order or Proposal specifying the maintenance period and maintenance services covered.
- 7.2 Where indicated in the Service Order and/or Proposal, we may provide monitoring services and remote technical support to you. For us to provide these services smoothly and without interruption, you shall at all times on and after the Commissioning Date:

- 7.2.1 ensure we have convenient, safe and timely access to all parts of the Site (including access to the interior of any buildings located on the Site as well as any surrounding or exterior areas) necessary to conduct any required Site inspections, 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 us (including in the case of any 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 provided by you.
- 7.3 You agree to allow us 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 us.
- 7.4 You are further required to promptly inform us of any changes that may affect the Solar PV System monitoring. You shall also regularly check our website or monitoring app or any other portal or place as may be instructed by us for any changes that may affect the Solar PV System's performance and conduct routine maintenance as recommended by us and specified in the guidelines provided by us.
- 7.5 We will typically conduct remote diagnosis as the first level of troubleshooting. As such, we 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. Inability to assist with the instruction may result in an onsite site visit for problem diagnosis where Extra Charges may apply; however, if the onsite visit resulted in identifying a system problem where an onsite visit was warranted, we shall not charge any Extra Charges. Any unauthorized shutdown of the system is prohibited.
- 7.6 We 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 optimise its performance at no cost to you.

8. SYSTEM WARRANTY / DEFECTS

- 8.1 Subject to Clause 8.2 and 8.3 and unless otherwise specified in this Agreement, we provide the following warranties:
 - 8.1.1 an installation warranty covering the workmanship during installation for a period as stated in the Proposal / Service Order;
 - 8.1.2 a system warranty where the Solar PV System shall be free from fault or defect for a period stated in the Proposal / Service Order whereby we will repair any default or defect in the Solar PV System notified to us within the Warranty Period; such repairs will be carried out within a reasonable timeframe at no cost to you; and
 - 8.1.3 where applicable, an extended support package based on your selected package / product as stated in the Proposal / Service Order.
- 8.2 The warranty period for any warranties ("**Warranty Period**") shall commence from the Commissioning Date. The system warranty also covers any modifications that are necessary to comply with Applicable Laws during the Warranty Period. In fulfilling our warranty obligations, we may modify or substitute any components in the Solar PV System as required depending on the circumstances and availability of components.
- 8.3 If any equipment contained within the Solar PV System is defective or has any performance issues, this will be covered by the warranty specific to that component (if such warranty is applicable). The replacement of such equipment or component 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, Time would only be liable if the sole reason for the defective equipment is due to Time's actions or default. During the Warranty Period, we will provide

reasonable assistance to you in making any warranty claim against the manufacturer, including acting as your liaison with the manufacturer.

- 8.4 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):
 - 8.4.1 Force Majeure events or other events beyond Time's control that may affect the Solar PV System performance;
 - 8.4.2 fair wear and tear of the Solar PV System;
 - 8.4.3 unauthorized repairs, maintenance, 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);
 - 8.4.4 failure by the Customer to obey the recommended maintenance and operating procedures specified in the Solar PV System's user manual;
 - 8.4.5 damage to hardware or data contained in the Solar PV System caused by any items not within the System or due to customer's negligence, inappropriate operation or intentional damage;
 - 8.4.6 damage to the Solar PV System caused by defects to the Site at which the Solar PV System is installed;
 - 8.4.7 Customer uses the Solar PV System or reverse engineers any part of the system that infringes the intellectual property in the Solar PV System;
 - 8.4.8 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;
 - 8.4.9 any changes Customer makes to the Site or the building structure that impacts the performance, safety or integrity of the Solar PV System;
 - 8.4.10 the Customer is in breach of its obligations in the Agreement or fails to comply with any Applicable Laws and/or requirements to operate a Solar PV System; and
 - 8.4.11 the fault or defect is not reported to us as soon as possible and/or within the stipulated timeframe.
- 8.5 In the event that you intend to sell the Site or any portion of the Site and would like to assign the warranties provided by Time to the new owner of the Site, you shall give Time at least one (1) month written notice prior to such intended sale and assignment. You shall be fully responsible for any assignment of the warranties.
- 8.6 If you contact Time for technical support/assistance with your Solar PV System during the applicable Warranty Period, Time may issue instructions to you, including to conduct physical checks or request system reboots or shutdowns for the purpose of troubleshooting any issues, which you shall conduct within the timeframe requested. Inability to assist with the instruction may result in an onsite site visit for problem diagnosis where Extra Charges may apply.
- 8.7 The warranty provided does not cover service and maintenance e.g. washing panels, checking operations etc. Services such as these will incur Charges.
- 8.8 We will not be liable for any financial losses that result from lack of solar generation while the Solar PV System is not operational or awaiting repair or replacement.
- 8.9 Warranty calls will only be carried out during normal working hours.

9. CHARGES, INVOICING & PAYMENT

- 9.1 The Customer agrees to pay to Time any Charges as specified in the Service Order and/or Proposal and invoice provided by Time, which will be based on the package or product selected by 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). You will be liable to pay

any such applicable taxes which may be charged by us from time to time (including those stated in the Proposal).

- 9.3 The Service Order may require payment of a booking fee or deposit depending on the package / product you selected and the size of the Solar PV System you signed up for. We may treat the booking fee or deposit as an advance payment and it can be set off against the cash price of the Solar PV System and/or any invoices issued and/or Charges due from you.
- 9.4 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.
- 9.5 Where applicable, if payment for Charges is made by way of Auto-Debit Payment Service (APS):
 - 9.5.1 you agree and authorise us to initiate automated debits from your designated credit card ("**Designated Card**") or bank account for the Charges specified in the Service Order ("**Debit Authorisation**").
 - 9.5.2 you shall inform us immediately (and not less than seven (7) days in advance) for any changes to your credit card or bank account information.
 - 9.5.3 we 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 we shall not be obliged to inquire from you whether the holder has provided such authorisation to you.
 - 9.5.4 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 we shall charge a returned item fee and cancel your enrolment in the APS, if applicable.
 - 9.5.5 we and participating financial institutions may terminate your participation in the APS at any time, and without prior notice to you. If we terminate 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.
 - 9.5.6 If we do not receive full payment and/or the Charges due to insufficient balance in your designated credit card / bank account on the payment due date OR due to your failure to update us regarding the change of credit card or bank account information OR due to your act of terminating or withdrawing the Debit Authorisation without our consent: -
 - (a) we shall have the option to use third party means, including listing you with Credit Reporting Agencies, collection agencies and commencing legal proceedings and we shall be entitled to garnish a sufficient amount from your bank account to fulfil the amount due to us at a later date;
 - (b) we 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 Terms and be liable to pay the Balance Charges and any other applicable fees (including collection costs and late payment interest) in full immediately.
- 9.6 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.
- 9.7 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. RELOCATION

- 10.1 You may request us to relocate the Solar PV System, subject to our written agreement and to the following conditions:
- 10.1.1 you shall obtain our written agreement at least forty-five (45) working days prior to any such intended relocation;
 - 10.1.2 the relocation shall be conditional upon approval by Regulatory Authorities, Relevant Approving Parties or Government Authorities (which may include a new application under the relevant Solar Energy Program and/or solar installation for the new location) and any terms required by such entities;
 - 10.1.3 site assessment to be conducted by us at the new premise for the installation of the relevant Solar PV System size;
 - 10.1.4 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; the application Charges will be set out in our website or you may contact us for a quotation;
 - 10.1.5 the Solar PV System must be relocated to a new address where we operate our services; and
 - 10.1.6 any damages to the Solar PV System incurred during the relocation shall be excluded from any warranty provided by us.
- 10.2 If the relocation of the Solar PV System does not adhere to the above conditions and/or is not feasible, we reserve the right to terminate the Agreement in accordance with the termination clause(s). Any relocation that is not done by us will cause the warranties provided by us to be void.

11. DISCLAIMER AND INDEMNITY

- 11.1 SAVE AS OTHERWISE PROVIDED IN THIS AGREEMENT, 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 OF USE, 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 11 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.
- 11.2 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.
- 11.3 Time shall not be responsible for any losses or damages caused or contributed by either (i) your breach under Clause 11.5; or (ii) third-party services or products which you access, use or acquire together with the Solar PV System.
- 11.4 Time's total liability under the Agreement (if any) shall not exceed ten per cent (10%) of the total purchase price of the Solar PV System. Time shall only be liable for any damages solely and directly attributable to Time's fault.
- 11.5 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:

- 11.5.1 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;
- 11.5.2 any claims arising out of any act or omission by you or any unauthorized use of the Solar PV System;
- 11.5.3 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
- 11.5.4 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 Terms or use of the Solar PV System.

12. EVENTS OF DEFAULT

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

- 12.1 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.
- 12.2 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:

- 12.3 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.
- 12.4 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.
- 12.5 Any warranty, representation or covenant made by the Customer in the Agreement is false or inaccurate in any material respect.
- 12.6 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 of the Solar PV System; (iv) the Site is demolished, destroyed or damaged or the Solar PV System is relocated.

13. TERMINATION AND SUSPENSION

- 13.1 **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.
- 13.2 **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 declaring that the use of the Solar PV System is contrary to the Applicable Law; or (c) as provided under Clause 4.9.
- 13.3 **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.

13.4 **Termination Notices to be in writing.** All notices of termination under this Clause 13 must be in writing.

13.5 **Consequences of Termination.**

13.5.1 If Time terminates the Agreement pursuant to Clause 13.2 or if the Customer terminates the Agreement for any reason other than a Time Event of Default and:

- (a) the termination occurs prior to commencement of installation, the Customer shall pay the Cancellation Charges as stated in Clause 4.2.3, where applicable; or
- (b) if the termination occurs after commencement of installation, the Customer shall immediately pay to Time all Balance Charges (including the full purchase price of the Solar PV System) and the title to the Solar PV System shall be transferred to the Customer.

13.5.2 If the Customer terminates the Agreement pursuant to Clause 13.1 and:

- (a) the termination occurs prior to commencement of installation, Time shall refund any amounts paid by the Customer to Time; or
- (b) if the termination occurs after commencement of installation, the Customer shall immediately pay to Time all Balance Charges (including the full purchase price of the Solar PV System) and the title to the Solar PV System shall be transferred to the Customer.

13.5.3 If the Customer fails to pay any amounts specified in this Clause 13 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.

13.5.4 Termination of this Agreement, for any reason, shall not affect any rights, obligations, or liabilities of either Party that have accrued prior to the effective date of termination, including any right to claim damages for a breach of this Agreement that occurred before termination. Any provisions that, by their nature, are intended to survive termination shall remain in full force and effect.

14. NOTICE

14.1 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.

14.2 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) working 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.

14.3 Where any Applicable Law requires the service of this Agreement or other documents on the Customer, the Customer hereby consents to the service of the Agreement and such documents in electronic form and by electronic means.

15. MISCELLANEOUS

15.1 **Anti-Bribery and Corruption.**

15.1.1 The Customer agrees that:

- (a) 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**”);
- (b) it has read, understood and agreed at all times 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 Terms; and
- (c) it shall take all measures to prevent corrupt practices, unfair means and illegal activities including maintaining accurate books, records and accounts related to its activities and internal controls.

- 15.1.2 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.
- 15.1.3 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.
- 15.2 **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.
- 15.3 **Variations of Terms.** Time may vary these 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 13.5.1 shall apply.
- 15.4 **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.
- 15.5 **Entire Agreement.** Unless otherwise provided in the Agreement, these Terms, the Service Order and/or the Proposal shall together form the entire Agreement between the Parties.
- 15.6 **Stamp Duty.** The Customer shall bear the applicable stamp duty and any penalties that may be imposed.
- 15.7 **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).
- 15.8 **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.
- 15.9 **Binding Effect:** The Agreement shall be binding upon the permitted assigns and successors-in-title of the Parties.
- 15.10 **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.
- 15.11 **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: -
- 15.11.1 you agree that Time may share information about your application including your Personal Data (as defined In Personal Data Protection Act 2010) with any Regulatory Authorities, Relevant Approving Party and Government Authority, our Representatives and Affiliates, as and when required for the purpose of delivering the Solar PV System to you both pre and post installation.
- 15.11.2 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.
- 15.12 **Confidentiality.** All information and documentation provided by Time to the Customer shall be kept as confidential by the Customer at all times.
- 15.13 **Cybersecurity.** If the Customer becomes aware of any actual or suspected:
- 15.13.1 breach of Clause 15.11 or breach of any Applicable Laws by the Customer ("**Breach**");
- 15.13.2 action taken through the use of computer networks that attempts to access or result in an actual or potentially adverse effect on your information system and/or any data provided by Time residing on that system ("**Cyber Incident**"); and/or

15.13.3 any other unauthorized access or use by a third party or misuse, damage or destruction by any person ("**Other Incident**"), the Customer must:

- (a) notify Time in writing immediately (and no longer than six (6) hours after becoming aware of the Breach, Cyber Incident and Other Incident);
- (b) provide sufficient information and assistance to allow Time to meet its respective obligations to report the Breach, Cyber Incident or Other Incident to the relevant authorities or inform the customers under the applicable privacy or data protection and other laws;
- (c) co-operate with Time and the relevant authorities to take all reasonable steps to assist in the investigation, mitigation and remediation of the Breach, Cyber Incident or Other Incident; and
- (d) comply with any directions issued by Time in connection with the Breach, Cyber Incident or Other Incident.

15.14 **Compliance with policies.** The Customer shall, at all times, comply with all policies, guidelines, and procedures as may be issued by Time periodically. Such policies shall be binding on the Customer upon issuance and may be updated or amended at the sole discretion of Time. If the Customer fails, refuses or neglects to comply with such policies, guidelines or procedures, this shall be an Event of Default by the Customer and Time shall be entitled to terminate the Agreement and Clause 13.5.1 shall apply.

15.15 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use reasonable efforts to replace the invalid, illegal, or unenforceable provision with a valid provision that most closely reflects the Parties' original intent.

15.16 **Electronic signature.** This Agreement may be executed and delivered by electronic means (including by email or through electronic signature platforms), and the Parties agree that such electronic execution and delivery shall have the same force and effect as an original handwritten signature. Each Party agrees that no certification authority or other third-party verification is necessary to validate an electronic signature, and that the lack of such certification or verification shall not affect the enforceability of this Agreement.

16. DEFINITION AND INTERPRETATION

16.1 "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.

16.2 "Agreement" means the Service Order or electronic, digital or online order, order detail form, these Terms and/or the Proposal.

16.3 "Agreement Date" means the date of signing and acceptance of the Service Order by the Customer.

16.4 "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.

16.5 "Balance Charges" means the combined total of (a) the total purchase price of the Solar PV System as stated in the Proposal and/or Service Order, and (b) any other outstanding Charges in arrears or to be billed by Time.

16.6 "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.

16.7 "Charges" may include a registration fee, deposit, one-time charge, monthly charges, instalments, Extra Charges or any other charges.

- 16.8 “Commissioning Date” means the commissioning date under any applicable Solar Energy Program as notified by TNB or any Regulatory Authority or any date determined by Time where the Solar PV System is fully operational.
- 16.9 “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.
- 16.10 “Extra Charges” mean either a one-off or recurring charge that may (if applicable) be imposed on Customer in accordance with Time’s prevailing rates;
- 16.11 “Force Majeure Event” means any event outside the control of the affected Party including (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.
- 16.12 “Government Authority” means the Government of Malaysia, including any ministry, national or local governmental authority or municipality of Malaysia.
- 16.13 “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.
- 16.14 “Operation” means the events that occur when the Solar PV System is mechanically complete and operating.
- 16.15 “PETRA” means the Ministry of Energy Transition and Water Transformation of Malaysia.
- 16.16 “Proposal” means the technical proposal prepared by Time, outlining among others, the proposed specification and/or capacity of the Solar PV System and other details relating to the Solar PV System and package or product that the Customer has signed up for.
- 16.17 “Regulatory Authorities” means the energy market regulators in Malaysia, which include Energy Commission of Malaysia, SEDA, PETRA; and communications industry regulator in Malaysia.
- 16.18 “Relevant Approving Parties” means any relevant party or entity from which any approval, permit or authorisation is sought including TNB.
- 16.19 “Representatives” means, in relation to a Party, its directors, officers, employees, agents, advisers, contractors, subcontractors and any other persons acting on its behalf.
- 16.20 “SEDA” means the Sustainable Energy Development Authority Malaysia.
- 16.21 “Solar Electricity” means the electricity generated by the Solar PV System.
- 16.22 “Solar Energy Program” refers to any government-approved or regulated scheme, initiative, or framework in Malaysia that enables the generation, consumption, or export of electricity produced from solar photovoltaic systems, including any future amendments, replacements, or new solar related programs introduced under Applicable Law.
- 16.23 “Solar PV System” means the solar photovoltaic system provided by us as a whole and all components therein (including any temporary or trial units, installation of the components 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.

- 16.24 “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;
- 16.25 “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.
- 16.26 “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);
- 16.27 “Terms” means the terms and conditions in this document.
- 16.28 “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.
- 16.29 “Time Standard Installation Specifications” refers to the standard installation specifications established and followed by Time, as may be updated or revised from time to time.
- 16.30 “TNB” means Tenaga Nasional Berhad.
- 16.31 “Warranty Period” has the meaning given to it in Clause 8.2.

17. ORDER OF PRIORITY

- 17.1 The Terms shall be read together with the Proposal and Service Order.
- 17.2 To the extent that the provisions of the 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:
 - 17.2.1 these Terms;
 - 17.2.2 Service Order; and
 - 17.2.3 Proposal.