

SARAWAK ENERGY BERHAD
GENERAL TERMS AND CONDITIONS (GTC)
FOR ELECTRICITY SUPPLY

These are the General Terms and Conditions (GTC) which governs the provision of electricity supply from Sarawak Energy to its customer.

GENERAL TERMS AND CONDITIONS OF ELECTRICITY SUPPLY

1. DEFINITIONS

In this General Terms and Conditions of Supply of Electricity Supply (“GTC”), unless the subject or context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:

- a) **CONSUMER(S)**
Means any person who is supplied with electricity or whose premises are connected for the purpose of electricity supply by the Company;
- b) **CONTRACT**
Means this GTC, the application forms and any other relevant documents for supply of electricity to be executed by the Consumer(s);
- c) **CONNECTION CHARGE**
A sum of money imposed on the Consumer(s) who requests for new or additional supply of electricity, which is not part of the Tariff and as provided for in the Ordinance;
- d) **ELECTRICAL INSTALLATION**
Means any fixed appliances, wirings, fittings, meters, apparatus or other electrical equipment used to supply, measure and control electricity in a premises;
- e) **OCCUPIER(S)**
Any person other than the Consumer(s) and having occupational control over the premises in which the electricity is being supplied;
- f) **PREMISES**
Means any premises of the Consumer(s) which is being supplied with electricity by the Company pursuant to the Contract;
- g) **ORDINANCE**
Means Sarawak Electricity Ordinance 2007 (Chapter 50) and any amendments and modifications thereto;
- h) **RULES**
Means Electricity Rules, 1999 and Electricity (State Grid Code) Rules, 2003, or any amendments and modifications thereto;
- i) **SUPPLY**
Means the supply of electricity to the Consumer(s) through the service lines at the premises and for the purpose which is specified in the Contract;

- j) **TARIFF**
Means the rates as specified in the Schedule (Paragraph 1) Rate of Electricity Tariffs pursuant to Section 4A(1) of the Ordinance which are fixed with the approval of Yang Di-Pertua Negeri Sarawak and charged to the Consumer(s) based on different categories of usage of the electricity supply; and
- k) **THIRD PARTY**
Means any person other than the Company and the Consumer(s).

2. RESTRICTION OF USE TO SPECIFIED PURPOSE

- 2.1 In consideration of the foregoing, it is hereby agreed that the Consumer(s) shall:
- (a) use the electricity in accordance with its purpose as stated in the Contract;
 - (b) pay the Company the relevant Tariffs for consumption of electricity; and/or
 - (c) pay any connection charge and/or any other relevant payments pursuant to the Contract and/or the Ordinance.
- 2.2 In the event that the Consumer(s) intends to use the electricity other than the purpose as stipulated in the Contract, the Consumer(s) shall notify the Company in writing and a different Tariff in accordance with the categories of usage of the electricity, as specified in Schedule (Paragraph 1) Rate of Electricity Tariffs which are fixed pursuant to Section 4A of the Ordinance, shall apply.
- 2.3 The Consumer shall not use the electricity supplied for purposes other than that declared in his contract for supply of electricity. The Consumer(s) shall be liable for all losses suffered by the Company for failure to declare the same to the Company.
- 2.4 Subsequent to Clause 2.3, the Company shall not be liable for all losses which the Consumer(s) and/or Third Party may suffer or incur which arises as a result of the Consumer(s)'s acts and/or or omission in using the electricity other than its purposes as provided for in the Contract.

3. AVAILABLE SUPPLY OF ELECTRICITY

- 3.1 An alternating current supply of 50 hertz and voltages of 33 kV \pm 5%, 11 kV \pm 5%, 415 volts + 5%, -10%, three phase 4-wire supply, and, 240

volts + 5%, -10%, single phase 2-wire supply are available to the Consumer(s) subject to payment of Connection Charges and/or Tariff and/or any other expenses as provided for in the Contract and/or the Ordinance.

- 3.2 The Connection Charges Guidelines and/or any subsequent amendments thereof will provide further details on the availability of the electricity supply and such Connection Charges Guidelines are available to the Customer for their reference.

4. COLLATERAL DEPOSIT

- 4.1 The Consumer(s) shall pay to the Company, a Collateral Deposit based on the prevailing rates as a security for the prompt payment of electricity charges and any other monies that may be due and payable by the Consumer(s) to the Company under the Contract. The prevailing Collateral Deposit rates are available to the Consumer(s) for their reference.”
- 4.2 If the estimation of Collateral Deposit exceeds **RINGGIT MALAYSIA FIVE THOUSAND ONLY (RM5,000.00)**, the Consumer(s) may opt to provide security in the form of a bank guarantee acceptable to the Company.
- 4.3 The Company reserves the right to revise the amount of the Collateral Deposit, and shall give notice in writing to the Consumer(s) whenever such revision is deemed necessary.
- 4.4 The Company reserves the right to reject the application for electricity supply by the Consumer(s) in the event that the Consumer(s) fails to pay the Collateral Deposit within time as stipulated in Clause 4.1.

5. TARIFFS

- 5.1 The Consumer(s) shall pay Tariffs for electricity supplied in accordance with the Schedule (Paragraph 1) Rates of Electricity Tariffs which are fixed pursuant to Section 4A of the Ordinance and based on different categories of usage supplied to the premise of the Consumer(s). The rate of Electricity Tariffs is available for the consumer reference.
- 5.2 Where any supply line or electrical plant or equipment is provided by the Company at the request of the Consumer(s), the Company shall have the right to impose payment on any expenses reasonably incurred as provided for under Section 4B of the Ordinance and which cannot be recovered as part of the Tariffs.

- 5.3 The Tariff may be reviewed from time to time and the said changes in Tariff shall not affect the obligations of the Parties in accordance with the Contract.

6. CONNECTION CHARGE

The Consumer(s) shall pay to the Company a Connection Charge in full (if any) and such other payments to be paid before commencement of any installation works for the supply of electricity by the Company, as provided by the Contract and/or the Ordinance.

7. INSTALLATION OF SERVICE LINE, DISTRIBUTION EQUIPMENT, WIRING AND METER FOR ELECTRICITY SUPPLY

7.1 Service Lines and Distribution Equipment

7.1.1 The Consumer(s) shall pay for the costs of installation of service line, mains wiring, meter and other equipment and accessories in respect of the supply of electricity.

7.1.2 The service lines, poles, cables and other ancillary equipment including the meter are the properties of the Company in accordance to the prevailing guidelines. The Company reserves the right to utilize them in any way it may decide, regardless of the Consumer(s)'s contribution thereto.

7.1.3 The Company shall decide the appropriate type of service lines and its method of entry in accordance to the prevailing guidelines. The Company, as a Licensee shall also decide the position of the meter installation as per the Electricity Ordinance.

7.1.4 Any request for other type of service lines and/or different method of entry and/or position of the meter board by the Consumer(s) requires the Company's approval and all costs incurred for the said request shall be borne by the Consumer(s).

7.2 Wiring Installation

7.2.1 Wiring, inspection and testing shall be carried out by relevant competent person as prescribed under the Rules. The Company is not obliged to connect any installation that does not comply with the Rules.

7.2.2 The Consumer(s) shall maintain the wiring installation of the Company within the Consumer(s)'s premises or compound in good condition. In the event, during the inspection to be conducted by the Company at any time, the wiring installation is

found faulty and/or unsafe caused by the acts and/or omissions and/or negligence on part of the Consumer(s), the Company reserves the rights to disconnect the electricity supply to the Consumer(s) and/or make good the wiring installation. Any costs incurred by the Company for making good the wiring installation which is found faulty and/or unsafe due to acts and/or omissions and/or negligence on part of the Consumer(s) shall be solely borne by the Consumer(s).

7.2.3 The Company shall not be responsible for any loss or damage caused by or arising out of any defects in the wiring installation to which supply of electricity has been given.

7.3 Metering Requirements

7.3.1 Fuses and Meters

(a) The Company provides and fixes main cut-out fuses and meters necessary for registering the consumption of electricity, and the location of the fuses and meters shall be determined by the Company. The costs of all fuses and meter fees shall be borne by the Consumer(s).

(b) If the Company finds that: -

(i) the meter is concealed or obstructs wholly or partially the vision or access by the Company's representative to read, inspect and examine the meter; or

(ii) if the meter is in an unsafe situation or condition;

the Company shall be entitled to request the Consumer(s), at the Consumer(s)'s own costs and expenses, to remove or re-position the meter to such location as the Company shall direct. The failure on part of the Consumer(s) to do so and without reasonable justification, will entitle the Company to disconnect electricity supply to the premises at its absolute discretion.

8. ASCERTAINMENT OF ELECTRICITY CONSUMPTION

8.1 The Company reserves the right to bill the Consumer(s) based on the registered or recorded readings of the meters at the premises, or to estimate the electricity consumption of the Consumer(s) where the meter is not read for the month.

8.2 Any estimated consumption of electricity will be based on the forecast for the consumption from previous month(s). If a Consumer(s) is invoiced on the basis of an estimated meter-reading, the subsequent

bill shall be adjusted to reflect the actual consumption. Consumer(s) read meter-readings may be provided by the Consumer(s), but the Company must be given access to read the meter at least once in every six (6) consecutive months to verify the meter readings.

9. ACCESS TO METERS AND RELATED WIRING SYSTEM

- 9.1 Access to any land, premises or building of the Consumer(s) for the purpose of meter reading and inspection of the meters and/or related wiring systems and/or installations shall be given to the Company's representatives during reasonable hours to ensure that the same are safe and there is no contravention of the provisions of the Ordinance and/or the Rules and/or the Contract.
- 9.2 If the Consumer(s) fails to give reasonable facilities or access for testing, inspection or meter-reading, the Company may **discontinue the supply of electricity to the Consumer(s)**, and/or, impose additional estimated consumption charges amounting to **FIFTY PERCENT (50%)** of the current month of electricity consumption, from the sixth (6th) month when no access is granted in accordance with this provision. The Consumer(s) will be required to move the meter to an accessible location if the meter continues to be inaccessible.
- 9.3 The Company reserves the right to remove any obstruction created by the Consumer(s) which blocks the access for the Company's representatives to carry out testing, inspection and meter reading.
- 9.4 The Company shall not be liable to pay any compensation for any losses and/or damages to the Consumer(s) due to the removal of any obstruction created by the Consumer(s) as mentioned in Clause 9.3.

10. METER TESTING REQUESTED BY CONSUMER(S)

The Consumer(s) may have his meter tested by the Company on payment of a service charge of **RINGGIT MALAYSIA TEN ONLY (RM10.00)**.

11. METER TAMPERING

- 11.1 Where the meter and/ or Electrical Installation is found to have been tampered with or illegally connected or the Consumer(s) fails to have his supply metered through the appropriate meter, the supply may be immediately disconnected and/or the meter and other electrical installation will be replaced at the Consumer(s)'s costs.
- 11.2 The Company shall reserve the right to recover in full the arrears due to loss of revenue thereof and claim any remedies available to it as

provided under the law in the event that the meter is unable to record the correct meter reading due to the act/omission and/or negligence of the Consumer(s) and the date when the meter is tampered with could be ascertained.

Any:

- (i) costs, expenses and/or damages suffered or incurred by the Company in procuring replacement of the meter; and
- (ii) loss of revenue,

in respect of the above shall be borne by the Consumer(s).

12. RIGHT TO RECOVER LOSS OF REVENUE

Where a precise date when the meter was tampered or damaged or when the service line, apparatus or system was tampered, altered or adjusted could not be ascertained by the Company, the Company may recover the amount as provided under the Ordinance.

13. CHANGE OF OWNERSHIP

13.1 If the Premises belongs to the Consumer(s), it is the responsibility of the Consumer(s) to immediately inform the Company and terminate the Contract whenever there is any change of ownership or sale of premises to which supply pursuant hereto is connected, failing which, the Consumer(s) shall continue to be fully liable for the electricity supplied thereto and charged accordingly.

13.2 Pursuant to Clause 13.1, the Consumer(s) shall also notify the new owner in respect of the outstanding bills incurred (if any) and settle the outstanding bills (including by way of deduction from the proceeds of sale) failing which the Company shall have the right to reject:

- (i) any application for electricity supply by the Consumer(s) in respect of any other premises,
- (ii) any new application for electricity supply to the Premise(s).

13.3 In the event that there is outstanding electricity bill in respect of the premises which has been auctioned, the payment of the electricity bill shall be paid in accordance with the Memorandum of Sale /Conditions of Sale, failing which the Company shall have the right to reject any new application for electricity supply to the auctioned property pending payment of the same by the successful bidder or the owner of the property.

14. DECEASED CONSUMER(S)

- 14.1 The Occupier(s) of any premises shall inform the Company of the death of the deceased Consumer(s) having Contract with the Company and produce any evidence of death of the deceased Consumer(s).
- 14.2 The Occupier(s) of the premises, upon the death of the deceased Consumer(s) shall enter into a fresh Contract with the Company for the purpose of supply of electricity failing which the Company reserves the rights to disconnect the electricity supply to the premises at any time.

15. VACATED PREMISES

- 15.1 If the Consumer(s) vacates the premises without giving any notice in writing to the Company, the Consumer(s) shall be responsible for payment of all electricity consumed and any other charges due until the supply been disconnected and/or all electrical installation been dismantled or until such time when another Consumer(s) applies for a supply of electricity and enters into a new contract with the Company.
- 15.2 The Company reserves the right to disconnect the electricity supply and/or remove/dismantle all electrical installation up to the meter point without notice if it is found unsafe or other reasons to do so.

16. LANDLORD AND TENANT

- 16.1 If the Consumer(s) is a landlord, he shall settle all the outstanding electricity charges incurred at the Premises before any application for electricity supply can be approved by the Company.
- 16.2 If the Consumer(s) is a tenant,
- a) his application for electricity supply shall be supported by a valid tenancy agreement executed by the landlord and the tenant stipulating clearly the duration of the tenancy agreement failing which the Company shall be entitled to reject his application for the electricity supply.
 - b) the validity of the Contract shall be subject to the term of the tenancy agreement. In the event of an extension of the tenancy agreement between the landlord and the tenant, the Consumer(s) shall notify the Company at least **ONE (1) MONTH** before the expiration of the principle tenancy agreement, by producing evidence for the extension of the tenancy agreement executed between the landlord and the tenant, failing which the Company shall at its discretion, disconnect the supply and terminate the

Contract upon the expiration of the term of the principle tenancy agreement thereof.

17. TEMPORARY DISCONNECTION AT THE REQUEST OF CONSUMER(S)

The Consumer is required to give written notice to the Company to disconnect electricity supply at least **SEVEN (7) DAYS** prior to the requested date of disconnection and the Consumer should provide a forwarding address for final billing.

18. DISCONNECTION OF SUPPLY BY THE COMPANY

The Company shall have the right to disconnect the supply of the Consumer(s) without giving any notice in any situations mentioned below: -

- (a) Any default by the Consumer(s) in respect of the Contract and/or Ordinance and/or Rules and such default are not remedied within the stipulated period;
- (b) If the Consumer(s) fails to make any payments properly within the time provided for the payment;
- (c) By Court Order or Judgement;
- (d) If in the opinion of the Company that the continuation of the supply will jeopardize the safety, reliability or security of the Company's system or presents an imminent physical threat or endanger the safety, life or health of any person;
- (e) Where an authorised police officer applies to the Company for the disconnection of the supply of electricity to any premises pursuant to Section 21A of the Common Gaming Act 1953 and/or any other relevant and enforceable laws applicable in Malaysia; and
- (f) Any right to disconnect the supply without notice as provided under the Contract and/or Ordinance and/or Rules.

19. INTERRUPTION OF ELECTRICITY SUPPLY

19.1 The Company may temporarily interrupt the electricity supply for purposes of testing, carrying out repairs, extensions or modifications to the Company's system at no costs payable to the Consumer(s). The Company is not obliged to provide alternative source of supply upon such interruption to electricity supply.

19.2 The Consumer(s) shall have no claim against the Company for failure of supply or any delay in giving supply arising from any cause whatsoever.

20. EXTENSIONS AND ALTERATIONS

20.1 Any extension or alteration to any installation must have the prior written approval of the Company. Such application must be made on the official form issued by the Company.

20.2 The Company may conduct inspection and test on the extension or alteration done by the Customer on the installation in compliance with the Rules.

21. INTERFERENCE WITH SUPPLY TO OTHER CONSUMER(S)

The Consumer(s) must not use the supply in any manner that could interfere with the safe and efficient supply of electricity to the Consumer(s)'s premises and/or any other Consumer(s) or that would disrupt or damage or adversely affect the Company's system. The Company may disconnect the supply to the premises whenever the Consumer(s) breaches the provisions of this clause, until and unless such interference caused by the Consumer(s), ceases or has been abated.

22. BILLING AND PAYMENT

22.1 Billing

- (a) Bills for electricity consumed at the premises would be issued and delivered at every calendar month to the premises where the meter is installed unless other arrangement with the Company is made.
- (b) Non-receipt of any bill does not relieve the Consumer(s) from payment of electricity consumption under the Contract.

22.2 Payment

- (a) General
 - (i) Payment shall be made in accordance with the terms and conditions as stipulated on the bill.
 - (ii) Failure to pay the bill on or before the due date, a late payment charge of one percent (1%) on the outstanding

amount shall be imposed for every thirty (30) days thereof.

- (iii) If the bill, together with the late payment charge, remains unpaid for a period of fourteen (14) days after the due date, an outstanding processing fee of **RINGGIT MALAYSIA TEN ONLY (RM10.00)** will be charged and supply of electricity to the premises or to any premises belonging to the Consumer(s), may be disconnected without further notice.
- (iv) In the event that supply is disconnected, the supply shall not be reconnected until all outstanding charges including the late payment charge and outstanding processing fee are settled.
- (v) The Consumer(s) shall be responsible to settle the amount in the bills rendered by the Company including any other relevant charges for any invalid payment made by the Consumer(s) such as false credit card, dishonoured cheque and any other invalid payment.

(b) Payment by Cheques

Where the payment of bills is made by cheque, the Consumer(s) shall be under a duty to ensure that the same are honoured. A fee of **RINGGIT MALAYSIA TEN ONLY (RM10.00)** will be levied for every dishonoured cheque.

(c) Payment Using Other Facilities

Payment of bills may be made through facilities as listed in the Company's website at www.sarawakenergy.com.my. If the Consumer(s) chooses to pay his bills using other facilities, the updating of his account may take from three (3) to seven (7) days; as such, overdue bills shall be paid at the Company's counters to avoid disconnection of supply.

23. RELATED TAXES

Consumption bills, fees, surcharges and financial penalties may incur taxes or duties imposed by the Federal government and/or State government pursuant to any laws relating to taxes that are applicable in Malaysia and shall be borne and paid for solely by the Consumer(s).

24. POWER FACTOR

The Consumer(s) shall use his best endeavor to obtain the highest power factor possible in the operation of his electrical installation. Should the average power factor fall below 0.85, a supplementary charge shall be levied in accordance with the Schedule of Tariffs.

25. TERMINATION OF CONTRACT BY THE COMPANY

The Company may terminate the Contract at any time upon giving not less than **SEVEN (7) DAYS** notice in writing of its intention to do so.

26. EVENTS OF DEFAULT

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

- (a) Act or default of the Consumer(s) affecting the efficiency and /or safety of the Company's installation;
- (b) The Consumer(s) fails to comply with any of its other material covenant and any provision under the Ordinance and/or Rules;
- (c) If the Consumer(s) applies for a consent to the appointment of or the taking of possession by a receiver or liquidator of itself or of all or a substantial part of its property;
- (d) If the Consumer(s) fails to pay the outstanding bill in accordance with Clause 22.2;
- (e) If the Consumer(s) makes a general assignment or an arrangement or composition with or for the benefit of its creditors;
- (f) If the Consumer(s) commences a voluntary case or file a petition against such Party seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization of its debts, winding up or composition;
- (g) If the Consumer(s) is under receivership or under special administration or liquidation;
- (h) If Consumer(s) is declared bankrupt;
- (i) Upon the Consumer(s) resolution or death;
- (j) If the premises of the Consumer(s) is under auction and/or foreclosure proceedings;

- (k) If during meter reading and/or inspection, the Consumer(s) fails to co-operate fully with the Company's representatives and render the necessary assistance to undertake the meter reading and/or inspection;
- (l) If the premises of the Consumer(s) is under dispute as to the ownership which may include the land and/or building; and
- (m) if the Consumer(s) fails to comply with any of the provisions in the Contract and/or any laws in force in Malaysia and/or any requirements by any local authorities.

26.2 If an event of default occurs, the Company may terminate the Contract by giving **SEVEN (7) DAYS** notice in writing to the Consumer(s) and/or exercise any rights of the Company pursuant to the Ordinance and/or the Contract. Upon termination of the Contract: -

- (i) the Company shall have the right to cease any and/or all of its obligations and liabilities under the Contract;
- (ii) the Company shall be entitled to claim against the Consumer(s) for all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Company arising from such termination; and
- (iii) The Company shall have the right to reject any applications of electricity supply to any premises of the Consumer(s).

The termination of the Contract herein shall not affect or prejudice the rights of the Company which have accrued prior to the date of termination of the Contract.

27. TRANSFER OF OUTSTANDING AMOUNT & COLLATERAL DEPOSIT

27.1 The Company shall have the right to transfer any outstanding amount of electricity from any account of the Consumer(s) to any active account registered under the Consumer(s)'s name.

2.7.2 If there is a balance of collateral deposit from the Consumer(s)'s terminated account, the Company shall have the right to use the balance of the Collateral Deposit to offset any outstanding amount from whichever account registered under the Consumer(s)'s name.

28. FORCE MAJEURE

The Company shall not be liable to the Consumer(s) for any breach of terms and conditions of this Contract due to any of this event which shall include but not limited to national emergency war, hostilities, riot, civil commotion, earthquake, flood, disposition or by compliance with any order of government, local or any other authorities.

29. INDEMNITY AND NO LIABILITY CLAIM

29.1 The Consumer(s) agrees to indemnify and keep indemnified the Company from and against all and/or any claims, actions, compensations, suits, proceedings, demands and all legal costs incurred thereby, brought against the Company, its employees or agents by a third party to which the Company shall or may be or become liable in respect of or arising from the performance of the Contract provided always it is not due to the willful acts of the Company, its employees or agents.

29.2 The Consumer(s) hereby agrees that neither the Company nor its employees, agents or representatives shall be liable and/or make good the Consumer(s) in respect of any damage, injury or loss to any of the Consumer(s)'s property and/or life unless such damage, injury or loss have been proven as a result of any willful acts or omissions by the Company, its employees or agents.

29.3 The Consumer(s) hereby agrees further that the Company shall not be liable for any cost incurred, loss and/or damage of industrial goods, product, property or life of the Consumer(s) and/or the Occupier as a result of any accident, voltage fluctuation, interruption, reduction and/or cessation of the electricity supply, fire or accident and/or acts of vandalism and theft that may occur in consequence of the supply or the use or misuse which is beyond the control of the Company and not due to the willful acts of the Company and/or its employees.

30. APPLICANT DECLARATION

The Consumer(s) shall abide at all times to the Applicant Declaration as stipulated in the Electricity Supply Application Form.

31. TERMS AND CONDITIONS OF CONTRACT TO BE UNDERSTOOD FULLY

The Consumer(s), prior to the signing of the Contract, shall ensure that he understands fully the terms and conditions of the Contract, and is deemed to fully agree to all the terms and conditions once he places his signature on the Contract.

32. INFORMATION IN CONTRACT

The Consumer(s) is responsible to ensure that the information provided in the Contract is correct and true. The Company shall be notified in writing of any subsequent changes in the information provided by the Consumer(s) in the Contract.

33. CONSUMER(S) DATA

33.1 The personal information provided by the Consumer(s) shall be used by the Company and/or its group of company for the purpose stated in the Company's Privacy Notice ("the Privacy Notice"). By submitting the application for supply of electricity and executing the Contract, the Consumer(s) consents to the use of such information for the purpose as stipulated in the Privacy Notice and the recovery process of any outstanding amounts due to the Company from the Consumer(s) (including the disclosure of the personal information to any relevant agencies for such recovery purpose).

33.2 All information provided by the Consumer(s) pursuant to Clause 33.1 will be kept confidential by the Company.

34. NOTICE

Any notice, letter or bill to be given to the Consumer(s) (unless it is published in the media) pursuant to the Contract shall be deemed to be given if the same is delivered or sent:

- (a) by registered post to the address of the Consumer(s) as stated in the Contract; or
- (b) Through hand delivery by the Company's employees and/or agents to the address of the Consumer(s) as stated in the Contract on the day any notice, letter or bill is hand delivered to the Consumer(s); or
- (c) by facsimile transmission, upon receipt by the Company of a transmission report emanating from the facsimile machine of the Company indicating that the notice has been properly transmitted; or
- (d) by email upon receipt by the Company of email delivery report; or
- (e) by Short Message Service (SMS) to the Consumer(s)' hand phone upon receipt by the company of SMS delivery report".

The Company may give notice using other forms of communication such as electronic mail, social media or other electronic messaging for the purpose of complementing those notices given in (a), (b), (c), (d) or (e).

35. MISCELLANEOUS PROVISIONS

35.1 Liability of Consumer(s) for Damage to Equipment

The Consumer(s) will be held responsible by the Company for the safe keeping of all meters and other equipment belonging to the Company placed on the premises. Should any damage or injury be caused by fire, water, accident or any other causes for which the Company is not responsible, the Consumer(s) shall bear the cost of making good any such damage or injury.

35.2 Responsibilities of Consumer(s)

The Consumer(s) shall utilize the electricity supply in an optimal, safe, efficient, diligent and prudent manner. The Consumer(s) shall pay for all damages to the property of the Company due to negligence or willful misconduct on the Consumer(s)'s part or any persons under the Consumer(s)'s control.

35.4 Removal of The Company's Installation

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

35.5 Written Laws

Any reference in the Contract to the Sarawak Electricity Ordinance (Cap. 50) or the Electricity Rules, 1999 or any other written laws, shall be construed to include any amendment, modification or statutory re-enactment thereof.

35.6 Governing Law

The Contract shall be governed by and construed in accordance with the laws of Malaysia, and the Parties irrevocably submit to the jurisdiction of the courts of Malaysia.

35.7 Assignment

The Consumer(s) shall not assign any of the rights or obligations arising under this Contract to any third party without the prior consent in writing of the Company.

35.8 Waiver

Knowledge or acquiescence by the Company of or in breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such acknowledge or acquiescence, the Company shall be entitled to exercise its rights under this Contract.

35.9 Time

Time wherever mentioned shall be the essence of this Contract.

35.10 Successors-in-Title

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

35.11 Stamp Duty

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

35.12 Severability

If any one or more of the provisions or part thereof contained in this Contract should be or become invalid or unenforceable due to whatsoever reasons this shall not in any way affect or impair the validity or enforceability of the remaining provision hereof.

35.13 Power Quality

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