

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.

- (f) 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.
- (g) 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.

31.0 GOVERNING LAW

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.

32.0 SEVERABILITY

If any provision of this Sub-Contract is held to be illegal or is invalid under any laws or regulations effective and applicable during the term of this Sub-Contract, such provision shall be fully severable and this Sub-Contract shall be construed as if such illegal or invalid provision had never comprised as part of this Sub-Contract and the remaining provisions of this Sub-Contract shall remain in full force and effect and shall not be affected by the illegal or invalid provisions or by its severance from this Sub-Contract.

33.0 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 the Nominated Supplier, 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 Supplier

Address:

Facsimile No.:

- (b) Any notice under this clause shall be effected by:
 - (i) personal service or courier and an acknowledgement of receipt obtained;