



# LATIHAN SIMULASI MYPEC

## PERMOHONAN BEKALAN ELEKTRIK PERNIAGAAN/ BUKAN-DOMESTIK BUSINESS/NON-DOMESTIC ELECTRICITY SUPPLY APPLICATION



**TENAGA NASIONAL MyPEC**

### UNTUK KEGUNAAN PEJABAT/FOR OFFICE USE

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

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

### 1A. BUTIR PEMOHON/APPLICANT'S DETAIL

Gelaran/Salutation (Encik/Puan/Cik/Gelaran Lain \_\_\_\_\_)  
(Mr./Mrs./Miss/Other Salutation)

Nama Pemohon/Applicant's Name

No. K/P Lama/Old IC No.

No. K/P Baru/New IC No.

atau/or

No. Pasport/Passport No.

No. Pendaftaran Syarikat/No. Perniagaan

Co. Registration No./Business Registration No.

Nama Syarikat/Company's Name

### 1B. ALAMAT/ADDRESS

Bil dihantar ke/Bill send to  Alamat Premis/Premise Address

Alamat Surat-Menyurat/Mailing Address

Alamat Premis Bagi Permohonan Bekalan Elektrik/Premise Address

Alamat Surat-Menyurat/Mailing Address

No. /  Tingkat /  No. Lot/No. Pangsapuri /

Alamat/Address

No. Floor Lot No./ Apartment No.

Bangunan /

Building

Nama Jalan/Street Name

Poskod /

Post Code

Taman/Seksyen

Bandar /

Town

Poskod /

Negeri /

State

Bandar /

Telefon (R) /

Telephone (H)

Town

Telefon (P) /

Telephone (O)

Negeri /

Fax /

Telefax

Telefon (R) /

Telephone (H)

Telefon (P) /

Telephone (O)

Telefon Bimbit /

Handphone

Fax/Telefax

E-mel /

E-mail

E-mail

Status Premis/Premise Status

Sendiri/Own  Sewa/Rent  Lain-lain/Others

- Borang permohonan ini boleh dimajukan ke pejabat MyPEC yang berhampiran dengan premis anda /This application form may be submitted to the MyPEC nearest to your premise
- Borang permohonan ini diberi secara percuma/This application form is distributed free of charge
- Borang permohonan ini hendaklah diisi dengan pena mata bulat/This application form is to be filled with ball point pen

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

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

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

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

1E. JENIS PERNIAGAAN /TYPE OF BUSINESS

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

Aktiviti Perniagaan/Business Activity \_\_\_\_\_

1F. TARIKH BEKALAN /SUPPLY DATE

Tarikh Bekalan Diperlukan/Date Supply Required

/   /

hh/dd / bb/mm / tt/yy/yy

1G. PERAKUAN PEMOHON /APPLICANT DECLARATION

Dengan ini :

- Saya memperakui bahawa kontraktor yang saya lantik atau yang dilantik oleh Pemaju yang dinamakan di belakang ini adalah kontraktor yang berdaftar dengan Suruhanjaya Tenaga MyPEC. Saya memberi kebenaran kepada kontraktor ini untuk menguruskan kerja-kerja berkaitan dengan permohonan saya ini.
- Saya bersetuju dengan semua syarat bekalan Elektrik TNM seperti di dalam Syarat-Syarat Bekalan Bagi Pengguna Perniagaan / Bukan Domestik.
- Saya bersetuju membayar/menyelesaikan semua bayaran sambungan bekalan (jika berkaitan) dan semua wang cagaran sebelum bekalan diberikan.
- Saya bersetuju membantu TNM untuk mendapatkan kelulusan tuannya tanah/premis bagi menyambung bekalan ke premis tersebut.
- Saya tiada halangan bagi TNM mengguna sesalur kakilimia di di premis saya.
- Saya mengesahkan maklumat yang saya berikan di atas adalah benar dan TNM berhak mengambil apa-apa tindakan yang sewajarnya jika maklumat yang diberikan adalah didapati tidak benar.

Whereby :

- I hereby attest that the contractor appointed by me/housing developer as named herein is a contractor registered MyPEC Energy Commission I also give permission to the contractor to do all necessary works related to my application.
- I hereby agree to be bound by all terms and conditions relating to electricity supply of TNM as in Condition of Supply For Business/ Non-Domestic Cons
- I hereby agree to pay/settle all connection charge (if any) and deposits prior to the electricity supply.
- I hereby agree to assist TNM to obtain the landlord's permission to connect the supply to the said premise.
- I have no objections for TNM to utilise the five foot mains in my premise
- I hereby acknowledge that all information given are true and TNM shall have the right to take any action if the information given are false.

Nama Pemohon/Name of Applicant \_\_\_\_\_

Tandatangan/Signature \_\_\_\_\_

Tarikh/Date \_\_\_\_\_



**BAHAGIAN 2 : UNTUK DIISI OLEH KONTRAKTOR ELEKTRIK BERDAFTAR/  
SECTION 2 : TO BE COMPLETED BY REGISTERED ELECTRICAL CONTRACTOR**

**2A. BEKALAN ELEKTRIK TERDEKAT/NEAREST ELECTRICITY SUPPLY**

No. Akaun Pelanggan Terdekat/Nearest Customer Account No.

--	--	--	--	--	--	--	--	--	--	--

No. Tiang Elektrik Terdekat/Nearest Electrical Pole No.

--	--	--	--	--	--	--	--	--	--	--

**2B. KAEDAH BEKALAN/TYPE OF SUPPLY**

\* Sila tandakan (/). Please tick (/)

<input type="checkbox"/>	Satu Fasa/Single Phase
<input type="checkbox"/>	Tiga Fasa/3 Phase
<input type="checkbox"/>	CT Meter Size/CT Size _____
Cadangan Tarif/Proposed Tariff _____	

**2C. BUTIRAN BEBAN/  
LOAD DETAIL**

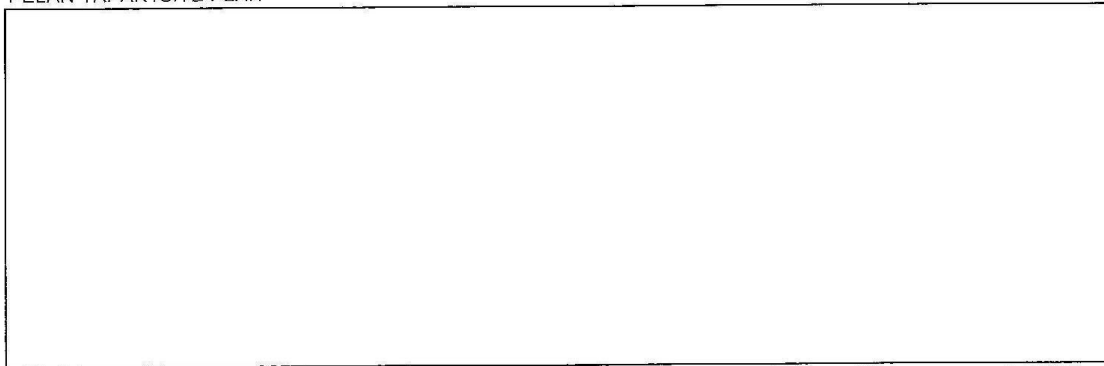
Butir Beban/ Load Detail	Jumlah Beban Sambungan (kW) / Total Load Connected (kW)	Kehendak Maksima (kW) / Maximum Demand (kW)
Beban Sediada/ Existing Load		
Beban Tambahan/ Additional Load		
Beban Baru/ New Load		
Jumlah Beban/ Total Load		
Cadangan Voltan/ Proposed Voltage		(V)

**2D. SILA TANDAKAN (/) PADA SALINAN YANG DIMAJUKAN / PLEASE TICK (/) COPY OF DOCUMENT PROVIDED**

- Kad Pengenalan Pemohon/Applicant's Identity Card
- Rajah Skematik Pemasangan/Schematic diagram
- Lesen Pengilang Pemohon (sekiranya berkaitan)/  
Applicant's Factory Licence (If Applicable)
- Borang G & H (selepas pemasangan siap dipasang dan diuji)/  
G & H form (after wiring is completed and tested)
- Salinan Borang 49/Copy Form 49
- Salinan Sijil Pendaftaran Syarikat /Perniagaan/  
Copy of Registration Of Company (ROC)/Business (ROB)

- Pelan Tapak/Lokasi /Site Plan/Location
- bagi beban kurang dari 100kVa, isi pelan tapak /  
for load less than 100kVa, please fill the site plan.
- bagi beban lebih dari 100kVa, lampirkan pelan tapak/terperinci, rajah  
skematik, pemasangan dan tandatangan serta cop perunding elektrik  
yang sah /  
for load over 100kVa, please attach detailed plan, schematic diagram  
and signature and consultant engineer's official stamp.

PELAN TAPAK / SITE PLAN



**PETANDA**

- Premis perlu bekalan
- Tiang sediada
- Cadangan tiang, nyatakan
- Lokasi \_\_\_\_\_
- Kuantiti \_\_\_\_\_ batang
- Cadangan talian, nyatakan
- • • Bawah tanah \_\_\_\_\_ meter
- x • x Talian atas \_\_\_\_\_ meter
- \_\_\_\_\_ Talian sediada
- ♣ Pokok perlu ditebang
- ¥ Dahan perlu dicantas
- Punca bekalan
- - - Cadangan servis, Nyatakan \_\_\_\_\_ meter

**LEGENDS**

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

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

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

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

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

Alamat Elektrik/Electrical Address:

No Perkakas Suis/Link No:

No Papan Agihan Voltan Rendah / LVDB No:

No Peti Pembekal / FP No:

Disemak Kerani Kaunter: Nama Pekerja \_\_\_\_\_ No. Pekerja \_\_\_\_\_

Diluluskan Oleh: Pegawai Yang Dikuasakan \_\_\_\_\_ No. Pekerja \_\_\_\_\_

Tandatangan \_\_\_\_\_ Tarikh \_\_\_\_\_

Tandatangan \_\_\_\_\_ Tarikh \_\_\_\_\_

**General Information**

- 9am - 6pm MyPEC HOTLINE
- Electricity Bill Payment Channel:
  - Direct Debit - Credit Card
  - Direct Debit - Savings / Current A/C
  - Bulk Payment System
  - MyPEC Office
  - Auto Teller Machine (ATM)
  - Websites TNM : www.malaysiapec.net
  - Phone Banking
  - Over The Counter (participating banks)
  - One Stop Collection Centres
- For further information please refer to MyPEC website at [http:// www.malaysiapec.net](http://www.malaysiapec.net)

## **CONDITIONS OF SUPPLY FOR BUSINESS / NON-DOMESTIC CONSUMERS**

### **DEFINITIONS**

#### **1. BUSINESS/NON DOMESTIC CONSUMERS**

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

#### **2. CONTRACT**

Means the Contract of Supply comprising of conditions and application form.

#### **3. CONNECTION CHARGES**

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

#### **4. TARIFF**

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

#### **5. LIQUIDATED DAMAGES**

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

#### **6. PROJECT MINIMUM MONTHLY CHARGES (PMMC)**

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

#### **7. GUARANTEED MINIMUM MONTHLY CHARGES (GMMC)**

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

#### **8. CONNECTED LOAD CHARGE (CLC)**

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

#### **9. LOW VOLTAGE**

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

#### **10. MEDIUM VOLTAGE**

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

#### **11. HIGH VOLTAGE (HV)**

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

#### **12. REGULATOR**

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

#### **13. TENAGA NASIONAL MyPEC**

Tenaga Nasional MyPEC (MH0094) a company incorporated in Malaysia under the Companies Act 1965 and with its registered address at 22nd floor, Menara Safuan, No.80 Jalan Ampang, 50450, Kuala Lumpur

### **A. CONSUMER'S COVENANTS**

#### **1. TO TAKE SUPPLY**

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

#### **2. CONNECTION CHARGE**

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

#### **3. DISCONNECTION FEE**

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

#### **4. HIGH VOLTAGE SUPPLY CONSUMER**

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



**5. DEPOSIT**

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

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

**6. UPKEEP THE SERVICE LINES AREA**

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

**7. TERMINATION BY THE CONSUMER**

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

**8. VACATED PREMISE**

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

**9. RESPONSIBILITY TO MAKE GOOD ALL DAMAGE**

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

**10. NO INTERFERENCE OF SUPPLY TO OTHER CONSUMERS**

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

**11. NO OBSTRUCTION TO TNB'S INSTALLATION**

- (a) The Consumer shall not create any obstruction and/or undertake any activity in the vicinity of any MyPEC electrical installation.
- (b)(i) TNM has the right to take any reasonable action to remove any obstruction created by the Consumer or representative under Consumer's supervision/control.
- (b)(ii) TNM shall not be liable to pay any compensation for any losses and/or damages to the Consumer due to the said removal.

**12. ACCESS**

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

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

**13. APPLICANT DECLARATION**

To abide at all times to the Applicant Declaration as stipulated in Section 1 of the Application Form.

**B. TNB'S COVENANTS**

**14. USAGE OF INSTALLATION FOR OTHER CONSUMER**

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

**15. ROUTE**

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

**16. TEMPORARY DISCONNECTION OF SUPPLY**

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

**C. IT IS HEREBY AGREED BY BOTH PARTIES**

**17. RISING AND LATERAL MAINS**

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

## 18. BILLING AND PAYMENT

- (a) All bills rendered by TNM to the Consumer shall be paid by the Consumer within the stipulated period.
- (b) In the event the Consumer fails to pay the bills rendered by TNM, TNM shall have the right to disconnect the supply of electricity to the Consumer at the premise.
- (c) Notwithstanding anything herein before mentioned TNM shall have the right to impose surcharge of one percent (1%) on the outstanding amount calculated until the date of full payment.
- (d) The Consumer shall be responsible to repay the amount in the bills rendered by TNM including any other relevant charges for any invalid payment made by the Consumer such as false credit card, bounce cheque and any other invalid payment.
- (e) In the event the Consumer fails to make payments on the amount as per Clause 18(a) and 18(d), TNM shall have the right to disconnect supply of the Consumer's premise or any other premise which is registered under the Consumer's name.

## 19. LIQUIDATED DAMAGES

In the event the Consumer fails or ceases to take supply for five (5) years after signing of this contract, the Consumer shall pay to TNM Liquidated Damages.

Provided always that the amount and the payment of Liquidated Damages shall be subjected to the prevailing policy of Connection Charges and Tariff.

## 20. CONNECTED LOAD CHARGE

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

## 21. POWER FACTOR

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

## 22. REMOVAL OF TNB INSTALLATION

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

## 23. DISCONNECTION OF SUPPLY

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

- (a) Any default by the Consumer under Clause 25 and such default are not remedied within the stipulated period.
- (b) By court Order / Judgement.
- (c) If in the opinion of TNM that the continuation of the supply will jeopardize the safety, reliability or security of TNM system or presents an imminent physical threat or endanger the safety, life or health of any person.
- (d) Any right to disconnect the supply without notice as provided under the Electricity Supply Act 1990.

## 24. TERMINATION BY TNM

- (a) TNM may terminate this contract at any time upon giving not less than 14 working days notice in writing of its intention to do so.
- (b) TNM may terminate this Contract under clause 23 by giving 14 working days notice from the date of expiry of the remedy period.
- (c) If the Consumer renders to TNM a temporary notice of disconnection of supply thereby it shall be considered as a notice of termination of the contract subject to the issuance of notice under clause 24 (a).

## 25. EVENT OF DEFAULT

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

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

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

## 26. INSPECTION BY TNM

- (a) TNM may need to inspect and test all installations before connection of supply. However, it is the responsibility of the Registered Electrical Contractor to ensure that the installations are safe.
- (b) To inform TNM of any proposed extensions or alterations to the installations so that TNM may make inspection and test of the extension or alteration if TNM so desires.



- (c) That TNM does not accept any responsibility for any loss or damage caused by or arising out of any defect in the installation during or after the test and any test carried out by TNM are for TNM purposes only and do not imply any warranty that the installation is suitable for the Consumer's purposes or that it fully complies with the Electricity Supply Regulations 1994 or any subsequent amendments made thereto.
- (d) All costs for inspection by TNM will be borne by, TNM

**27. TRANSFER OF OUTSTANDING AMOUNT & BALANCE OF DEPOSIT**

- (a) TNM shall have the right to transfer any outstanding amount of electricity from vacated account of the Consumer to any active account registered under the Consumer's name.
- (b) If there is a balance of deposit from the Consumer's vacated account, TNM shall have the right to use the balance of the deposit to adjust for any outstanding amount from whichever active account registered under the Consumer's name.

**28. FORCE MAJEURE**

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

**29. INDEMNITY AND NO LIABILITY CLAIM**

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

**D. MISCELLANEOUS**

**30. GOVERNING LAW**

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

**31. AMENDMENT, MODIFICATION OR REPLACEMENT**

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

**32. ASSIGNMENT**

The Consumer shall not assign any of the rights or obligations arising under this Contract to any third party without the prior consent in writing of TNM

**33. WAIVER**

Knowledge or acquiescence by TNM 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, TNM shall be entitled to exercise its rights under this Contract.

**34. TIME PERIOD**

Time wherever mentioned shall be the essence of this Contract.

**35. SUCCESSORS-IN-TITLE**

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

**36. STAMP DUTY**

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

**37. 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.

**38. INSTALLATION OF EQUIPMENT TO GENERATE ELECTRICITY**

The Consumer shall inform TNM on any equipment installed at his premise for the purpose of generating electricity.

**39. POWER QUALITY**

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