

41.0 BAHASA MALAYSIA TEXT SHALL PREVAIL

This Sub-Contract shall be prepared in Bahasa Malaysia and English Language, both texts being equally authentic. In the event of any inconsistency in any of the texts, the text in Bahasa Malaysia shall prevail.

42.0 COMPLIANCE WITH THE LAW

The Parties shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the Parties by any authority competent to do so under any applicable law.

43.0 FORCE MAJEURE

- (a) Neither the Contractor nor the Nominated Sub-Contractor shall be in breach of its obligations under this Sub-Contract (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean:
 - (i) war (whether declared or not), hostilities, invasion, act of foreign enemies;
 - (ii) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
 - (iii) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
 - (iv) nuclear explosion, radioactive or chemical contamination or radiation;
 - (v) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
 - (vi) riot, commotion or disorder, unless solely restricted to employees of the Nominated Sub-Contractor or its personnel, servants or agent.
- (b) If an Event of Force Majeure occurs by reason of which either party is unable to perform any of its obligations under this Sub-Contract (or any part thereof), the party shall inform the other party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- (c) If either party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Sub-Contract, then the Parties may agree that this Sub-Contract may be terminated upon mutual agreement of the Parties.
- (d) If this Sub-Contract is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Sub-Contract shall forthwith be terminated and neither party shall have any claim against the other party and neither party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.