

CENTRALISED COOLING SERVICES GENERAL TERMS AND CONDITIONS**Section 1. Definitions and Interpretation**

- 1.1 In these Centralised Cooling Services General Terms and Conditions, the following terms and expressions have the following meanings set out below:

"Agreement" means the agreement between the Supplier and the Customer for the provision of Centralised Cooling Services at the Unit, comprising (i) these General Terms and Conditions and (ii) the Form of Acceptance, and the date of the Agreement shall be the date of the Form of Acceptance.

"Affected Party" has the meaning as set out in Section 8.1.

"Business Day" means a day, not being a Saturday, Sunday or a public holiday in Singapore.

"Centralised Cooling Services" means (i) installation of FCUs and Residential Piping and Cabling at the Unit, and (ii) supply of chilled water to the Unit for space cooling.

"Centralised Cooling System" means all plants, apparatus, equipment and facilities designed, engineered, constructed, installed, tested, commissioned, operated, maintained and/or used by the Supplier for or in connection with the provision of the Centralised Cooling Services by the Supplier, excluding FCUs and Residential Piping and Cabling.

"CCS Disconnection" has the meaning as set out in Section 7.4(a).

"CCS Disconnection Fee" has the meaning as set out in Section 7.4(b).

"Confidential Information" means any information, document or data that is transmitted by a Party to the other Party in connection with this Agreement and designated by a Party as confidential.

"Customer" means the person whose particulars are specified in the Form of Acceptance as the "Customer's Particulars".

"Default Interest" has the meaning as set out in Section 4.2(a).

"Default Notice" has the meaning as set out in Section 7.3(b).

"Deposit" means the sum stated in the Form of Acceptance.

"Energy Charge" is a monthly charge for the supply of chilled water:

- (i) based on actual Kilowatt-hours refrigeration (kWhr) used; and
- (ii) is calculated using the following formula:

Chilled water supplied to the Unit as measured by the Meter (kWhr) x prevailing Energy Charge rate (S\$/kWhr), where the prevailing Energy Charge rate is published by the Supplier at <https://www.keppeleaas.com/residential-cooling/>.

"Event of Default" means the occurrence of an event of default described in Section 7.3.

"FCU" means a chilled water fan coil unit, with the standard specifications described in **Annex A**, installed or to be installed within the Unit for space cooling, and "FCUs" means all such fan coil units.

"First Supply Date" means the first date on which chilled water supply is provided to the Customer.

"Force Majeure" has the meaning as set out in Section 8.1.

"Form of Acceptance" means the document referred to as the "Form of Acceptance" sent by the Supplier.

"GST" means goods and services tax or any tax of a similar nature that may be substituted for it or levied in addition to it.

"HDB" means the Housing and Development Board, a body corporate established under the Housing and Development Act (Chapter 129).

"HDB Contract" means the contract awarded by HDB to the Supplier for design, build, maintain, own and operate centralised cooling system (batch 1).

"Installation Charge" means the sum stated in the Form of Acceptance for the installation of the FCUs and Residential Piping and Cabling and paid upon submission of the Application for the Provision of Centralised Cooling Services via <https://www.keppeleaas.com/residential-cooling/>;

In the event that the Application for the Provision of Centralised Cooling Services is not accepted by the Supplier, the Supplier shall refund the Installation Charge paid by the Customer within seven (7) Business Days of Supplier's notification, without any interest whatsoever.

"Supplier" means Keppel DHCS Pte Ltd.

"Key Collection Date" means the date scheduled by HDB for the release of the key to the Unit.

"Meter" means the energy meter installed within the Centralised Cooling System riser to measure and record, the temperature and flow rate of chilled water passing through the Unit.

"Meter Verification Fee" has the meaning as set out in Section 5.4(b).

"Order Date" means the date identified as the "Order Date" in the Form of Acceptance for the commencement of preparation for the installation of FCUs and Residential Piping and Cabling.

"Overdue Amount" has the meaning as set out in Section 4.2(a).

"Party" means the Supplier or Customer individually and "Parties" means the Supplier and Customer collectively.

"Quarter" means the period of three (3) months preceding a Quarterly Date.

"Quarterly Date" means each of 31 March, 30 June, 30 September and 31 December in each year.

"Relevant Month" has the meaning as set out in Section 4.1(a).

"Residential Piping and Cabling" means:

- (i) chilled water pipes within and in the vicinity of the Unit which connect each FCU to the valves directly before the entry to the Unit;
- (ii) condensate drain pipes from each FCU to the drain point(s) in the Unit;
- (iii) power cables from the electrical isolator at the air-con ledge of the Unit to all the FCUs within the Unit; and
- (iv) insulation and trunking enclosing the items set out in (i) to (iii) above.

"Scheduled Installation Date" means the date identified as the "Scheduled Installation Date" in the Form of Acceptance for the commencement of installation of the FCU and Residential Piping and Cabling in the Unit.

"Scheduled Supply Date" means the date identified as the "Scheduled Supply Date" in the Form of Acceptance for the commencement of the chilled water supply to the Customer.

"Singapore Dollars" or "S\$" means the lawful currency of the Republic of Singapore.

"Term" means the period commencing on the date of the Form of Acceptance and continuing until terminated in accordance with the terms of the Agreement.

"Unit" means the Customer's premises located at the "Service Address" stated in the Form of Acceptance.

"Verification" has the meaning as set out in Section 5.4(a).

"Warranty" has the meaning as set out in Section 6.6(a).

"Warranty Period" has the meaning as set out in Section 6.6(a).

- 1.2 In this Agreement:

- (a) words indicating the singular include the plural and vice versa;
- (b) a reference to a law, statute or regulation includes any amendment or modification to that law, statute or regulation and is to be construed as including all statutory or regulatory provisions consolidating, amending or replacing that law, statute or regulation;
- (c) a reference to a person includes a natural person, firm, partnership, body corporate, unincorporated association, government authority or any other organisation or legal entity;
- (d) the use of the words "includes" or "including" when introducing an item or list of items do not limit the meaning of the words which follow to that item or those items or to items of a similar kind;
- (e) references to any "day", "month", or "year" shall be a reference to a calendar day, calendar month, or calendar year; and
- (f) the headings and sub-headings of these Centralised Cooling Services General Terms and Conditions are to facilitate reference only and do not form a part of these Centralised Cooling Services General Terms and Conditions and shall not in any way affect the construction or interpretation thereof.

- 1.3 The documents comprising this Agreement are to be taken as mutually

explanatory of one another. For the purposes of interpretation and in the event of any conflict or inconsistency between the documents comprising this Agreement, the priority of the documents shall be in accordance with the following sequence:

- (a) the Form of Acceptance; and
- (b) these Centralised Cooling System Services General Terms and Conditions, including annexures.

Section 2. Supply and Usage of Chilled Water

2.1 Supply of chilled water to Customer

- (a) From the First Supply Date until the last day of the Term, the Supplier shall supply and provide chilled water to the Unit for the purpose of space cooling to the Customer in accordance with the terms of this Agreement, provided that the Supplier shall not be construed to be in breach of its aforesaid obligation if the Supplier's failure to supply chilled water was due to any one or more of the following reasons:
 - (i) the Supplier is permitted to not supply chilled water to the Customer under the terms of this Agreement;
 - (ii) the failure to supply chilled water is due to the occurrence of Force Majeure; or
 - (iii) the failure to supply chilled water is not due solely to any act, omission, default or negligence of the Supplier.
- (b) The Customer shall be solely responsible (at the Customer's own cost) to arrange for alternative cooling systems as the Customer may consider suitable for the Customer's needs.

Section 3. Price for Chilled Water

3.1 Price for chilled water

- (a) The price for chilled water consists of the following components:
 - (i) an Installation Charge; and
 - (ii) an Energy Charge payable in accordance with Section 3.2(a).

3.2 The Energy Charge

- (a) The Customer must pay to the Supplier the Energy Charge as invoiced in accordance with Section 4.1.
- (b) The Energy Charge rate will be adjusted every Quarter, taking into account the prevailing costs of production of chilled water, which includes the prevailing non-domestic low tension electricity tariff as published quarterly on Singapore Power Group's website, and the prevailing non-domestic potable water tariff and associated water conservation and waterborne taxes as published on the Public Utilities Board's website.

3.3 Deposit

- (a) Subject to Section 3.3(c), the Customer shall provide to the Supplier the Deposit in cash within seven (7) days on the earlier of prior to the First Supply Date or from the Supplier's prior notification (as determined at its sole discretion).
- (b) The Supplier may utilise the Deposit:
 - (i) to make good any loss or damage sustained or likely to be sustained as a result of any breach of this Agreement whatsoever by the Customer; and
 - (ii) as payment by the Customer to the Supplier of any sums howsoever or whenever owing by the Customer to the Supplier, whether in relation to this Agreement or otherwise.
- (c) The Supplier may, at its sole discretion, by giving Customer fourteen (14) days' notice in writing, revise the quantum of the Deposit reasonably, and where the revised Deposit is more than the current Deposit, the Customer shall provide the additional amount within fourteen (14) days of such notice.
- (d) Within thirty (30) days after the later of the last day of the Term, or the resolution of all claims the Supplier has against the Customer under this Agreement, the Supplier must return to the Customer any part of the Deposit that it has not used to pay amounts due to it under this Agreement in accordance with Section 4, without any interest whatsoever.

Section 4. Billing and Payment

4.1 Invoice and payment

The Parties agree that:

- (a) the Supplier will determine the chilled water supplied to the Unit from its Meter on the last day of each month (the "**Relevant Month**");
- (b) the Supplier will deliver to the Customer by the tenth (10th) Business Day of the following month:
 - (i) a statement showing the chilled water supplied in Kilowatt-hours refrigeration (kWhr), Energy Charge rate and Energy Charge in the Relevant Month; and
 - (ii) an invoice setting out the payment due for the chilled water supplies provided in the Relevant Month.
- (c) the Supplier may from time to time deliver to the Customer such other invoices setting out other charges and fees (other than payment due for the chilled water supplies) payable by the Customer under this Agreement;
- (d) subject to the correction of any manifest errors and notwithstanding the existence of any dispute, the Customer must pay the full amount stated in such invoice within fourteen (14) days of the date of that invoice using the various payment options prescribed by the Supplier from time to time as published in <https://www.keppeleaas.com/residential-cooling/>.

4.2 Overdue payments

- (a) The Customer must pay interest (the "**Default Interest**") on any amount owing by it to the Supplier that is due and payable, but unpaid (the "**Overdue Amount**"), at the rate of 1% per month from the date when such amount becomes due and payable to the date of actual payment.
- (b) The Supplier may apply all or part of the Deposit towards the payment of any Overdue Amount.
- (c) If the Supplier applies the Deposit in the manner described in Section 4.2(b), the Customer must within seven (7) days provide an additional cash deposit forthwith, such that at any one time, the Supplier will hold the same amount of Deposit as if the Supplier has not applied the Deposit.
- (d) If any Overdue Amount or part thereof remains unpaid for forty-five (45) days, the Supplier will be entitled to:
 - (i) suspend provision of Centralised Cooling Services to the Customer and will not be obliged to resume until: (1) all Overdue Amounts, including Default Interest, have been paid in full; and (2) the amount of Deposit held by Supplier has been restored; and/or
 - (ii) terminate this Agreement in accordance with Section 7.3.
- (e) The Customer shall indemnify and hold harmless the Supplier against all costs and expenses incurred by the Supplier in recovering any Default Interest, Overdue Amount, termination compensation fee and any such payment owed by the Customer to the Supplier in accordance with the terms under this Agreement (including without limitation the legal costs incurred by the Supplier on a full indemnity basis).

Section 5. Metering

5.1 Determination of Kilowatt-hours refrigeration (kWhr)

For the purpose of billing under this Agreement, the determination of the Kilowatt-hours refrigeration (kWhr) required to calculate the Energy Charge is derived from the measurement of the energy content over a period of a month by the Meter.

5.2 Meter

- (a) The Supplier will own, operate and maintain the Meter.
- (b) The Customer shall not remove, modify, cover up, damage, or tamper or otherwise interfere with or do any act which may affect the accuracy of the Meter. The Customer shall bear the costs of repairing or replacing the Meter if the damage to or inaccuracy or loss of the Meter is caused by any act or omission of the Customer or his sub-lessees (including their respective advisors, agents, representatives or contractors).

5.3 Faults

- (a) If the Meter is temporarily at fault or out of order for a period of time, the Supplier will provide to the Customer a reasonable estimate of the quantity of chilled water that it provided during that time and that estimate shall take into account the amount of chilled water measured by the Meter when it is in proper working order under similar circumstances.

- (b) The Supplier shall be entitled to adjust any bill(s) based on the estimated quantity of the chilled water provided as determined by the Supplier, and/or charge such sum as the Supplier may assess (and the Customer shall pay the sum assessed).

5.4 Verification

- (a) The Supplier may from time to time verify and make any necessary adjustments to the Meter (the "**Verification**") to ascertain the accuracy of the Meter.
- (b) The Customer may request the Supplier to carry out a Verification at a payment ("**Meter Verification Fee**") of Singapore Dollars Five Hundred (S\$500.00), which shall be payable by the Customer prior to the Verification. The Meter Verification Fee will be adjusted from time to time, taking into account the prevailing costs of conducting the Verification. The Supplier must first notify the Customer of the prevailing Meter Verification Fee and obtain the prior written consent of the Customer before carrying out the Verification.
- (c) If a Verification reveals that the Meter is inaccurate, the Meter Verification Fee will be refunded to the Customer without interest and the Meter will be rectified or replaced at no cost to the Customer, and if:
 - (i) the amount invoiced to the Customer since the last Verification exceeds the amount that would otherwise have been payable if the Meter had been accurate, the Supplier may set off the amount exceeded (without interest) against its next invoice; and
 - (ii) the amount invoiced to the Customer since the last Verification is less than the amount that would otherwise have been payable if the Meter had been accurate, the Customer must pay the difference between those amounts in the next invoice.

Section 6. Centralised Cooling System, FCUs and Residential Piping and Cabling

6.1 Installation, Operation, Maintenance and Repair

- (a) The Supplier is responsible for the operation, maintenance and repair of the chilled water plants that form part of the Centralised Cooling System.
- (b) The Supplier is responsible for the installation of the FCU and Residential Piping and Cabling in accordance with the terms of this Agreement. The layout of the FCU and Residential Piping and Cabling shall be as described in Annex A.
- (c) The Customer is responsible for the operation, maintenance and repair of the FCUs and Residential Piping and Cabling in accordance with the terms of this Agreement.

6.2 Access and co-operation

The Customer must, with prior notification from the Supplier, provide the Supplier with all access to the Unit and co-operation necessary and reasonable to enable the Supplier to provide Centralised Cooling Services in accordance with the terms of this Agreement, including the installation of the FCU and Residential Piping and Cabling so that the First Supply Date occurs on a timely basis.

6.3 Delay of First Supply Date

- (a) Subject to Section 6.2, the Supplier will use reasonable efforts to commence the installation of the FCUs and Residential Piping and Cabling on the Scheduled Installation Date such that the First Supply Date occurs on the Scheduled Supply Date.
- (b) If due to any act, omission, negligence, default or misconduct of the Customer or its sub-lessees (including their respective advisors, agents, representatives or contractors), the First Supply Date has not occurred by the Scheduled Supply Date, the First Supply Date shall be deferred until that act, omission, negligence, default or misconduct has ceased and the Supplier has commenced supply of chilled water to the Customer in accordance with this Agreement.

6.4 Title, risk and ownership

- (a) Notwithstanding any other provision in this Agreement, title and property to the Centralised Cooling System shall at all times remain with the Supplier.
- (b) Title and property to, and risk of loss of or damage to, the FCUs and Residential Piping and Cabling shall pass from the Supplier to the Customer on the First Supply Date.

6.5 Purpose and proper use of FCUs and Residential Piping and Cabling

- (a) The Customer shall use the FCU and Residential Piping and Cabling solely for the purpose of receiving the chilled water provided by the

Supplier for space cooling at the Unit.

- (b) The Customer shall not use the FCU and Residential Piping and Cabling for any other purpose without the prior written consent of the Supplier.
- (c) The Customer shall ensure that the FCU and Residential Piping and Cabling are not encased in any other equipment, cabling or boxing, and is not closed off, removed, modified, covered up, tampered with or otherwise interfered with except by the Supplier (including its employees, advisors, agents, representatives or contractors). The Supplier may, at the Customer's cost and expense and without any liability to the Customer for any loss and damage (including the cost of reinstatement), remove, modify, repair, replace and/or reinstate the FCU and Residential Piping and Cabling to the required condition as the Supplier deems reasonably necessary.

6.6 Standard Warranty for FCUs

Subject to Section 6.5, the standard warranty for each FCU against manufacturing defects (the "**Warranty**") shall commence twelve (12) months from the date as indicated in the Form of Acceptance (the "**Warranty Period**").

- (a) The Warranty shall be effective in the following situations:

- (i) the Supplier shall, at its option, repair or replace the FCU parts which may be defective due to workmanship, manufacture and/or material within the Warranty Period, provided the FCUs have been properly used and maintained by the Customer;
- (ii) parts used for replacement may be of like kind and quality and may be new or remanufactured, at the Supplier's sole and absolute discretion; and
- (iii) the Customer agrees to inform the Supplier immediately or as soon as is practicable of any breakdown or apparent failure in the FCUs.

- (b) For the avoidance of doubt, the situations in which the Warranty shall be void include the following:

- (i) tampering, alteration, modification, misuse, accident, physical abuse, negligence by the Customer or his sub-lessees (including their respective advisors, agents, representatives or contractors) or any part of the FCU damaged by excessive physical or electrical stress;
- (ii) installation, alteration, relocation, repairs or service by any party other than the Supplier and/or its authorized representatives;
- (iii) the Customer's usage of any parts other than parts installed by the Supplier;
- (iv) any defect or damage of the FCUs and Residential Piping and Cabling and any materials due to the Customer's renovation works, including but not limited to demolition or construction of non-structural and/or structural walls within the Unit;
- (v) any damage resulting from circumstances and events that constitute as Force Majeure;
- (vi) any defect or damage arising as a result of fair wear and tear, deterioration or rusting due to atmospheric condition, accident, mechanical abrasion, corrosion, unauthorised use, wilful damage, negligence, or abnormal working conditions; and/or
- (vii) the Customer's failure to follow any instruction of the Supplier in respect of the application, installation, use, service, maintenance, or failure to comply with local codes, standards, ordinances, or industry specifications.

- (c) For the avoidance of doubt, the situations in which the Warranty does not cover include the following:

- (i) external finishing of the FCUs;
- (ii) general servicing, chemical flushing or steam cleaning services of the FCUs;
- (iii) supply and replacement of consumable parts, accessories & filters;
- (iv) repair works, supply and replacement of evaporator;
- (v) provision of access panel / access to FCUs for servicing / repair works;
- (vi) incoming main breaker / electrical cable / external electrical panel for aircon, flow switch, motorized valve; and
- (vii) any other additional air conditioning systems/equipment not

explicitly mentioned in the Warranty.

- (d) All statutory or implied conditions and warranties are expressly excluded.

6.7 Appointment of agents by the Supplier

The Supplier may appoint such advisors, agents, representatives or contractors as it deems fit to perform any of its obligations under this Agreement.

6.8 Unscheduled maintenance

If the Supplier is required to carry out unscheduled maintenance of the Centralised Cooling System due to any damage caused by the Customer or his sub-lessees (including their respective advisors, agents, representatives or contractors), the Supplier shall have the right to claim from the Customer:

- (a) any out-of-pocket expenses; and
- (b) any other costs,

in relation to that unscheduled maintenance.

6.9 Interference with Centralised Cooling System

- (a) No person, except a duly authorised employee, advisors, agents, representatives or contractors of the Supplier, will be permitted to:
 - (i) break or replace a seal or lock belonging to the Supplier; or
 - (ii) alter or interfere with the operation of any Meter or its connections, regulators, temperature sensors or any other item of equipment of the Centralised Cooling System.
- (b) In the event that any fault, breakdown, damage, loss or expense arises from the breach of this Section by the Customer or his sub-lessees (including their respective advisors, agents, representatives or contractors), the Customer will be liable for such fault, breakdown, damage, loss or expense in respect of all or any part of the Centralised Cooling System that is not caused by a wilful act or gross negligence of the Supplier.

6.10 Minimise interference to supply of chilled water

- (a) The Parties acknowledge that the Supplier may be compelled to make necessary alterations, repairs, replacements or installations of the Centralised Cooling System (or any part thereof) from time to time during the term of this Agreement.
- (b) In conducting any maintenance referred to in Section 6.10, the Supplier will use reasonable endeavour to minimise any material disruption caused to the Customer.

6.11 Supply restriction

Notwithstanding any other provision in this Agreement, the Supplier may restrict or suspend supply of chilled water to the Customer to any extent the Supplier deems necessary on the occurrence of any of the following events:

- (a) in the Supplier's reasonable opinion, the Customer commits any breach of the Customer's obligations under this Agreement, including Sections 4.2(d), 5.2, 6.2, 6.5, 6.8 and 6.9.
- (b) in the Supplier's reasonable opinion, there is danger to a person's life or health or property or to the Supplier's property, or when remedying such a danger;
- (c) upon the occurrence of an event of Force Majeure as provided under Section 8, or in order to mitigate the effect of such an event;
- (d) in the course of scheduled reconstruction, repairs, maintenance and inspections of the Centralised Cooling System, in which case the Supplier must:
 - (i) provide notice to Customer of the commencement and end of any restriction or suspension of chilled water supplies at least seven (7) days in advance of that restriction or suspension; and
 - (ii) ensure that the scheduled reconstruction, repairs, maintenance and inspections are conducted in a manner, if practical to do so, in order to prevent or reduce any inconvenience to Customer;
- (e) a breakdown occurs in the Centralised Cooling System; or
- (f) in the course of receiving supplies of chilled water, the Customer or his sub-lessees (if any) (including their respective advisers, agents, representatives or contractors) uses the Centralised Cooling System, the Unit, the FCU, the Residential Piping and Cabling or any facilities in the building at which the Unit is located (or any part thereof) in a manner which:

- (i) in the Supplier's opinion, could endanger a person's life, health, property or the Supplier's property; or
- (ii) in the Supplier's opinion, affects the quality of water to the detriment of other customers of the Supplier or in any way that is detrimental to the interest of the Supplier or other customers of the Supplier.

6.12 Re-connection of chilled water supply

In the event that chilled water supply is restricted or suspended in accordance with Section 6.11, the Supplier must cease any restriction or suspension as soon as is reasonably practicable in accordance to the terms of this Agreement after the reasons giving rise to that restriction or suspension have been eliminated or cured.

Section 7. Suspension and Termination

7.1 Termination of HDB Contract

- (a) This Agreement will terminate at the end of the HDB Contract, subject to earlier termination in accordance with the terms of this Agreement.
- (b) No later than two (2) months prior to the expiry of the HDB Contract, the Supplier shall use reasonable effort to notify the Customer of the same. In the event that such prior notification is not possible, the Supplier shall notify the Customer as soon as reasonably practicable.

7.2 Termination for Convenience

- (a) On and before the First Supply Date, either Party may terminate this Agreement by providing at least three (3) Business Days' prior written notice to the other Party.
- (b) After the First Supply Date, either Party may terminate this Agreement by providing at least one (1) month's prior written notice to the other Party.
- (c) Upon termination of this Agreement under Section 7.3(a):
 - (i) the Customer shall pay the Supplier:
 - (1) 15% of the Installation Charge ("**Supplier Termination Compensation A**") if this Agreement terminates on a day falling after the Date of Agreement but before the Order Date; or
 - (2) 50% of the Installation Charge ("**Supplier Termination Compensation B**") if this Agreement terminates on a day falling on and after the Order Date but before the Scheduled Installation Date; or
 - (3) 100% of the Installation Charge ("**Supplier Termination Compensation C**") and any outstanding amounts due and payable to the Supplier under this Agreement, including the CCS Disconnection Fee, if this Agreement terminates on a day falling on and after Scheduled Installation Date but before First Supply Date;

in each case, within thirty (30) days from the date of termination of this Agreement. The Supplier shall deduct the applicable termination compensation fee and any outstanding amounts due and payable to the Supplier from the Installation Charge received. In the event of a shortfall, the Customer shall pay the same to the Supplier within thirty (30) days from the Supplier's notification. In the event of an excess, the Supplier refund the same to the Customer without interest within thirty (30) days from the Supplier's notification.

(d) Upon termination of this Agreement under Section 7.3(b):

- (i) by the Customer, the Customer shall pay the Supplier any outstanding amounts due and payable to the Supplier under this Agreement, including the Energy Charge for any Relevant Month and the CCS Disconnection Fee; or
- (ii) by the Supplier, the Supplier shall waive the CCS Disconnection Fee and pay the Customer an amount based on the following formulae:

$$\text{Termination compensation} = \text{Installation Charge} \times (84 - n) / 84, \text{ where } n \text{ is the number of calendar months elapsed after the First Supply Date.}$$

in each case, within thirty (30) days from the date of termination of this Agreement.

- (e) The Parties agree that the remedies under Sections 7.2(c) and 7.2(d)(ii) shall be the Customer's and sole and exclusive remedy arising from the termination of this Agreement. The Parties further agree that the refund and termination compensation described in Sections 7.2(c) and 7.2(d)(ii) represent a genuine pre-estimate of all

the losses, costs or expenses likely to be suffered or incurred by the Customer and constitutes the full and final settlement and satisfaction of Supplier's entire liability arising from termination of this Agreement.

7.3 Event of Default

- (a) It is an Event of Default under this Agreement if any one or more of the following events occur:
- (i) in relation to the Customer:
 - (1) **failure to pay:** the Customer fails to pay any amount owing to the Supplier (including any amounts pursuant to any invoices issued by the Supplier) under this Agreement within forty-five (45) days after that amount is due;
 - (2) **illegal alterations to a Meter:** the Customer or his sub-lessees (including their respective, advisors, agents, representatives or contractors) intentionally alters a Meter to his advantage; or
 - (3) **change in registered lessee:** the Customer ceases to be the registered lessee of the Unit and did not provide at least one (1) month' prior written notice to the Supplier; or
 - (4) **bankruptcy:** a bankruptcy order has been filed or granted against the Customer, or the Customer makes any composition or arrangement with the Customer's creditors.
 - (ii) in relation to the Supplier:

termination of HDB Contract: the HDB Contract terminates due to the default of the Supplier.
 - (iii) in relation to any Party:

failure to perform: the Party fails to perform any material provision of this Agreement, which failure is not excused under Section 8, and (A) the Party has failed to remedy the breach within twenty-one (21) Business Days from a written notice by the other Party requiring the Party to remedy such breach; or (B) the breach is not capable of remedy.
- (b) On or after the occurrence of an Event of Default, the Party not in default shall be entitled to terminate this Agreement by giving ten (10) days' notice in writing to the defaulting Party (the "**Default Notice**") specifying the Event of Default. Upon issuance of the Default Notice, the Party in default is not entitled to terminate this Agreement for convenience under Section 7.2.
- (c) Where the Customer is the Party in default, the Supplier shall, in addition to the right to terminate this Agreement under Section 7.4(b), have the right to suspend the provision of Centralised Cooling Services to the Customer. For the avoidance of doubt, notwithstanding such suspension, the Supplier shall be entitled to terminate this Agreement under Section 7.4(b) if the Event of Default giving rise to such suspension remains unremedied.
- (d) If the Event of Default giving rise to such suspension is remedied, the Customer may request the Supplier resume the provision of Centralised Cooling Services. The resumption shall be at the Supplier's sole discretion and the Customer shall pay the Supplier a resumption fee of Singapore Dollars Sixty (S\$60.00) which shall be payable by the Customer prior to the resumption. The resumption fee will be adjusted from time to time, taking into account the prevailing costs of carrying out the resumption. The Supplier must first notify the Customer of the prevailing resumption fee and obtain the prior written consent of the Customer before carrying out the resumption.
- (e) Upon termination of this Agreement for any reason:
- (i) If this Agreement is terminated due to the Customer being the Party in default, the Customer shall pay the Supplier any outstanding amounts due and payable to the Supplier under this Agreement, including the Energy Charge for any Relevant Month and CCS Disconnection Fee;
 - (ii) if this Agreement is terminated due to the Supplier being the Party in default, the Supplier shall waive the CCS Disconnection Fee and pay the Customer an amount based on the following formulae:

$$\text{Termination compensation} = \text{Installation Charge} \times (84 - n) / 84, \text{ where } n \text{ is the number of calendar months elapsed after the First Supply Date,}$$

in each case, within thirty (30) days from the date of termination of this Agreement.
- (f) The Parties agree that the remedies under Section 7.3(e)(ii) shall be the Customer's sole and exclusive remedy arising from the

occurrence of an Event of Default. The Parties further agree that the termination compensation described in Section 7.3(e)(ii) represents a genuine pre-estimate of all the losses, costs or expenses likely to be suffered or incurred by the Customer and constitutes the full and final settlement and satisfaction of the Supplier's entire liability arising from any Event of Default and termination of this Agreement.

7.4 CCS Disconnection and removal of FCUs and Residential Piping and Cabling

In the event that this Agreement is terminated on or after the Scheduled Installation Date under Sections 7.1, 7.2, and 7.3:

- (a) the Supplier shall notify the Customer in writing on the disconnection of the Centralised Cooling System to the Unit, which includes the removal of pipes at the entry to the Unit and covering of the pipe sleeve openings at the entry to the Unit (the "**CCS Disconnection**"). The Supplier shall use reasonable efforts to minimize any loss and damage caused by the CCS Disconnection and shall not be liable to the Customer for any loss or damage arising from CCS Disconnection;
- (b) if this Agreement is not terminated due to the Supplier's convenience or the Supplier being the Party in default, the Customer shall pay the Supplier a disconnection fee ("**CCS Disconnection Fee**") of Singapore Dollars Two Hundred and Fifty (S\$250.00) for the CCS Disconnection, which shall be payable by the Customer prior to carrying out the CCS Disconnection. The CCS Disconnection Fee will be adjusted from time to time, taking into account the prevailing costs of conducting the CCS Disconnection, which will be notified by the Supplier before carrying out the CCS Disconnection; and
- (c) after CCS Disconnection by the Supplier:
 - (i) the Customer shall, at the Customer's own cost and expense, be solely responsible for the removal of the FCU and Residential Piping and Cabling in the Unit; and
 - (ii) if this Agreement is terminated before the First Supply Date, title and property to, and risk of loss of or damage to, the FCU and Residential Piping and Cabling shall pass from the Supplier to the Customer upon payment of the applicable termination compensation fee and any outstanding amounts due and payable to the Supplier on an "as is, where is" basis and all warranties or conditions whether express or implied, statutory or otherwise as to the state of the FCUs and Residential Piping and Cabling are hereby excluded.

Section 8. Force Majeure

8.1 Definition of Force Majeure

In this Section 8, the term "**Force Majeure**" means any event or circumstance beyond the reasonable control of a Party ("**Affected Party**") (or combination thereof) that adversely affects the performance of its obligations under this Agreement (including by preventing, hindering, or delaying such performance).

8.2 Types of Force Majeure

Without limiting Section 8.1, the following circumstances and events will constitute an event or circumstance of Force Majeure to the extent that they or their consequences satisfy the definition of that term in Section 8.1:

- (a) natural disasters or other acts of God, including any violent storm, flood, drought, lightning, earthquake or cyclone;
- (b) fires, explosions, or hazardous gas leaks;
- (c) breakage or structural collapse of the pipe reticulation system that the Affected Party demonstrates to have been attributable to a cause other than inherent defects or reasonable wear and tear of equipment;
- (d) epidemic, plague or quarantine as a result of an epidemic or plague;
- (e) acts of war, terrorism, acts of the public enemy, acts of hostility of foreign enemies, blockades, embargoes, civil disturbance, riots, events of strikes or other labor difficulties or labor actions caused in whole or in part by agitation or unrest;
- (f) suspension or reduction of operations, including unscheduled shutdowns of the Centralised Cooling System, to avoid damage or on the grounds of safety; or
- (g) unavailability to Supplier of sufficient electricity or water to operate the Centralised Cooling System.

8.3 Effect of Force Majeure

The Affected Party shall be excused from any delay or failure to the performance of its obligations under this Agreement and shall not be construed to be in default under any provision of this Agreement for so long as, and to the extent that, such delay or failure is due to Force Majeure. A Force Majeure shall however not excuse, release or relieve a Party of its obligation to pay any amount due and payable to the other Party under this Agreement.

8.4 Prolonged Force Majeure

If the Force Majeure (i) by its nature is incurable and/or unremediable, or (ii) continues for a period exceeding one hundred and eighty (180) days, either Party may by giving one (1) month's notice in writing to the other Party to terminate this Agreement and upon the expiry of that notice, this Agreement is terminated without compensation and without prejudice to any antecedent rights which either Party may have against the other.

Section 9. Indemnity and Limitation of Liability

- 9.1 The Customer shall indemnify and hold harmless the Supplier against any losses, damages, claims, actions, judgements, suits, costs, expenses, disbursements, injuries or other liabilities whatsoever incurred or suffered by, or brought against, the Supplier arising out of or in connection with any act, omission, default or negligence of the Customer, or any breach or default whatsoever of the Customer's obligations under this Agreement.
- 9.2 Notwithstanding anything to the contrary contained in this Agreement:
 - (a) the Supplier shall not in any circumstance be liable to the Customer for any losses, damages, claims, costs, expenses, injuries, or other liabilities suffered by or caused to the Customer, the Unit, or any other property of the Customer due to any interruption, suspension, outage, failure, reduction, inconsistency, or disruption of the chilled water supply;
 - (b) the Supplier shall not, in any circumstance, be liable in contract (including indemnity provisions), tort (including negligence), breach of statutory duty or otherwise for (i) any loss of profit, loss of revenue, loss of contract, loss of use, loss of goodwill; (ii) any indirect, special or consequential loss; or (iii) any loss resulting from liability of the Customer to a third party howsoever and whensoever arising; and
 - (c) The maximum aggregate liability of the Supplier to the Customer under, relating to or in connection with this Agreement shall under in no circumstances whatsoever exceeds (i) the Installation Charge for the period from the date of this Agreement to seven (7) years after the First Supply Date corresponding to the useful life span of the FCUs; and (ii) zero for the remaining term of the Agreement.

Section 10. Governing Law and Dispute Resolution

10.1 Governing Law

This Agreement will be governed by and construed in accordance with the laws of Singapore.

10.2 Dispute Resolution

- (a) In the event of any dispute arising out of or relating to this Agreement, a Party will give to the other Party a written notice of the dispute or disagreement.
- (b) The Parties shall, at its own costs, attempt to settle the dispute within thirty (30) days after the date of the notice issued under Section 10.2(a).
- (c) If a resolution of any dispute cannot be obtained within the period referred to in Section 10.2(b), and provided that the dispute was raised by the relevant Party in good faith, the Parties shall refer the dispute to mediation at the Singapore Mediation Centre and conducted in accordance with the mediation procedure of the Singapore Mediation Centre by an accredited mediator appointed by the Singapore Mediation Centre and whom the Parties agree to. The Parties agree to bear equally between them the fees and expenses of the mediation. Any information or documents obtained through or as part of the reference to mediation is strictly confidential and may not be used for any purpose other than the settlement of the relevant dispute.
- (d) Pending final resolution of any dispute under this Section 10.2, the Supplier and Customer must continue to perform their respective obligations under this Agreement.

Section 11. Representations and Warranties; and Update

11.1 Representations and Warranties

The Customer hereby represents and warrants that:

- (a) the Customer has the legal capacity to enter into this Agreement;

- (b) the Customer is the registered lessee of the Unit; and

- (c) the Customer is not an undischarged bankrupt and there are no actions, suits or proceedings pending or, to the best of his knowledge, threatened that are reasonably likely to materially and adversely affect the performance of this Agreement.

11.2 Update

The Customer shall immediately notify the Supplier in writing if there are any changes to the particulars and/or information given to the Supplier prior to entry into this Agreement.

Section 12. Personal Data

The Customer hereby agrees to the terms of the "Keppel DHCS Privacy Statement" (which may be accessed at <https://www.keppeleaas.com/residential-cooling/keppel-dhcs-privacy-statement>), which terms are deemed to be incorporated by reference into this Agreement, and the Customer hereby consents to the Supplier seeking, collecting, processing, using and/or disclosing information and data relating to the Customer (including personal data relating to the Customer and/or the Customer's authorised representatives, next of kin and/or other persons occupying or residing at the Unit) and/or the Unit (including the Customer's chilled water usage and historical usage, metering data and related or similar information) in accordance with the terms of the "Keppel DHCS Privacy Statement".

Section 13. Miscellaneous

13.1 Assignment

- (a) The Customer shall not, without the prior written consent of the Supplier, assign, transfer or novate any of its rights, obligations or liabilities under this Agreement.
- (b) The Supplier may assign, transfer or novate any of its rights, rights, obligations or liabilities under this Agreement by written notice to the Customer.
- (c) If the Customer intends to sell the Unit to any person, the Customer shall provide at least one (1) month' notice in writing to the Supplier prior to the date of such intended sale. If Customer fails to notify the Supplier, such failure shall be deemed to be an Event of Default.

13.2 Waiver

Failure of the Supplier to exercise any rights under this Agreement will not be considered a waiver by the Supplier of those right or rights in the future.

13.3 Amendment and Entire Agreement

The Supplier may at any time and from time to time by written notice to the Customer amend, supplement or modify the terms and conditions of the Agreement. The Customer shall observe and comply with the same with effect from the date of the written notice. This Agreement together with any supplemental agreement entered or to be entered into between the Customer and Supplier will constitute the entire agreement between the Customer and Supplier.

13.4 Regulatory Bodies

- (a) If the Supplier, by law, regulation, rule or directive, is ordered or required to do any act inconsistent with the provisions of this Agreement, this Agreement will be deemed to be modified to conform to that law, regulation, rule or directive.
- (b) If any modification to this Agreement as required under Section 13.4(a) substantially impairs the Supplier's rights or affects the Supplier's obligations under this Agreement, the Supplier will make an equitable adjustment to the Agreement's terms and conditions.
- (c) This Section 13.4 does not confer upon any regulatory body jurisdiction which that body would not otherwise have.

13.5 Notices

- (a) All notices provided for in this Agreement must be in writing. Any notices may be delivered by hand or courier or sent by email to a Party at its address. Notices required or permitted to be given to the Customer under this Agreement shall be in writing and deemed to be properly given if sent to the Customer's service address or email address set out in the Form of Acceptance (as may be amended by the Customer from time to time by giving at least seven (7) days' prior written notice to the Supplier), whether via e-mail, registered post, delivered by private, prepaid courier, delivered in person or otherwise.
- (b) Notices required or permitted to be given to the Supplier under this Agreement shall be in writing and deemed to be properly given if sent to the Supplier's address or e-mail address set out below (as may be

amended by the Supplier from time to time by notice to the Customer), whether via e-mail, registered post, delivered by private, prepaid courier, delivered in person or otherwise.

To Supplier: Keppel DHCS Pte Ltd
 Address : 1 HarbourFront Avenue
 #05-05 Keppel Bay Tower
 Singapore 098632
 Attention : Residential Cooling Team
 Email : resi-cooling.dhcs@keppel.com

13.6 Severability

If any provision of this Agreement is found to be void or unenforceable, that provision will be deemed to be deleted from this Agreement and the remaining provisions of this Agreement will continue in full force and effect. to be substituted for the deleted provision.

13.7 Costs and Taxes

- (a) The Customer shall bear and pay all and any:
- (i) disbursements, fees and charges, legal or otherwise, in connection with the performance of this Agreement; and
 - (ii) taxes leviable on, arising out of or in relation to the provision of Centralised Cooling Services to Customer under this Agreement (including any GST).
- (b) In the event that any law, regulation, code, directive or rule in Singapore is amended or enacted to introduce new taxes (including but not limited to carbon tax) or otherwise results in an increase to the Supplier in the costs, risks or detriment in the Supplier's observation or performance of its obligations under this Agreement, the Supplier shall be entitled to pass through such tax and/or increase in costs, risks or detriment to the Customer (whether by way of revising the Energy Charge or otherwise).

13.8 Further Assurances

Each Party shall do all things and execute all further documents necessary to give full effect to this Agreement.

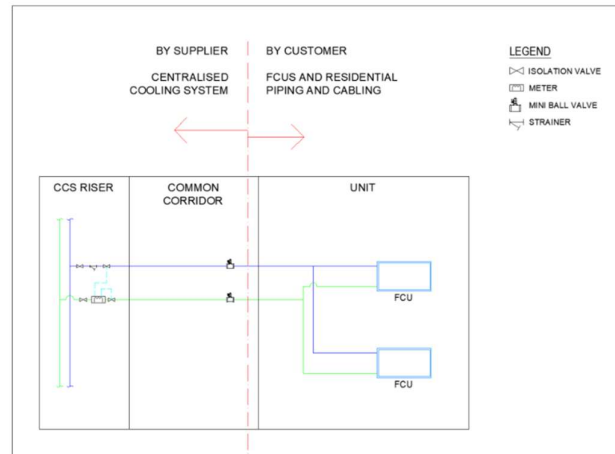
13.9 Contracts (Rights of Third Parties) Act

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms or conditions of this Agreement.

ANNEX A

STANDARD FCUS AND RESIDENTIAL PIPING AND CABLING LAYOUT AND SPECIFICATIONS

Demarcation of Centralised Cooling System and FCUs and Residential Piping and Cabling



Layout of FCUs and Residential Piping and Cabling

The layout in the Form of Acceptance for Centralised Cooling Services, which shows the indicative locations where the FCUs and Residential Piping and Cabling will be installed at the Unit are solely for illustrative purposes. The Supplier provides no guarantee as to the exact locations where the FCUs and Residential Piping & Cabling will be installed, and the Customer acknowledges that the final installed locations and design of the FCUs and Residential Piping & Cabling may vary based on actual site constraints and conditions. The Customer further acknowledges that any illustration of the FCUs and Residential Piping and Cabling displayed at the Keppel EaaS website, Keppel EaaS Experience Centre, and by Supplier's representatives are solely for illustrative purposes, and the final installed layout and routing may vary based on actual site constraints and conditions.

Standard Specifications of FCUs

The nominal capacity of each FCU is 9,000 BTU/h (2.64 kW).