

DATED [^]

BETWEEN

GAS MALAYSIA DISTRIBUTION SDN BHD
(Company No.: 1256744-A)

AND

[^]
(Company No.: [^])

GAS DISTRIBUTION AGREEMENT

[GDA Ref No: [^]]



THIS GAS DISTRIBUTION AGREEMENT is made the _____ day
of _____ (**"Agreement"**)

BETWEEN

GAS MALAYSIA DISTRIBUTION SDN BHD (Company No.: 1256744-A), a company incorporated in Malaysia under the Companies Act and having its registered office at No. 5, Jalan Serendah 26/17, Seksyen 26, 40732 Shah Alam, Selangor Darul Ehsan (hereinafter referred to as the **"Distributor"**) of the first part;

AND

[*] (Company No.: [*]), a company incorporated in Malaysia under the Companies Act and having its registered address at No [*] (hereinafter referred to as the **"Shipper"**) of the other part.

(The Distributor and the Shipper shall hereinafter be referred to individually as the **"Party"** and collectively as the **"Parties"** as the context may require)

RECITALS:

- A. The Distributor is a private limited company incorporated in Malaysia and has been granted a licence for the distribution of Gas pursuant to Section 11B(1)(a) of the Act.
- B. The Shipper is a private limited company incorporated in Malaysia and has been granted a licence for the shipping of Gas pursuant to Section 11B(1)(c) of the Act.
- C. Pursuant to Section 2 of the Distributor's Access Arrangement for Distribution Networks in Malaysia (**"Access Arrangement"**), the Distributor has approved the Shipper's Access Application and the Distributor and the Shipper have entered into this Agreement in accordance with Section 3 of the Access Arrangement to govern the contractual relationship between the Distributor and the Shipper in respect of the distribution of Gas through the Distribution Network from an Entry Point to an Exit Point effective from the date of this Agreement (**"Effective Date"**).
- D. The Distributor hereby agrees to provide the Services and the Shipper hereby agrees to take the Services upon the terms and conditions hereinafter appearing.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS & INTERPRETATION

For the purpose of this Agreement, the terms used hereunder shall have the same meanings as defined under the Access Arrangement.

2 APPLICATION OF ACCESS ARRANGEMENT

The Parties hereby acknowledge and agree to be subject to the terms and conditions as stipulated under the Access Arrangement and this Agreement shall be read together with the Access Arrangement. If any inconsistency appears between the provisions of this Agreement and the Access Arrangement, the provisions of the Access Arrangement shall prevail to the extent of the inconsistency.



3 SCOPE OF AGREEMENT

Subject to the terms and conditions as contained herein, it is agreed that:

- (a) the Distributor shall provide the Services to the Shipper in accordance with the particulars as stated under Appendix 1 of this Agreement; and
- (b) in consideration of the Services provided by the Distributor, the Shipper shall pay to the Distributor the Distribution Tariff and/or any other charges as stipulated in the Access Arrangement.

4 WARRANTIES AND REPRESENTATIONS

- 4.1 Each Party covenants, warrants and represents that for so long as this Agreement remains in force it will continue to have full legal capacity, right, power and authority to execute and perform its obligations under this Agreement and the Access Arrangement.
- 4.2 The Shipper covenants, warrants and represents to the Distributor that it shall have title to the Gas at the Entry Point and that such Gas is free from all liens, charges and encumbrances.
- 4.3 Each Party warrants that it shall have all valid and required approvals, licences and permits throughout the duration of this Agreement. Where any new approvals, licences and permits are required by reason of any Change in Law, the Parties shall obtain such new approvals as soon as reasonably practicable.
- 4.4 The Shipper confirms that it has been issued with a licence by the Commission to carry out the activities of the shipping of Gas pursuant to Section 11B(c) of the Act ("**Shipping Licence**").
- 4.5 The Shipper warrants that it shall be in compliance with all requirements, standard operating procedures, guidelines, codes, regulations and laws in accordance with the terms of the Shipping Licence.

5 TERMINATION

This Agreement may be terminated in accordance with the Access Arrangement.

6 NOVATION AND ASSIGNMENT

The Shipper shall not assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the Distributor.

7 NO THIRD PARTY BENEFICIARIES

The agreement of the Parties to enter into this Agreement on the terms and conditions set forth is solely for the benefit of the Parties and no other person shall have any rights hereunder as against the Parties in respect of their obligations in this Agreement.



8 WAIVER

No failure or delay on the part of any Party in exercising nor any omission to exercise any right, power, privilege or remedy accruing to that Party upon any default or breach of the other Party shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or acquiescence in such default or breach, nor shall any action by any Party in respect of any default or breach or any acquiescence in any such default, affect or impair any right, power, privilege or remedy of that Party in respect of any other or subsequent default or breach.

9 AMENDMENT

This Agreement shall not be amended, varied or altered except through an agreement in writing duly signed by the authorised representatives of the Distributor and the Shipper.

10 SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking of this Agreement which is illegal, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability shall not invalidate the remaining provisions or render illegal, void or unenforceable any other terms, condition, stipulation, provision, covenant or undertaking in this Agreement.

11 TIME

Time whenever mentioned in this Agreement shall be of the essence.

12 SUCCESSORS BOUND

This Agreement shall be binding on the liquidators, receivers, representatives, respective successors-in-title and lawful and permitted assigns of the Parties.

13 COSTS AND EXPENSES

Each Party hereto shall bear its own costs and expenses associated with this Agreement. Any stamp duty payable on this Agreement shall be paid and borne by the Shipper.

14 FURTHER ASSURANCES

Each Party must do all things necessary (including, but not limited to, executing all documents) to give effect to this Agreement.

[End of Clauses]



IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year, first above written.

THE DISTRIBUTOR

Signed for and on behalf of the Distributor]
GAS MALAYSIA DISTRIBUTION SDN BHD]
(Company No.: 1256744-A)]

in the presence of:-]
]

THE SHIPPER

Signed for and on behalf of the Shipper]
[*]]
(Company No.[*])]

In the presence of:-]
]



Appendix 1

A Reserved Capacity Details

No	Item	Description
1	Capacity Type	Firm / Interruptible
2	Identity of Offtaker	[name] [address]
3	Entry Point	
4	Exit Point	
5	Reserved Capacity [GJ/Day]	
6	Maximum Hourly Quantity, MHQ [Sm ³ /Hour]	
7	Required Supply Pressure at Exit Point	kPag
8	Operating Hours Duration	[8] [12] [16] [24] hours
9	Reservation Period	Start Date : (DD/MM/YYYY) End Date : (DD/MM/YYYY) Duration : Year(s) Month(s) Day(s)

Note:

The Start Date and the End Date may be delayed by the Distributor if this Agreement has been executed pursuant to an [Open Season under Section 3.8] [Minor Expansion Application and New Facilities Consent Application under Section 3.9] of the Access Arrangement for the following reasons:

- i. Force Majeure affecting the Distributor's ability to make the relevant Reserved Firm Capacity available by the Start Date; or
- ii. delays in the Distributor receiving the necessary consents and / or approvals from the relevant Government Body to construct the facilities necessary to make the relevant Reserved Firm Capacity available by the Start Date, notwithstanding the Distributor has acted as a Reasonable and Prudent Operator in making applications for such consents and / or approvals.



B Security Details

1 Distribution Charge Security Requirement : RM[●]

C GDA Reference Number:

D Notices:

Distributor:

Name: Gas Malaysia Distribution Sdn Bhd

Address: No. 5, Jalan Serendah 26/17,
Seksyen 26, 40732 Shah Alam,
Selangor Darul Ehsan, Malaysia

Telephone No.: +603 5101 4400
Facsimile No.: +603 5101 4599
Electronic mail address:

Shipper:

Name:

Address:

Telephone No.:
Facsimile No.:
Electronic mail address:

