
Schedule B : Billing and Settlement Obligations

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1. Billing

1.1 General Principle

Unless otherwise agreed Access Provider will invoice Charges in advance based in each Billing Period. Each invoice will be issued 30 days before the commencement of each Billing Period. Rental charges shall commence to be payable from the date Facilities or Services are provided, which shall be the Agreed Ready For Service Date unless otherwise stated.

1.2 Billing Information

Each invoice will state the charges for the Billing Period and will be accompanied by information as may be reasonably necessary for the Access Seeker to verify rates and Charges contained in the bill.

1.3 Billing Error

If an operator discovers an error in an invoice, it must notify the other operator. The operator who made the error must make necessary adjustment to correct that error in the next invoice.

1.4 Back Billing

Any omitted or miscalculated Charges from an invoice may be included in a later invoice, provided the Charges are substantiated and the inclusion or amendment shall be made within two (2) months from the issuing of the original invoice in which the omitted or miscalculated Charges should have been included or within thirteen (13) months from the month in which the Services were provided, whichever is later.

1.5 Provisional Billing

Where the Access Provider is unable to issue an Invoice, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice (provisional invoice).

In such circumstances, Access Provider may invoice an Access Seeker for a provisional amount for a period of not more than three successive Billing Periods, provided the amount of the provisional Invoice is no more than the average of the most recent three Invoices.

Where there have not been three (3) past Invoices for access to the relevant Services or Facilities, Access Provider may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice.

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The Access Seeker shall pay the Provisional Amount by the Due Date. The Provisional Amount will be adjusted in the next invoice or as soon as practicable but not later than sixty (60) days after the month in which the charges were incurred or such other time period as may be agreed in writing ("**Adjustment Period**"). If an adjustment is not made within the Adjustment Period, the Access Seeker shall treat the Provisional Amount as the actual invoice.

1.6 Currency

The Invoices shall state all Charges in Ringgit Malaysia and the Access Seeker shall make payment in Ringgit Malaysia unless otherwise agreed by the Parties.

2. Settlement

2.1 Time for Payment

The Access Seeker shall make payment for the Charges within thirty (30) days from the date of the invoice without set-off counter claims or deduction.

2.2 Method of Payment

The Access Seeker must pay an invoice by bank cheque or electronic funds transfer directly to the bank account of Access Provider.

2.3 Billing Disputes

In the event the Access Seeker wishes to dispute an invoice, the Access Seeker shall notify Access Provider in writing within twenty-one (21) days after the date of receipt of such invoice. The dispute notification shall provide the following information: -

- (a) the reasons for which the Access Seeker disputes the Invoice;
- (b) the amount in dispute; and
- (c) details required to identify the relevant invoice and Charges in dispute including the account number, the invoice reference number, the invoice date, the invoice amount; and the billing verification information.

2.4 Withholding of Disputed Amounts

Subject to Section 2.3 Billing Disputes above, Access Provider will allow the Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker.

2.5 Billing Dispute Resolution

Where relevant the Parties must comply with the Dispute Resolution Procedures applicable to the billing disputes in Annexure A of the MSA Determination.

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2.6 Interest

Subject to withholding of amounts being disputed in good faith in accordance to section 2.4, Access Provider may charge interest in any amount outstanding from the Access Seeker from time to time, in respect of that overdue sum at the rate of one percent (1%) per annum above Maybank Berhad's Base Lending Rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than sixty (60) days will bear interest at the rate of two percent (2%) per annum above Maybank Berhad's Base Lending Rate calculated from the due date until the date of receipt of the full payment by Access Provider.

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