

- (e) Neither party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.
- (f) For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

44.0 GOVERNING LAWS

This Sub-Contract shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

45.0 NOTICES

- (a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Sub-Contract shall be in writing in Bahasa Melayu or the English language and delivered to the address, or facsimile numbers of the Contractor or Nominated Sub-Contractor, as the case may be, shown below or to such other address, or facsimile numbers as either party may have notified the sender and shall unless otherwise provided herein be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission, when delivered to the recipient at such address or facsimile number which is duly acknowledged:

to the Contractor

Address:

Facsimile No.:

to the Nominated Sub-Contractor

Address:

Facsimile No.:

- (b) Any notice under this clause shall be affected by:
 - (i) personal service or courier and an acknowledgement of receipt obtained;
 - (ii) leaving the notice at the registered office or site office of the Nominated Sub-Contractor in which case it shall be deemed to have been duly delivered; or
 - (iii) registered post in which case it shall be deemed to have been received seven (7) days after the date of posting.
- (c) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days. In the event of the Nominated Sub-Contractor failing to notify the Contractor of such an address or any change in his address, such written notices and