

TERMS AND CONDITIONS – EMIT BUSINESS SOLAR

BY SIGNING OR ACCEPTING THE PROPOSAL AND/OR THE SALES ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (“TERMS”).

1. ACCEPTANCE OF THESE TERMS

- 1.1 You may accept the Proposal and/or Sales Order and these Terms in any form including by (i) clicking on the “I Accept” or “I Agree” button; (ii) signing digitally or in person; 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 Sales 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. Where requested by us, you shall provide the relevant director’s resolution or similar document evidencing the authority of the said individual acting on your behalf.
- 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. Where the “Co-Signer Letter” is to be signed by a legal entity, firm or proprietorship, you shall ensure that the signatory shall be appropriately authorised and where requested by us, you shall provide us with the relevant director’s resolution or similar document evidencing the authority of the said individual to act on behalf of the Co-Signer.
- 1.4 “Party” refers to either Time or Customer individually and “Parties” refers to Time and Customer collectively.
- 1.5 This Agreement covers: (a) your purchase from us of the Solar PV System and other equipment required to install the Solar PV System based on the package / product selected by you and described in the Sales Order and Proposal; and (b) delivery, installation and commissioning of the Solar PV System at your premises.
- 1.6 There are two (2) types of packages that we provide: (1) outright purchase of the Solar PV System; and (2) Emit EzSolar which involves the purchase of the Solar PV System through our flexible payment plan. The applicable package will be as stated in the Sales Order and Proposal. These Terms apply to all packages / products you signed up for.

2. CUSTOMER ACKNOWLEDGEMENT

- 2.1 Unless otherwise provided under Applicable Law, our 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 monitoring services set out in the Sales Order and/or Proposal; and
 - 2.1.4 the applicable warranties provided by Time as stipulated in the Sales Order and/or Proposal.
- 2.2 We will supply and install the Solar PV System at the Site as provided in the Sales Order and/or the Proposal. By accepting the Sales Order and/or the Proposal, you agree to be bound by these Terms and the following:
 - 2.2.1 the terms and conditions of the Proposal and Sales Order;
 - 2.2.2 the terms and conditions imposed by the Energy Commission of Malaysia, SEDA and PETRA from time to time as the implementing agencies for any applicable Solar Energy Programs in Malaysia; and
 - 2.2.3 any other applicable terms and conditions that may be imposed by any Regulatory Authority, Relevant Approving Party or Government Authority.
- 2.3 You further agree that: -
 - 2.3.1 we may at our sole discretion, withdraw or reject any offer made in the Proposal and/or Sales Order at any time after your acceptance for any reason including when you fail the credit check process or the Site Survey indicates that the Site is not suitable for Solar PV System installation;
 - 2.3.2 we are not responsible for changes in Applicable Law affecting the Solar PV System's installation or Operation; and

2.3.3 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 agree to us conducting a survey on the Site for the preparation of the Proposal and Sales Order ("Site Survey") and grant our surveyors full access to areas necessary for the Site Survey (including access to the interior of any buildings located on the Site as well as any surrounding or exterior areas).
- 3.2 You authorize us to access, obtain, verify, process and use your company data, credit and financial information from any source, including credit reporting agencies, financial institutions, and other third parties, for the purposes of conducting trade checks and determining 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 conduct trade checks or to verify your credit standing in accordance with our internal policies.
- 3.3 You agree to us 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. You shall promptly provide any information, documentation, or assistance reasonably required by us upon request. We will keep you informed on the progress of the application and respond to any information or other requests from the relevant authority. If any additional cost is required or will be incurred for the application of the relevant approvals, permits or consents, we will inform you of the Extra Charges required before we are able to proceed with the installation.
- 3.4 You expressly warrant that:-
 - 3.4.1 you are eligible to participate in the relevant Solar Energy Program as specified in the Proposal or Sales Order (or any other Solar Energy Program as agreed in writing between you and us);
 - 3.4.2 you and the Site have not participated in any previous Solar Energy Programs;
 - 3.4.3 you and the Site have no known existing issues or matters that could hinder the application process for any Solar Energy Programs;
 - 3.4.4 you will only use the Solar PV System in the course of carrying out your trade, business or profession and not for any other purpose and shall do so in compliance with all Applicable Laws; and
 - 3.4.5 that the Site's TNB meter has not been modified, damaged or altered (Note: We shall not be responsible for any cost for TNB meter upgrade where required and if any replacement is required by TNB this shall be done at your sole cost and expense).
- 3.5 You agree that an authorised person or representative designated by you shall be present at the Site Survey.
- 3.6 We 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 us doing so.
- 3.7 We 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, we 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 us 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 we identify 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

- 3.8.2 we shall not be held responsible or liable 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 arising subsequently 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 our 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 Sales 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. You shall inform us immediately should there be any issues that arise which may hinder installation of the Solar PV System.

3.10 We may modify or substitute any components (including modifying the proposed Solar PV System capacity subject to any applicable adjustment to the Charges) 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 billed capacity for the Solar PV System.

3.11 You shall provide, upon request and in a timely manner, any information, documentation, or assistance reasonably required by us to verify your credit information.

3.12 You warrant and represent that all information you provide to us is and will remain true, complete and accurate. In the event we find that the information provided is false, untrue, inaccurate and/or incomplete, we shall have the sole and absolute discretion to decide not to proceed with the Site Survey and/or the installation process.

3.13 You will provide us with any required documentation for the Site Survey, Solar PV System design and installation process, which may include:

- 3.13.1 your company's corporate information as requested by us;
- 3.13.2 last six (6) months of TNB electricity bills;
- 3.13.3 a copy of your MyKad or MyKad of all company directors (if applicable);
- 3.13.4 single-line diagram and building plans for the Site (where applicable);
- 3.13.5 standard business operating hours;
- 3.13.6 a photo of your TNB meter;
- 3.13.7 proof of property ownership (e.g., sale and purchase agreement, land title, quit rent bill, or assessment bill);
- 3.13.8 consent letter from property owner (if you are a tenant); and
- 3.13.9 a CTOS consent form duly executed by the property owner and where applicable, the Co-Signer and/or tenant, in such form as prescribed by us.

4. DELIVERY AND INSTALLATION

4.1 We will deliver and install the Solar PV System. For us to do so, 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 us and/or our 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 authorised 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 us of such change;
- 4.1.4 you shall sign all documents and take all actions that we require to permit the installation of the Solar PV System and to connect the Solar PV System to the electricity grid;
- 4.1.5 we may obtain permission, apply for permits required (including all local government permits and approval or planning requirements) from the Regulatory Authorities, Relevant Approving

Parties and Government Authorities, for the delivery, installation of the Solar PV System under the relevant Solar Energy Program; and

- 4.1.6 you shall enter into and comply with all necessary agreements and documents for the application for the relevant Solar Energy Program.
- 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 us 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, the Site's readiness, weather conditions not impeding the installation, and availability of the necessary approvals and permits. Where delays to the installation are caused by you, we reserve the right to extend the timeline for installation and/or impose Extra Charges such as standby or remobilization fees. If the necessary approvals and permits are not secured on the installation date, we shall have the right to extend the timeline accordingly until such approvals and permits are secured;
 - 4.2.3 if you decide to withdraw from the Proposal and/or Sales Order before the arranged installation date, you shall provide written notice of cancellation at least fourteen (14) working days in advance. Should you fail to do so, we shall at our discretion charge a Cancellation Charge in accordance with our prevailing policies or forfeit the booking fee, deposit or any advance payment that you have paid;
 - 4.2.4 if we are 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 us 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 works which may result in non-compliance with existing Applicable Laws, or
 - (d) 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,
 we, at our sole discretion, may impose a Cancellation Charge in such circumstances or forfeit the booking fee, deposit or advance payment that you have paid;
 - 4.2.5 if we discover any issues during the installation and commissioning that will need to be addressed prior to the installation that were not apparent during the Site Survey, we would inform you of the issue and discuss on the changes required. If the issue is outside the scope of the installation, you may be required to take the necessary steps to address the issue at your own costs or by requesting us 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, we 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 us;
 - 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 us of any correspondence with TNB and any relevant Regulatory Authority;
 - 4.2.10 if during the application process for the relevant 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 amount or conduct such rectifications required at your own costs; and
 - 4.2.11 further testing may be conducted by TNB prior to installation.

- 4.3 Our 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. We will 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, we 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, we may request that you source them at a reasonable cost, subject to our approval. We may also request that you engage your own contractor to carry out certain repairs, but you must notify us and obtain our approval before incurring such costs. Any repair costs must be fair and aligned with prevailing market practices. We 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 us 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 the site or premises on which the Solar PV System is installed, including its structure, fixtures, and fittings, during the installation of 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 us, we 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. We will use reasonable endeavors to deliver and install the Solar PV System on the intended installation date but 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 or condition 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 we deem necessary.Any scheduled delivery dates are merely an estimate and not a guarantee of the date of delivery.
- 4.9 Where available, you may request to be registered under an alternative Solar Energy Program than that stated in the Proposal or Sales Order. We will assist with the relevant registration where applicable subject to our Charges.
- 4.10 We may terminate the Agreement at any time and without liability, if we determine 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).
- 4.11 We 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 this Agreement. There shall be no deduction from payments due to us for any set-off or counter-claim unless we agree in writing.
- 4.12 We shall only be responsible for the applicable warranties provided by us after the installation of the Solar PV System.
5. OWNERSHIP

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
 - 6.1 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.

Notwithstanding the foregoing, you will need to ensure that the Site has an internet connectivity provided by you which will be used for commissioning and activation of the Solar PV System.

- 6.2 It is your responsibility to maintain a monitoring schedule for the Solar PV System using the monitoring app provided to you. We do not actively monitor installed systems unless otherwise specified in the Sales Order or Proposal.
- 6.3 You shall at all times on and after the Commissioning Date ensure we have convenient, safe and timely access to all parts of the Site necessary to carry out any of its obligations under this Agreement.
- 6.4 You further agree to allow us to remotely monitor and track power generation from the Solar PV System using your internet connection that must always be in good working condition, with no cost to be incurred by us.

7. SYSTEM WARRANTY / DEFECTS

- 7.1 Subject to Clauses 7.2 to 7.8 and unless otherwise specified in this Agreement, we provide the following warranties:
 - 7.1.1 a workmanship warranty covering any workmanship defects during installation for a period as stated in the Proposal / Sales Order;
 - 7.1.2 a system warranty where the Solar PV System shall be free from fault or defect for a period as stated in the Proposal / Sales Order whereby we will repair any default or defect in the Solar PV System notified to us within the relevant system warranty period; such repairs will be carried out within a reasonable timeframe at no cost to you;
 - 7.1.3 where applicable, a service warranty covering support when there is a system fault solely due to faulty components, excluding operational wear and tear; and
 - 7.1.4 a component warranty covering any defect in the component which is provided by the manufacturer of the component.
- 7.2 Subject to Clause 7.4 below, the warranty period for all warranties shall commence from the Commissioning Date. The applicable warranty period for each of the warranties set out in Clause 7.1 shall be set out in the Sales Order.
- 7.3 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.
- 7.4 If any equipment or component contained within the Solar PV System is defective, this will be covered by the component warranty specific to that equipment or 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 our supplier / manufacturer. In the event it is not supported by a back-to-back warranty from the supplier / manufacturer, we would only be liable if the sole reason for the defective equipment or component is due to our actions or default. During the warranty period for the manufacturer warranty, we will provide reasonable assistance to you in making any warranty claim against the manufacturer, including acting as your liaison with the manufacturer.
- 7.5 Any warranty claim must be notified in writing to us within the applicable warranty period for that warranty, otherwise the warranty claim will be rejected.
- 7.6 We 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 us, shall be fully borne by you):
 - 7.6.1 Force Majeure events or other events beyond our control that may affect the Solar PV System performance and your electricity savings;
 - 7.6.2 fair wear and tear of the Solar PV System (e.g. natural degradation of the solar panels);
 - 7.6.3 unauthorised repairs, maintenance, modifications or alterations or removal, or damages to the Solar PV System or Site electrical system caused by parties other than us (including disconnection or suspension by TNB, changes in applicable TNB account or incoming power supply);
 - 7.6.4 failure by you to obey the recommended maintenance and operating procedures specified in the Solar PV System's user manual;
 - 7.6.5 damage to hardware or data contained in the Solar PV System caused by any items not within the System or due to your negligence, inappropriate operation or intentional damage;
 - 7.6.6 damage to the Solar PV System caused by defects to the Site at which the Solar PV System is installed;

- 7.6.7 you use the Solar PV System or reverse engineer any part of the system in a way that infringes the intellectual property in the Solar PV System;
- 7.6.8 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 your control;
- 7.6.9 any changes you make to the Site or the building structure that impacts the performance, safety or integrity of the Solar PV System;
- 7.6.10 you are in breach of your obligations in the Agreement or fail to comply with any Applicable Laws and/or requirements to operate a Solar PV System; and
- 7.6.11 the fault or defect is not reported to us as soon as possible and/or within the stipulated timeframe.
- 7.7 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 us to the new owner of the Site, you shall give us 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.
- 7.8 If you contact us for technical support/assistance with your Solar PV System during the applicable Warranty Period, we 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.
- 7.9 The warranty provided does not cover service and maintenance e.g. washing panels, checking operations etc. Services such as these will incur Charges.
- 7.10 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.
- 7.11 Warranty calls will only be carried out during normal working hours.
- 8. CHARGES, INVOICING & PAYMENT**
- 8.1 You agree to pay the Charges as specified in the Sales Order and/ or invoice provided by us which will be based on the package or product selected by you (i.e. whether the Solar PV System is purchased on an outright purchase basis or through Emit EzSolar financing).
- 8.2 All Charges in the Sales Order/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 Sales Order/Proposal).
- 8.3 The Sales Order may require payment of a booking fee 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 as an advance payment and it can be set off against any invoices issued and/or Charges due from you.
- 8.4 We 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 us the invoices not received for any given billing period. If you fail to pay the invoice by its due date, we 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 us in the collection of any overdue amount.
- 8.5 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: -
 - 8.5.1 Refunds may be set-off against any invoices issued and/or Charges due from you.
 - 8.5.2 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 (if applicable) due from you to us.
- 8.6 Where applicable, if payment for Charges is made by way of Auto-Debit Payment Service (APS):
 - 8.6.1 you agree and authorize us to initiate automated debits from your designated credit card ("Designated Card") or bank account for the Charges specified in the Sales Order ("Debit Authorisation").
 - 8.6.2 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.

- 8.6.3 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.
- 8.6.4 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 we shall charge a returned item fee and cancel your enrolment in the APS, if applicable.
- 8.6.5 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.
- 8.6.6 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 and the Co-Signer (if applicable) 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 take action to recover any Charges from any party who has signed the Co-Signer Letter;
 - (c) we may increase the number of attempts to charge payment to your credit/debit card/bank account; and
 - (d) 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.
- 8.7 All payments made to us shall be free and clear from all fees, bank and service charges, and without deduction, set off or counter claim.
- 8.8 WE 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.
- 9. RELOCATION**
- 9.1 You may request us to relocate the Solar PV System, subject to our written agreement and to the following conditions:
- 9.1.1 you shall obtain our written agreement at least forty-five (45) working days prior to any such intended relocation;
 - 9.1.2 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;
 - 9.1.3 site assessment to be conducted by us at the new premise for the installation of the relevant Solar PV System size;
 - 9.1.4 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 applicable Charges will be set out in our website or you may contact us regarding the applicable Charges, which are subject to final determination and confirmation in the final Quotation issued by us;
 - 9.1.5 the Solar PV System must be relocated to a new address where we operate our services; and
 - 9.1.6 any damages to the Solar PV System incurred during the relocation shall be excluded from any warranty provided by us.
- 9.2 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.
- 10. DISCLAIMER AND INDEMNITY**

- 10.1 SAVE AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SOLAR PV SYSTEM IS PROVIDED BY US ON "AS IS" BASIS AND TO THE EXTENT PERMITTED BY LAW WE HEREBY DISCLAIM 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. WE SHALL NOT BE LIABLE TO YOU FOR 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS CLAUSE 10 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.
- 10.2 To the extent permitted by law, we are 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.
- 10.3 We shall not be responsible for any losses or damages caused or contributed by either (i) your breach under Clause 10.5; or (ii) third-party services or products which you access, use or acquire together with the Solar PV System, nor shall we be responsible for any losses suffered by you due to any system interruption or suspension.
- 10.4 Our total liability under the Agreement (if any) shall not exceed (i) ten per cent (10%) of the purchase price of the Solar PV System where the Solar PV System was purchased outright by you; or (ii) the aggregate value of the monthly charges payable to us (excluding any third party recurring charges) for the previous twelve (12) month period, where the Solar PV System was purchased on the basis of a monthly payment package. We shall only be liable for any damages solely and directly attributable to our fault.
- 10.5 You shall indemnify and hold us and our Representatives and Affiliates harmless against all loss, liability, cost, expense or claim (including reasonable legal expenses) suffered or incurred by us arising directly or indirectly from or in connection with:
- 10.5.1 any failure by you to comply with any of the provisions of the Agreement, Sales Order or Applicable Law, third party service providers terms of services, any instructions issued by us or any appropriate authorities;
 - 10.5.2 any claims arising out of any act or omission by you or any unauthorised use of the Solar PV System;
 - 10.5.3 any damage to your property including the Solar PV System, 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
 - 10.5.4 all claims, demands, proceedings or fines made or imposed against us by a third party arising out of or in connection with your breach of this Agreement or use of the Solar PV System.

11. EVENTS OF DEFAULT

Events of Default by Time.

The following shall constitute a "Time Event of Default" under the Agreement:

- 11.1 we fail to comply with any obligation of the Agreement and such failure if capable of remedy continues unremedied for a period of ninety (90) days, after receipt of notice of such failure from you.
- 11.2 we are subject to an Insolvency Event.

Events of Default by the Customer.

The following shall constitute a "Customer Event of Default" under the Agreement:

- 11.3 you fail 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 us.
- 11.4 you fail 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.
- 11.5 Any warranty, representation or covenant made by you in the Agreement is false or inaccurate in any material respect.
- 11.6 Any of the following: (i) you are subject to an Insolvency Event; (ii) you infringed or violated any Applicable Law relating to the use of the Solar PV System; (iii) failure to provide us access and

thereby materially affecting our ability to carry out our obligations under this Agreement; (iv) the Site is demolished, destroyed or damaged or the Solar PV System is relocated.

12. TERMINATION AND SUSPENSION

- 12.1 Termination by Customer. You may immediately end the Sales Order or the Agreement prior to the commencement of installation of the Solar PV System (a) due to the occurrence of a Time Event of Default; and (b) you have issued a notice requiring us to remedy or rectify such Time Event of Default within ninety (90) days and we have failed to do so. Such termination right shall only be available prior to commencement of the installation.
- 12.2 Termination and Suspension by Time. We may immediately end and/or suspend the Sales Order or the Agreement (a) due to the occurrence of a Customer Event of Default where we have issued a notice requiring you to remedy or rectify such default within thirty (30) days and you have failed to do so; or if (b) we are 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 Applicable Law; or (c) as provided under Clause 4.10.
- 12.3 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. If installation of the Solar PV System has not commenced, either Party may terminate this Agreement if a Force Majeure Event continues for more than ninety (90) days.
- 12.4 Termination Notices to be in writing. All notices of termination under this Clause 12 must be in writing and signed by the Party sending the notice.
- 12.5 Consequences of Termination etc.
 - 12.5.1 If this Agreement is terminated for any reason, and:
 - (a) the termination occurs prior to commencement of installation, you shall pay the Cancellation Charges as stated in Clause 4.2.3 (whereby we shall be entitled to set off such charges against the booking fee, deposit or advance payment, where applicable); or
 - (b) if the termination occurs after commencement of installation, you shall immediately pay to us all Balance Charges.
 - 12.5.2 In all cases and where applicable, you shall reimburse us for all third-party charges, costs and expenses that are imposed on us for us to terminate the supply of the Solar PV System or services provided by such third parties. You shall be responsible to bear all costs and expenses associated with the removal of the Solar PV System (if applicable).
 - 12.5.3 If you fail to pay any amounts specified in this Clause 12 by the due date, we may impose a late payment charge at the rate not exceeding 1.5% per month calculated monthly from the due date until full settlement.
 - 12.5.4 Notwithstanding any other rights that we may have under this Agreement, we reserve the right and discretion to access the Site to repossess, remove, suspend or turn off the Solar PV System at any given time where we have not received full payment for the Solar PV System where there is a Customer Event of Default or you have failed to make any payments or Charges due to us. This right shall apply irrespective of whether we have initiated termination of this Agreement, and the exercise of rights under this clause shall be without prejudice to any other rights we may have.
 - 12.5.5 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.

13. NOTICE

- 13.1 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 Sales Order or to your last known address in our records.
- 13.2 Notices, demands or other communications shall be deemed effective if delivered by (a) electronic mail, on the day immediately after successful transmission; (b) hand delivery, on the day of delivery; (c) prepaid ordinary post, five (5) business days after dispatch; and (d) courier, one (1)

business day after dispatch. 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.

- 13.3 Where any Applicable Law requires the service of any documents on the Customer, the Customer hereby consents to the service of such documents in electronic form and by electronic means.

14. MISCELLANEOUS

14.1 Anti-Bribery and Corruption.

14.1.1 You agree that:

- (a) you 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) you have 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) you shall take all measures to prevent corrupt practices, unfair means and illegal activities including maintaining accurate books, records and accounts related to your activities and internal controls.

14.1.2 You agree that any non-compliance with Anti-Bribery and Corruption Laws or Time’s Business Integrity & Anti-Corruption Policy shall entitle us to terminate the Agreement.

14.1.3 You agree to indemnify and hold us harmless in respect of any claims made against us arising out of any breach by you of this clause.

14.2 Representation. You represent and warrant that all information furnished by you to us is correct and accurate and is not false or misleading. We shall not be required to verify the accuracy or authenticity of such information.

14.3 Variations of Terms. We may vary these Terms at any time by notification to you (“Variation”). If you use and/or continue 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 you. If you fail, refuse or neglect to comply with such Variation, this shall be an Event of Default by you and we shall be entitled to terminate the Agreement and Clause 12.5 shall apply.

14.4 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.

14.5 Entire Agreement. Unless otherwise provided in the Agreement, these Terms, the Sales Order and/or the Proposal shall together form the entire agreement between the Parties.

14.6 Stamp Duty. You shall bear the applicable stamp duty and any penalties that may be imposed.

14.7 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).

14.8 Assignment. You shall not assign any rights, interest, remedies and obligations herein without our written consent. We shall be entitled to assign or transfer the Agreement or any of its right and remedies hereunder to any Affiliate without your consent.

14.9 Binding Effect: The Agreement shall be binding upon the permitted assigns and successors-in-title of the Parties.

14.10 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.

14.11 Personal Data and Data Protection. The Parties shall comply with all Applicable Laws relating to privacy and data protection, including the Malaysian Personal Data Protection Act 2010 (Act 709). In this regard: -

14.11.1 you agree that we may share information about your application including your Personal Data (as defined In Personal Data Protection Act 2010) with any Regulatory Authority, 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.

14.11.2 you agree that we 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.

- 14.12 Confidentiality. All information and documentation provided by us to you shall be kept confidential at all times.
- 14.13 Green Investment Tax Allowance
- 14.13.1 If your purchase of the Solar PV System is intended for a business project that is recognised as a qualified activity under the GITA scheme administered by the Government Authority, we may at our sole discretion and subject to the availability of resources, assist you in the application for said scheme. In such a case, Extra Charges may be applicable.
- 14.13.2 For the avoidance of doubt, such assistance shall not create any obligation or warranty on our part to secure the approval of the Government Authority on GITA, nor shall we be held responsible for the outcomes, rejection or delay of any application for GITA. We shall not be liable for any loss of incentives or tax benefits under GITA.
- 14.13.3 You acknowledge and agree that it is your sole responsibility to ensure your business projects meet the criteria require by the GITA scheme including the provision of any relevant information.
- 14.14 Cybersecurity. If you become aware of any actual or suspected:
- 14.14.1 breach of Clause 14.11 or breach of any Applicable Laws("Breach");
- 14.14.2 action taken through the use of computer networks that attempts to access or result in an actual or potentially adverse effect on Time's information system and/or any data provided by us residing on that system ("Cyber Incident"); and/or
- 14.14.3 any other unauthorised access or use by a third party or misuse, damage or destruction by any person ("Other Incident"),
- you must:
- (a) notify us 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 us to meet our 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 us 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 us in connection with the Breach, Cyber Incident or Other Incident.
- 14.15 Compliance with policies. You shall, at all times, comply with all policies, guidelines, and procedures as may be issued by us periodically. Such policies shall be binding on you upon issuance and may be updated or amended at our sole discretion. If you fail, refuse or neglect to comply with such policies, guidelines or procedures, this shall be an Event of Default by you and we shall be entitled to terminate the Agreement and Clause 12.5 shall apply.
- 14.16 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.
- 14.17 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.
- 14.18 Consent for use of data. You agree that we may collect, access, use, process, store and disclose any data and information relating to the Solar PV System and the site, including but not limited to system performance data, generation data, consumption data, technical and operational data, photographs, videos, site layouts, and any other information obtained from you or generated in connection with the Solar PV System ("Data") for the following purposes:
- 14.18.1 monitoring, operating, maintaining and optimising the Solar PV System;

- 14.18.2 performing our obligations and exercising our rights under this Agreement;
- 14.18.3 conducting analysis, reporting, diagnostics, benchmarking and system improvements (including aggregation and anonymisation of Data);
- 14.18.4 complying with applicable laws, regulatory requirements and requests from authorities; and
- 14.18.5 our internal business purposes, including marketing, promotional and publicity activities.

For the purposes of marketing, promotion and publicity, you agree that we may use, reproduce and publish photographs, videos and information relating to the Solar PV System and the site in any media format now known or developed in the future, including but not limited to print media, digital platforms, websites and social media. Please contact us should you have any concerns relating to such usage of information provided by you.

15. DEFINITION AND INTERPRETATION

- 15.1 “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.
- 15.2 “Agreement” means the Sales Order or electronic, digital or online order, order detail form, these Terms and/or the Proposal.
- 15.3 “Agreement Date” means the date of signing and acceptance of the Sales Order by the you.
- 15.4 “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.
- 15.5 “Balance Charges” means the combined total of (a) all Charges payable monthly for the duration as set out in the Proposal or Sales Order, and (b) any outstanding Charges in arrears or to be billed to you.
- 15.6 “Cancellation Charges” means those costs that is payable (as determined by us) if the Proposal and/or the Sales Order is cancelled after the Agreement Date but prior to the installation date, or such other date as set out in the applicable documents.
- 15.7 “Charges” may include a registration fee, deposit, one-time charge, Extra Charges or any other charges that may be imposed by us including any charges specified on our website or as communicated by us to you.
- 15.8 “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 us where the Solar PV System is fully operational.
- 15.9 “Co-Signer” means the legal entity or person identified by you who will sign or has signed the Co-Signer Letter in the form provided by us.
- 15.10 “Co-Signer Letter” means the co-signer letter provided by us and signed by the Co-Signer indicating the Co-Signer’s consent to be added as a Customer under this Agreement.
- 15.11 “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 Sales Order, online subscription portal or sign-up application and where a Co-Signer Letter has been signed, “Customer”, “you” or “your” shall also include the Co-Signer.
- 15.12 “Extra Charges” mean either a one-off or recurring charge that may (if applicable) be imposed on you as specified in our website or in accordance with our prevailing rates, which shall include any Extra Charges as may be specified in the Proposal, Quotation and/or Sales Order);
- 15.13 “Force Majeure Event” means any event outside the reasonable control of the affected party including (i) rebellion, civil unrest, riot, acts of terrorism, declaration of war (whether officially declared or undeclared), 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 and/or disruptions 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; and (ii) which materially affects the supply of the Solar PV System and/or the provision of services to you.
- 15.14 “GITA” means the Green Investment Tax Allowance, a tax incentive administered by Malaysian Investment Development Authority (“MIDA”) or any other relevant Government Authority for

companies that have qualifying investments in green technology or assets, including any amendment, replacement or successor scheme thereto.

- 15.15 “Government Authority” means the Government of Malaysia, including any ministry, national or local governmental authority or municipality of Malaysia.
- 15.16 “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.
- 15.17 “Operation” means the events that occur when the Solar PV System is mechanically complete and operating.
- 15.18 “PETRA” means the Ministry of Energy Transition and Water Transformation of Malaysia.
- 15.19 “Proposal” means the technical design proposal prepared by us, 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 you have signed up for.
- 15.20 “Quotation” means any quotation issued by us for any Extra Charges or any other charges payable by you.
- 15.21 “Regulatory Authorities” means the energy market regulators in Malaysia, which include Energy Commission of Malaysia, SEDA, PETRA; and the communications industry regulator in Malaysia.
- 15.22 “Relevant Approving Parties” means any relevant party or entity from which any approval, permit or authorisation is sought including TNB.
- 15.23 “Representatives” means, in relation to a Party, its directors, officers, employees, agents, advisers, contractors, subcontractors and any other persons acting on its behalf.
- 15.24 “Sales Order” or “Sales Order Form” means a sales order or order confirmation entered into between the Parties for the Solar PV System, which includes the Proposal;
- 15.25 “SEDA” means the Sustainable Energy Development Authority Malaysia.
- 15.26 “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.
- 15.27 “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, re-enactments, or replacements thereof, and any similar or equivalent taxes imposed by the Government of Malaysia from time to time).
- 15.28 “Solar Electricity” means the electricity generated by the Solar PV System.
- 15.29 “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.
- 15.30 “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 Sales Order which includes the supply and installation of the solar photovoltaic system and its components.
- 15.31 “Terms” means the terms and conditions in this document.
- 15.32 “Time”, “our” or “we” refers to Time Energy Sdn Bhd or the entity whose name appears in the footer of the Sales Order, and its employees, contractors and authorised third parties.
- 15.33 “Time Standard Installation Specifications” refers to the standard installation specifications established and followed by us, as may be updated or revised from time to time.
- 15.34 “TNB” means Tenaga Nasional Berhad.
- 15.35 “Warranty Period” has the meaning given to it in Clause 7.2.

16. ORDER OF PRIORITY

- 16.1 The Terms shall be read together with the Proposal and Sales Order.

- 16.2 To the extent that the provisions of the Terms and the Proposal or Sales 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:
- 16.2.1 these Terms;
 - 16.2.2 Sales Order; and
 - 16.2.3 Proposal.