

## TERMS & CONDITIONS FOR THE PROVISION OF CENTRALISED COOLING SERVICES

1. Capitalised terms used in these Terms & Conditions shall have the meanings set out below:
  - 1.1 **"Agreement"** means the agreement between SP Home and the Customer on these Terms & Conditions.
  - 1.2 **"Centralised Cooling System"** means all plant, apparatus, equipment and facilities designed, engineered, constructed, installed, tested, commissioned, operated, maintained and/or used by SP Home for or in connection with the provision of the Supply by SP Home.
  - 1.3 **"Customer"** with respect to any premises, means the person who requested or contracted with SP Home for the supply of chilled water to the premises (including an occupier of the premises).
  - 1.4 **"Supply Commencement Date"** means the date of commencement of the Supply to the Premises, as determined and notified by SP Home to the Customer.
  - 1.5 **"FCU"** means a chilled water fan coil unit installed within the Premises pursuant to the Installation Agreement; and **"FCUs"** means all such fan coil units.
  - 1.6 **"Force Majeure Event"** means any event or circumstance, the occurrence and the effect of which SP Home is unable to prevent or avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of SP Home, and includes acts of God, lightning strikes, earthquakes, floods, storms, typhoons, explosions, fires, pandemics, epidemics and any natural disaster; acts of civil or military authority, acts of war, acts of government authorities or competent authorities, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, outbreaks of hostilities, labour disturbances, insurrection, revolution, strikes, lockouts and labour disputes.
  - 1.7 **"HDB"** means the Housing and Development Board, a body corporate established under the Housing and Development Act 1959.
  - 1.8 **"Installation Agreement"** means the Agreement for Installation of Equipment for Centralised Cooling Services made or to be made between the Customer and SP Home (for the installation, testing and commissioning of the Last Mile Piping & Cabling and the FCUs).
  - 1.9 **"Last Mile Piping & Cabling"** means the:
    - (i) chilled water pipes within the Premises which connect each FCU to the main chilled water pipes of the Centralised Cooling System which serves the building in which the Premises are located;
    - (ii) condensate drain pipes from each FCU to the nearest drain point within the Premises;
    - (iii) power cable from the electrical isolator at the air-con ledge of the Premises to all the FCUs within the Premises; and
    - (iv) insulated polyvinyl chloride (PVC) piping and trunking enclosing the items set out in Clauses 1.9(i) to 1.9(iii).
  - 1.10 **"Meter"** means the British Thermal Unit meter installed within the pipe riser outside the Premises in the HDB block for the Supply.
  - 1.11 **"No Tampering Obligation"** has the meaning given to it in Clause 18.
  - 1.12 **"Personal Data"** has the meaning given to it in the Personal Data Protection Act 2012.
  - 1.13 **"Premises"** means the premises of the Customer as identified in the Schedule to the

Installation Agreement.

- 1.14 “**SP Home**” means SP Home Cooling Pte. Ltd. (UEN No. 201924654M), a company incorporated in Singapore and having its registered office at 2 Kallang Sector SP Group Building Singapore 349277, and includes any successors or assigns thereof.
- 1.15 “**Supply**” means the supply of chilled water through the Last Mile Piping & Cabling to the FCUs at the Premises for space cooling.
- 1.16 “**Supply Period**” means the period commencing on the Supply Commencement Date and continuing until terminated in accordance with the terms of this Agreement.
- 1.17 “**Usage Charge**” in relation to any billing period, means the charges for the Supply during that billing period, calculated in accordance with the formula set out in Clause 4.

Any reference to appointed agents and/or contractors in this Agreement shall refer to Daikin Airconditioning (Singapore) Pte Ltd and/or such other agents or contractors engaged by SP Home from time to time.

2. The rights and obligations of SP Home and the Customer under this Agreement shall be conditional on the Customer having entered into an Installation Agreement. In the event of any conflict or inconsistency between the terms of the Installation Agreement and this Agreement, the terms of this Agreement shall prevail to the extent of such conflict or inconsistency.
3. SP Home shall provide the Supply during the Supply Period. The Supply may be suspended or interrupted by SP Home at its absolute discretion without any notice or incurring any liability whatsoever, to the Customer in any of the following circumstances (and for such period as SP Home considers appropriate):
- 3.1 the Customer commits any breach of the Customer’s obligations under the Installation Agreement;
- 3.2 the Customer commits any breach of the Customer’s obligations under this Agreement (other than the No Tampering Obligation) and the Customer does not remedy such breach within 30 days following a notice given by SP Home to the Customer to remedy such breach; or
- 3.3 the Customer commits any breach of the No Tampering Obligation.
- 3.4 during any period of servicing, maintenance or repair to SP Home’s Centralised Cooling System;
- 3.5 if there is any irregularity relating to the Supply to the Premises, and/or any damage to the Last Mile Piping & Cabling or FCUs is suspected or detected;
- 3.6 to protect the health and safety of any person or the environment;
- 3.7 due to any Force Majeure Event; and/or
- 3.8 if there is any disruption in the supply of electricity and/or water (other than the Supply) to the Premises.

The Customer shall be solely responsible (at the Customer’s own cost) to arrange for such alternative cooling systems as the Customer may consider suitable for the Customer’s needs, if the Customer is unable to tolerate any failure, reduction, interruption or inconsistency in the Supply.

4. The Customer shall pay the Usage Charge for the Supply.

The Usage Charge for each billing period shall be calculated based on the following:

*Usage Charge = Metered quantities of Supply for that billing period in units of kilowatt-hours refrigeration (kWrh) x prevailing consumption Usage Charge Rate (S\$/kWrh)*

where:

“Usage Charge Rate” is the prevailing dollar per kilowatt-hours refrigeration (kWrh) of Supply or S\$/kWrh rate published by SP Home at <https://mytengah.sg/centralised-cooling/chilled-water-usage-rate>.

5. The Usage Charge Rate shall be updated quarterly to reflect the actual cost of electricity based on the prevailing residential electricity energy charge in S\$ per kWeh as published quarterly on <https://www.spgroup.com.sg>, the prevailing domestic potable water prices, water borne fees, water conservation taxes as published on the PUB website, and the consumer price index (CPI) published by the Department of Statistics, Singapore.
6. SP Home shall bill the Customer for the Supply based on the metered consumption data recorded by the Meter. The Meter shall be periodically read by SP Home or SP Home’s appointed contractor. If the Meter does not, in the reasonable opinion of SP Home, correctly register such Supply (e.g. due to the Meter being damaged or faulty), SP Home shall be entitled to make adjustments to any bill(s) based on the estimated consumption of the Supply as determined by SP Home, and/or charge such sum as SP Home may assess (and the Customer shall pay the sum so assessed by SP Home).
7. SP Home shall own, install, calibrate and maintain the accuracy of the Meter. 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 any Meter if the damage to or inaccuracy or loss of the Meter is caused by any act or omission of the Customer.
8. The Customer may request for a Meter accuracy test at an additional payment of S\$500, which shall be payable by the Customer in advance. If the test result confirms that the accuracy of the Meter is not within the limits prescribed by the relevant manufacturer or supplier of the Meter, such additional payment will be refunded to the Customer and the Meter will be replaced free of charge.
9. The Usage Charges set out in the Customer’s bill issued by SP Services Pte Ltd shall be final, binding and conclusive evidence of the amount payable by the Customer. The Customer shall pay SP Home the Usage Charges for the metered quantities of chilled water supplied to the Customer during the billing period using the various payment options prescribed by SP Home from time to time (as published on <https://mytengah.sg/centralised-cooling/chilled-water-usage-rate>), within 14 days following the date of the bill. Post-dated cheques are not acceptable. The Customer shall make payment for the Usage Charges in full, notwithstanding any dispute. Upon resolution of such dispute, any amount which the Customer may have overpaid or underpaid (as determined by such resolution) will be credited or debited to the Customer (and reflected in the following month’s bill).
10. The Customer shall pay late payment interest (before as well as after any judgement) at the rate of 1% per month on any outstanding amount owed by the Customer, from the date when such amount becomes due and payable to the date of actual payment. Without prejudice to Clause 23, the Customer shall indemnify and hold harmless SP Home against all costs and expenses incurred by SP Home in recovering such payment (including without limitation legal costs (on a full indemnity basis)).
11. The amounts payable to SP Home under this Agreement exclude the charges for all electricity, water, sewerage, gas, cable, telecommunications, and any other utilities at the Premises. The Customer must settle payment for such charges directly with the relevant service providers.
12. SP Home shall be entitled to terminate the Supply Period with immediate effect by written notice to the Customer, if:
  - 12.1 SP Home ceases for any reason to be able to provide the Supply (including any termination of the arrangement with HDB which enables SP Home to provide the Supply);

- 12.2 the Customer commits any breach of the Customer's obligations under the Installation Agreement or this Agreement, or any sum payable to SP Home remains outstanding for more than 45 days; or
- 12.3 the Customer becomes bankrupt or insolvent, or makes any composition or arrangement with the Customer's creditors.
13. SP Home shall be entitled to terminate the Supply Period at any time after the Supply Commencement Date by giving the Customer at least 1 month's prior written notice.
14. The Customer shall be entitled to terminate the Supply Period at any time after the Supply Commencement Date by giving SP Home at least 1 month's prior written notice, provided that the Customer shall not be permitted to give any notice of termination unless the Customer has duly paid all sums due and payable by the Customer under this Agreement and the Installation Agreement to SP Home.
15. The termination of the Supply Period shall not affect the Customer's liability to SP Home or SP Home's rights and remedies. Any and all sums payable by the Customer to SP Home pursuant to this Agreement and the Installation Agreement shall immediately fall due for payment on the date of termination of the Supply Period.
16. If the Supply Period is terminated pursuant to Clause 12.1 or 13, SP Home shall pay the Customer an amount equal to the value of the remaining useful lifespan of each FCU (amortised on a straight line basis of a 7-year useful lifespan period commencing on the date of key collection).
17. If the Supply is suspended or interrupted under Clause 3.1, 3.2 or 3.3, or the Supply Period is terminated under Clause 12.2 or 12.3, and the Customer has remedied all outstanding breaches to the satisfaction of SP Home, the Customer may request that SP Home reconnect the Supply, and resume the Supply Period. Any such reconnection shall be at SP Home's sole discretion, and the Customer shall pay SP Home a reconnection fee of S\$60. SP Home shall be entitled to review and revise the reconnection fee from time to time at its sole discretion. Any revised reconnection fee (and the date such revised fee takes effect) will be published on <https://mytengah.sg> or otherwise notified by SP Home to Customer.
18. The Customer shall ensure that the Centralised Cooling System is not modified, tampered or otherwise interfered with, and the Last Mile Piping & Cabling and FCUs installed at the Premises is not encased in any other equipment, cabling or boxing, and is not closed-off, removed, modified, covered up, tampered or otherwise interfered with except by SP Home or SP Home's appointed contractors (collectively the "**No Tampering Obligation**"). Failing which, SP Home may, at the Customer's cost and expense (and without any liability to the Customer for any loss, damage and/or cost of reinstatement), remove and/or modify such arrangements and/or encasements, and/or repair or replace any component of the Centralised Cooling System, the Last Mile Piping & Cabling or the FCUs. This Clause 18 shall remain in force even if the Supply Period is terminated.
19. In the event that the Supply Period is terminated for any reason, and if the Customer wishes to dismantle and remove the FCUs, the Customer shall notify SP Home in writing of the same and shall comply with the following procedure at the Customer's own cost and expense:
- 19.1 The Customer shall schedule an appointment with SP Home to turn off the chilled water supply valve outside the Premises.
- 19.2 SP Home will turn off the chilled water supply valve, disconnect the piping at the entrance of the Premises, and cover up the Centralised Cooling System's pipe sleeve openings at such entrance.
- 19.3 Without prejudice to Clause 20, the Customer shall provide SP Home and/or its appointed contractors access to the Premises to carry out any and all works referred to in Clause 19.2. SP Home shall not be liable to the Customer for any loss or damage arising from or in

connection with such works (including any loss or damage to the Premises).

- 19.4 The Customer shall be solely responsible to carry out any dismantling and/or removal of the FCUs and trunking within the Premises (after the completion of the works referred to in Clause 19.2).
20. The Customer shall ensure that SP Home and/or its appointed contractors be given access to the Premises at all reasonable times to install, inspect and carry out any such work as SP Home considers appropriate in connection with the provision of the Supply (including on the FCUs, the Last Mile Piping & Cabling, the Meter and any other equipment). SP Home may appoint such contractors as it considers fit to perform any of its obligations under this Agreement.
21. The Customer hereby represents and warrants that:
- 21.1 the Customer has the legal capacity to enter into this Agreement;
  - 21.2 the Customer is the registered owner or tenant of the Premises; and
  - 21.3 the Customer is not an undischarged bankrupt.
22. The Customer shall immediately notify SP Home in writing if there are any changes to the particulars and/or information given to SP Home by the Customer prior to entry into this Agreement.
23. The Customer shall indemnify and hold harmless SP Home against any losses, damages, claims, actions, judgements, suits, costs, expenses, disbursements, injuries or other liabilities whatsoever incurred or suffered by, or brought against, SP Home 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.
24. Without prejudice to Clause 3 above, SP Home shall not be liable for any losses, damages, claims, actions, judgements, suits, costs, expenses, disbursements, injuries or other liabilities whatsoever suffered by or caused to the Customer, the Premises or any other property of the Customer arising from or in connection with any interruption, suspension, outage, failure, reduction, inconsistency or other disruption of the Supply (whether planned or unplanned) whether due to faults in the electricity and/or water supply to the Premises or otherwise. SP Home shall not in any circumstances whatsoever be liable to the Customer for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, or any indirect or consequential loss howsoever arising (including due to any default, negligence or breach by SP Home). Any statutory or implied conditions and warranties are expressly excluded. In any case, SP Home's aggregate liability to the Customer for any loss or damage arising out of or in connection with this Agreement shall be limited to S\$1,800.
25. All amounts specified in this Agreement shall be exclusive of goods and services tax. The Customer shall be solely liable to pay all goods and services tax imposed or levied under applicable law on any and all amounts payable by the Customer under this Agreement.
26. The Customer hereby consents and agrees to SP Home's collecting, using and/or disclosing data (including Personal Data) relating to the Customer at any time, for the following purposes:
- 26.1 providing the Customer with access to and/or use of the "SP utilities" mobile application (or any other mobile application made available by SP Home or its related corporations);
  - 26.2 billing and account management (including debt collection and recovery);
  - 26.3 communications with the Customer;
  - 26.4 verifying the identity and authority of the Customer;
  - 26.5 developing new services and products;
  - 26.6 carrying out analytics, research, planning and statistical assessment; and/or
  - 26.7 facilitating SP Home's compliance with applicable laws, regulations, guidelines and/or

business requirements (including providing any public agency with Personal Data in response to requests from such public agency).

27. The Customer warrants that where the Customer has disclosed Personal Data of third parties (e.g. other tenants of the Premises) to SP Home in connection with the abovementioned purposes, the Customer has obtained the prior consent of such third parties for SP Home to collect, use and disclose such Personal Data for such purposes, in accordance with any applicable laws, regulations and/or guidelines.
28. The Customer acknowledges and consents to SP Home's disclosure of any data (including any Personal Data) relating to the Customer, to SP Home's insurers, bankers, sub-contractors, service providers, partners and/or any government or regulatory authority and/or any other third party designated by SP Home for any of the purposes described in Clause 26.
29. The Customer shall not assign, transfer or otherwise deal with any of the Customer's rights, interests or obligations under this Agreement except with SP Home's prior written consent, which consent may be given subject to such conditions as SP Home considers fit. SP Home may assign, transfer or otherwise deal with any or all of its rights, interest and or obligations under this Agreement by written notice to the Customer.
30. SP Home may at any time and from time to time by written notice to the Customer amend, supplement or modify the terms and conditions of this Agreement (including, without limitation, to address any change in any applicable law, regulation, rule or directive). The Customer shall observe and comply with the same with effect from the date stated in SP Home's notice.
31. The invalidity, illegality or unenforceability of any provision of this Agreement shall not in any way affect or impair any other provision of this Agreement and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
32. A person who or which is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provision of this Agreement.
33. Unless otherwise specified, all notices, demands or communications required or permitted to be given or made under this Agreement:
  - 33.1 to the Customer, may be given or made by courier, prepaid registered post or electronic mail to any of the mailing addresses or electronic mail addresses of the Customer in the records of SP Home (or to such other address as the Customer may from time to time notify SP Home in writing);
  - 33.2 to SP Home, may be given or made by courier, prepaid registered post or electronic mail to the following address or electronic mail address (or to such other address as SP Home may from time to time notify the Customer in writing):

Address: SP Group  
2 Kallang Sector Singapore 349277  
Attention: SP Home Cooling Pte. Ltd.  
Email: [tengahsupport@spgroup.com.sg](mailto:tengahsupport@spgroup.com.sg)
34. This Agreement shall be governed by the laws of Singapore.
35. Any dispute arising out of or in connection with this Agreement shall be submitted for mediation at the Singapore Mediation Centre in accordance with the Singapore Mediation Centre's Mediation Procedure in force for the time being. Either party may submit a request to mediate to the Singapore Mediation Centre upon which the other party will be bound to participate in the mediation within 30 days thereof. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by the Singapore Mediation Centre. The mediation will take place in Singapore in the English language

and the parties agree to be bound by any settlement agreement reached. Each party shall bear its own costs for any mediation commenced in the Singapore Mediation Centre. If, notwithstanding any mediation commenced pursuant to this Clause 35, the parties are unable to reach a mutually satisfactory resolution of any dispute arising out of or in connection with this Agreement no later than 30 days after the date the dispute is referred for mediation, then either party may refer such dispute for resolution exclusively to the Courts of Singapore.