



Terms and Conditions for Solar PV Systems (i)

The Services are provided by **COUNTRY STAR SDN. BHD.** (Company No.:199701021808/437305-H) limited liability company duly incorporated under the laws of Malaysia and having its business address at 53-1-1A & 1B, Jalan Medan PB 2B, 43650 Bandar Baru Bangi, Selangor, Malaysia according to these Terms and Conditions set forth herein.

Terminologies

"Acceptance of Proposal" or "AP" shall mean the document which stipulated the details of the Solar PV System to which is accepted by the Customer;

"Company" shall mean the service provider; COUNTRY STAR SDN. BHD. and its permitted assigns;

"Customer" shall mean the applicant and undersign of the AP, who accepts these Terms and Conditions;

"Total Fee" shall mean the Price of Solar PV System as set forth under the AP;

"Party" or "Parties" shall mean the Customer or Company individually or collectively respectively;

"Payment Milestones" shall mean the key milestones for payment of certain deliverables as set forth under the AP;

"Term" shall mean the duration of the Services to be completed as set forth under the AP;

"Solar PV System" shall mean the components listed under the spec sheet of the AP;

"Services" shall mean the engineering, procurement, construction and commissioning of the Solar PV System;

"Site" shall mean the place provided by the Customer where the Services are to be performed.

Mobilisation of the Services

The Customer shall, prior to the mobilisation of the Services by the Company, pay the Total Fee to the Company according to payment milestone.

The Parties agree that any delay on the part of the Customer to make payment to the Company shall not entitle the Customer for any Services to be provided.

As is Basis

The Company shall perform the Services on the Site on an "as is", "where is" and "with all faults and defects" basis. The Customer agrees that Company shall not be responsible or liable to the Customer for any defects, errors or omissions on the account of any existing conditions affecting the Site prior to the Services being performed by the Company.

Access by the Customer

The Customer shall permit the Company to enter into and remain on the Site to undertake the Services during the Term.

Representations and Warranties by the Customer

The Customer represents and warrants to the Company that:

- (a) the Customer has full power and authority and the necessary rights to perform all of its obligations under these Terms and Conditions and in law and these Terms and Conditions constitute legal, valid and binding obligations of the Customer to the Company;
- (b) the Customer has taken all necessary action to obtain such authorisation for the entry into and performance of these Terms and Conditions and to carry out the transaction and confer the rights contemplated by these Terms and Conditions;
- (c) all authorisations required in connection with the execution, delivery performance by it and the validity and enforceability of these Terms and Conditions have been obtained or effected and are in full force and effect;
- (d) the Customer is not in default under any agreement to which it is a party or by which it is bound and no litigation, arbitration or administrative proceedings are presently current or pending which default, litigation, arbitration or administrative proceedings, as the case may be, might materially affect its ability to enter into and/or perform its obligations under these Terms and Conditions; and
- (e) all information furnished by the Customer to the Company in connection with these Terms and Conditions that it has not omitted to state any fact, the omission of which makes any statements made in connection herewith, in light of the circumstances under which they are made, misleading and that it is not aware of any material facts or circumstances that have not been disclosed to the Company which might, if disclosed adversely affect the decision of a person considering whether or not to enter into these Terms and Conditions. The Customer undertakes to inform the Company of any material change in circumstance which affects these Terms and Conditions and/or the performance of the terms and obligations of these Terms and Conditions.



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Payment

The Contractor shall be entitled to be paid the Total Fee for the executed Services according to the Payment Milestones as set forth under the AP. Within 30 days of each delivered invoice, the Customer shall pay to the Company the amount shown in the invoice. The Company shall be entitled to immediately suspend its Services and/or invoke the termination clause, should the Customer fail to pay according to the respective Payment Milestones.

Force Majeure

Notwithstanding anything contrary contained in these Terms and Conditions, either Party shall not be liable for damages for any breach or non-observance of any of its covenants and agreements set forth herein in the event of national emergency, war, prohibitive governmental regulation or if any other causes beyond control of either Party or any of them renders the performance of these Terms and Conditions impossible.

Extension of Time

The Company shall be entitled to an extension of time to the Term if the Services are or will be delayed by disruption caused by Force Majeure or of the Customer's action/inaction.

Termination

The occurrence of any of the following events, unless excused by Force Majeure shall constitute an Event of Default by the Customer:

- (a) the Customer is dissolved or declared insolvent; makes a general assignment for the benefit of its creditors, seeks or consents to the appointment of a receiver, custodian, or similar official for any substantial part of its property, institutes any proceedings seeking an order for relief or to adjudicate it insolvent or adjustment of its debts under any law relating to bankruptcy or insolvency;
- (b) the Customer defaults in payment as and when due of any moneys payable (but unpaid) under these Terms and Conditions and such default shall continue for a period of thirty (30) days;
- (c) the Customer fails to perform any of its obligations under these Terms and Conditions in a material respect;
- (d) any material representation made by the Customer herein shall be proven to have been false or misleading in any respect when made; or
- (e) unauthorised repair, replacement or modification of the Solar PV System.

If there shall occur an Event of Default in respect of the Customer, the Company shall give the Customer notice in writing specifying in detail the Event of Default. If the Company gives such a notice and the Owner does not cure such default (except for an event specified in (a) as to which no cure period shall apply and for (b) and (c), as to which a cure period of fourteen (14) days shall apply after the Customer's receipt of such notice or such longer period to cure the default as approved by the Company, the Company may terminate these Terms and Conditions or its Services by written notice to the Customer. The Company shall also be entitled to suspend its Services hereunder upon the occurrence of an Event of Default provided that prior written notice thereof is given to the Customer.

Where these Terms and Conditions or the Services are terminated, the Customer shall not be entitled to a refund of the Fee and shall pay the Company reasonable compensation for all loss and damage sustained by the Company. The quotation is valid only for 60 days from the date of the AP, in the absence of the first payment from the Customer to the Company, the AP will be void and it is deemed that the Services are no longer required.



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Indemnities

The Customer shall be liable for and shall indemnify, defend and hold harmless the Company against any and all losses, claims, damages, costs, expenses, demands, proceedings, and actions which may be incurred or suffered by the Company arising from:

- (a) any sickness, disease, death or bodily injury to any person;
- (b) loss of or damage to property; and
- (c) third-party actions, claims or demands brought against the Company, which may arise out of, or in consequence of:
 - (i) any breach of these Terms and Conditions by the Customer; or
 - (ii) any non-compliance with any law by the Customer.

Limit of Liability

The Company shall not be liable to the Customer for any losses or damages suffered or incurred due to or arising out of the Services which includes but without limitations:

- (a) any loss or damage to property; and
- (b) any sickness, disease, death or bodily injury to any person.

Unless, to the extent caused by fraud or wilful misconduct.

Neither the Customer nor the Company shall be liable for any remote and indirect loss or damages sustained by either party for any reason whatsoever.

The Company's maximum aggregate liability in relation to any and all claims under these terms and Conditions shall not exceed the fees paid or the Total Fee whichever lesser.

Indemnification

The Customer shall be liable for and shall indemnify and hold harmless the Company, its shareholders, employees, directors, agents and assigns against all liability for direct losses incurred or suffered by the Company arising from:

- (i) any sickness, disease, death or bodily injury to any person;
- (ii) loss of or damage to property; and
- (iii) third-party actions, claims or demands brought against the Company, which may arise out of, or in consequence of:
 - (A) any breach of these Terms and Conditions by the Customer; or
 - (B) any non-compliance with any law by the Customer.

Assignment, Change of Ownership and Novation

The Company may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to the Customer in doing so.

Except as otherwise stated in the above, neither Party shall assign, novate or transfer the whole or any part of these Terms and Conditions unless there is an intended change of the Site ownership, the Customer shall then notify the Company in writing and novate these Terms and Conditions to the new owner of the Site.

Arbitration

In the event of any dispute arising from these Terms and Conditions or the Services, the Parties agree to discuss in good faith to reach an amicable resolution. The Parties then shall meet to resolve the dispute within thirty (30) days of notice of dispute. If such dispute cannot be resolved amicably within the specified date or any extended period which the Parties may determine, either Party may refer such dispute to Asian International Arbitration Centre in Bangunan Sulaiman, Jalan Sultan Hishamuddin, Kampung Attap, 50000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.



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Terms and Conditions of Sale

The Customer has read and agreed to CSSB's Terms and Conditions of Sale available at www.cssb.com.my.

Governing Law

The interpretation and the construction of these Terms and Conditions, and all matters relating hereto, shall be governed by the laws of Malaysia.

Entire Agreement

These Terms and Conditions constitutes the entire agreement between the Parties with respect to the matters contained herein, supersedes any and all previous agreements and understandings between the Parties with respect to such matters and binds and inures to the benefit of the Parties, their successors in title and permitted assigns.