

End User MyTengah Care+ Programme for FCU Servicing and Workmanship Warranty Agreement (“Agreement”)

Terms & Conditions

It is hereby agreed as follows:

1 General

- 1.1 Unless otherwise defined, capitalised terms used in this Agreement have the meanings given to them in 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 fan coil units and last mile piping and cabling) (“**Installation Agreement**”).
- 1.2 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.
- 1.3 The Customer acknowledges and agrees that, upon entering into this Agreement, all previously executed agreements (or relevant portion(s) thereof) between the Customer and SP Home relating to the servicing of FCUs at the Premises shall be terminated with immediate effect, including where:
 - 1.3.1 The Customer has previously entered into an End User Servicing Agreement with SP Home, such agreement (including the remaining “*Servicing Term*” as defined therein) shall be terminated with immediate effect; or
 - 1.3.2 The Customer has previously entered into an agreement for a Bundled Servicing and Extended Warranty Package, SP Home’s obligations to carry out any further servicing of FCUs (including the remaining “*Servicing Term*” and “*Servicing Sessions*” as defined therein) shall be terminated with immediate effect. For the avoidance of doubt, the relevant portion(s) relating to the Extended Warranty shall continue in full force and effect in accordance with the terms of such agreement for a Bundled Servicing and Extended Warranty Package.
- 1.4 Any reference to appointed agent(s) or appointed contractor(s) in this Agreement shall refer to the appointed agent(s) and/or contractor(s) engaged by SP Home from time to time.

2 Servicing and Workmanship Warranty package

- 2.1 The Customer agrees to enter into this Agreement (as acknowledged and accepted by the Customer on the digital sign-up form for this MyTengah Care+ Programme as issued by SP Home) for the MyTengah Care+ Programme comprising:
 - 2.1.1 Two (2) Servicing Sessions per 12-month period, over the Servicing Term (as defined below); and
 - 2.1.2 Warranty on workmanship related defects on the Last Mile Piping & Cabling at the Premises (the “**Workmanship Warranty**”).

3 Scope of Servicing Sessions

- 3.1 SP Home will provide two (2) Servicing Sessions of the FCUs per 12-month period, over the Servicing Term. The “**Servicing Term**” refers to the period commencing on the later of: (i) the Key Collection Date; or (ii) 1 December 2025, and continuing for a period of three (3) years. Any unutilised Servicing Session(s) in a 12-month period shall not be carried forward to the following year (or to any other year during the Servicing Term) and shall lapse without any liability to SP Home.
- 3.2 During each Servicing Session, SP Home will carry out the following:

- 3.2.1 cleaning the panel of each FCU;
 - 3.2.2 cleaning and inspecting the air filters of each FCU;
 - 3.2.3 checking the functionality of each FCU;
 - 3.2.4 checking for water spotted marks on each FCU;
 - 3.2.5 vacuuming the drain-pipe and drainage outlet of each FCU;
 - 3.2.6 cleaning the fan blower of each FCU;
 - 3.2.7 appropriate health check of the Last Mile Piping & Cabling as deemed necessary by SP Home (in its sole and absolute discretion); and
 - 3.2.8 at the Customer's request only, checking Wi-Fi connectivity readiness (if any), for FCU smart pairing.
- 3.3 For the avoidance of doubt, each Servicing Session **does not** extend to or cover:
- 3.3.1 any work on or relating to the rectification of any defects;
 - 3.3.2 supply and replacement of consumable parts, filters and accessories of the FCUs;
 - 3.3.3 repair works, supply and replacement of the evaporator of the FCUs;
 - 3.3.4 chemical flushing or steam cleaning services;
 - 3.3.5 pressure testing, mending of any chilled water leakage, piping and insulation works for the FCUs;
 - 3.3.6 opening access holes for servicing or repairing for the FCUs;
 - 3.3.7 all cosmetic and building works (including but not limited to the false ceilings, beams, finishing of the walls and flooring at the Premises);
 - 3.3.8 works relating to the equipment or structure mounting and/or affixing the FCUs;
 - 3.3.9 any work on or relating to the incoming main breaker, any electrical cable and/or external electrical panel;
 - 3.3.10 any work on or relating to other auxiliary equipment **not** mentioned above, such as any installation related materials including fittings, trunking and insulation;
 - 3.3.11 any repair of any damage to the FCUs caused by any tampering, alteration, modification, accident, abuse or misuse of the FCUs, or arising from acts of third persons or 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, including acts of God such as fire, lightning or flood;
 - 3.3.12 any work on or relating to FCUs connected to other brands or models (other than those installed by SP Home under the Installation Agreement);
 - 3.3.13 any work on or relating to any FCUs installed, altered, and/or relocated by any third party;
 - 3.3.14 any work on or relating to any FCUs which use any parts other than genuine parts from the original equipment manufacturer;

- 3.3.15 any work (other than as set out in Clause 3.2) required in reconditioning or restoring the FCUs; and
- 3.3.16 furnishing of spare parts, motor rewinds or other supplies and accessories.
- 3.4 The Customer shall be responsible for carrying out (at the Customer's own cost) any and all other work which is not expressly listed in Clause 3.2. The Customer must ensure that all such servicing and maintenance work shall be in accordance with the specifications prescribed by the relevant manufacturer or supplier of the FCUs and/or SP Home.
- 3.5 SP Home shall retain sole and absolute discretion over the manner in which the Servicing Sessions shall be carried out, notwithstanding any instructions or directions from the Customer.
- 4 Scope of Workmanship Warranty
- 4.1 The Workmanship Warranty commences on the Key Collection Date and shall continue for a period of three (3) years (the "**Workmanship Warranty Period**").
- 4.2 The Workmanship Warranty covers workmanship related defects on the Last Mile Piping & Cabling at the Premises.
- 4.3 SP Home's sole obligation (and the Customer's sole remedy) is the repair or replacement (at SP Home's option) of the defective part or accessory of the Last Mile Piping & Cabling at the Premises. Parts used by SP Home for replacement or repair may be of like kind and quality and may be new or remanufactured or refurbished (as determined at by SP Home in its sole and absolute discretion).
- 4.4 The Workmanship Warranty **does not** extend to or cover:
- 4.4.1 Movable parts of each FCU, which includes the fan motor, fan rotor, printed circuit board and thermistors;
- 4.4.2 the following parts and accessories:
- 4.4.2.1 evaporator assembly;
- 4.4.2.2 air filter;
- 4.4.2.3 remote control;
- 4.4.2.4 front cover (for wall-mounted fan coil unit);
- 4.4.2.5 installation related materials such as fittings, trunking and insulation;
- 4.4.2.6 any parts and/or accessories which have been tampered with, altered, modified, subject to any accident, abused and/or misused, by any person other than SP Home (or its appointed contractors); and
- 4.4.2.7 external finishing of the FCUs;
- 4.4.3 any defect or damage of the Last Mile Piping & Cabling and/or the FCUs or any part thereof arising as a result of wear and tear, deterioration or rusting due to atmospheric condition, accident, mechanical abrasion, corrosion, unauthorised use, wilful damage, negligence or abnormal working conditions;
- 4.4.4 any damage resulting from force majeure events, including but not limited to, flood, fire, acts of God and any events beyond SP Home's control; and
- 4.4.5 any work on or relating to:

- 4.4.5.1 general servicing, chemical flushing or steam cleaning of any FCU;
 - 4.4.5.2 cutting and/or opening of any access holes;
 - 4.4.5.3 supply and replacement of consumable parts, filters and accessories of any FCU;
 - 4.4.5.4 supply and replacement of the evaporator of any FCU;
 - 4.4.5.5 the incoming main breaker, any electrical cable and/or external electrical panel for aircon, flow switch and/or motorised valve; and
 - 4.4.5.6 any other additional air conditioning systems and/or equipment not mentioned above.
- 4.5 The Workmanship Warranty shall be **void** (and SP Home shall have no liability to the Customer for any defects or to carry out any repair or replacement works) in any of the following circumstances:
- 4.5.1 the Customer commits any breach of the Customer's obligations under the Installation Agreement or this Agreement, or any sum payable to SP Home (if any) remains outstanding for more than **thirty (30)** days;
 - 4.5.2 there has been any tampering, alteration, modification, accident, abuse and/or misuse of any FCU and/or the Last Mile Piping & Cabling;
 - 4.5.3 there has been any impact, loss and/or damage to any FCU and/or the Last Mile Piping & Cabling, including any damage arising from:
 - 4.5.3.1 the FCU being dropped;
 - 4.5.3.2 any defective wiring;
 - 4.5.3.3 the FCU being operated on incorrect voltage or fluctuations or interruptions in the electrical power supply;
 - 4.5.3.4 excessive physical or electrical stress;
 - 4.5.3.5 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, including acts of God such as fire, lightning or flood; and/or
 - 4.5.3.6 any renovation work carried out on the Premises (including the demolition or construction of non-structural and/or structural walls within the Premises);
 - 4.5.4 any FCU and/or the Last Mile Piping & Cabling have not, in SP Home's reasonable opinion, been properly used or maintained by the Customer;
 - 4.5.5 any FCU and/or the Last Mile Piping & Cabling have been connected to other brands or models (other than those installed by SP Home under the Installation Agreement);
 - 4.5.6 any FCU and/or the Last Mile Piping & Cabling uses any parts other than genuine parts installed by SP Home and/or its appointed agents and contractors;
 - 4.5.7 the Customer fails to follow any instruction of SP Home in respect of the application, installation, use, service and maintenance of the FCUs and/or the Last Mile Piping & Cabling, or any failure to comply with local codes, standards, ordinances or industry specifications; and/or

4.5.8 there has been any installation, alteration, relocation, export, repair or service of any FCU (or any part thereof) and/or the Last Mile Piping & Cabling (or any part thereof) by any person other than SP Home and/or its appointed agents and contractors.

5 Terms applicable to Servicing and Workmanship Warranty

5.1 SP Home shall have no obligation to conduct any Servicing Session or any repair or replacement works under the Workmanship Warranty in any of the following circumstances:

5.1.1 for any period that any FCU is rendered inaccessible due to any additional fixtures installed by the Customer;

5.1.2 for any period that any FCU is installed in a place where air is exposed to hazardous and corrosive environment; and/or

5.1.3 for any period that the Customer has not made payment of any amount due and payable to SP Home (including the fees referred to in Clause 9.1) (if any).

5.2 The Customer shall inform SP Home immediately of any breakdown or apparent failure in the FCUs, the Last Mile Piping & Cabling or the Centralised Cooling System. The “**Centralised Cooling System**” refers to 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 of chilled water by SP Home.

5.3 The Customer shall ensure that SP Home and its appointed agents and 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 each Servicing Session and/or the Workmanship Warranty (including any repair, replacement or other works).

5.4 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. 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 5.4 shall remain in force even if the Workmanship Warranty becomes void or the Servicing Term and/or Workmanship Warranty Period is terminated.

6 Scheduling Servicing Sessions and repair or replacement works

6.1 The Customer shall be responsible for making an appointment with SP Home to schedule each Servicing Session or any repair or replacement works under the Workmanship Warranty. The appointment is to be made via “MyTengah” page accessible through the SP mobile application (which is available on the Apple App Store or Google Play Store), or by such other means and manner as SP Home may permit.

6.2 In the case of repair or replacement works under the Workmanship Warranty, the Customer must first activate a request through the SP mobile application under “Help” => Select “Help Centre” => “Drop Us a Message” and select the appropriate option, following which a diagnosis (by telephone or any other means elected by SP Home) would be carried out with the Customer to determine the issue. Thereafter, an appointment will be scheduled at the Customer’s Premises to carry out such works (if applicable).

6.3 For any rescheduling or cancellation of appointments (whether for any Servicing Session or any repair or replacement works under the Workmanship Warranty), the Customer shall notify SP Home and/or its appointed agents and contractors at least seven (7) working days prior to the appointment. In the event that the Customer fails to notify SP Home and/or its appointed agents and contractors within such time, SP Home may at its sole discretion elect to accept the late

notification (and cancel or reschedule such appointment to another available date and time), or regard such appointment as a “no-show”, in which case:

- 6.3.1 if the appointment was for any Servicing Session, the Servicing Session shall be deemed to have been conducted and utilised (and SP Home shall have no further liability relating to such Servicing Session); and/or
 - 6.3.2 if the appointment was for any repair or replacement works under the Workmanship Warranty, the Customer shall pay a fee of S\$100 which is due within thirty (30) days from the issuance of an invoice from SP Home.
- 6.4 The Customer must be present at the Premises at the scheduled date and time to provide such assistance as SP Home and/or its appointed agents and contractors may require for the conduct of the Servicing Session or performance of any repair and/or replacement works under the Workmanship Warranty (as the case may be). In the event the Customer fails to be present at the Premises at the scheduled date and time for any reason whatsoever, SP Home shall be entitled to conduct the Servicing Session or perform such works in the presence of any other person present at the premises, or if there is no such person, then the Servicing Session shall be deemed to have been conducted and utilised or all such repair and/or replacement works under the Workmanship Warranty shall be deemed to have been performed (and SP Home shall have no further liability relating to such Servicing Session or the performance of such works under the Workmanship Warranty, as the case may be).
- 6.5 SP Home reserves the right to cancel and/or postpone any scheduled attendance with reasonable prior notice to the Customer.

7 Operation Hours for Servicing Sessions and repair and replacement works

7.1 “**Operation Hours**” means:

- 7.1.1 for the conduct of Servicing Sessions, between 0930 to 1700hrs on each day from Monday to Friday and between 0930 to 1230hrs on Saturday; and
 - 7.1.2 for repair and replacement works under the Workmanship Warranty, between 0930 to 1700hrs on each day from Monday to Friday.
- 7.2 Every Servicing Session and all repair or replacement works under the Workmanship Warranty shall take place during Operation Hours. The conduct of any Servicing Session, or any repair or replacement works under the Workmanship Warranty, outside of Operation Hours shall be at SP Home’s sole and absolute discretion.

8 Work outside the scope of the Servicing Sessions and Workmanship Warranty

- 8.1 Any service or work that falls outside of the scope of the Servicing Sessions and the Workmanship Warranty (including the replacement of spare parts referred to in Clause 8.3, and the conduct of any Servicing Session or performance of any repair or replacement works under the Workmanship Warranty outside of Operation Hours) shall be agreed between the Customer and SP Home’s appointed contractor directly, and subject to such terms and conditions as may be imposed by SP Home’s appointed contractor.
- 8.2 SP Home shall have no responsibility or liability for any act or omission of SP Home’s appointed contractor in connection with any such service or work. The Customer must address and resolve any complaints directly with SP Home’s appointed contractor. Any and all sums payable for such service or work must be settled between the Customer and SP Home’s appointed contractor directly.
- 8.3 Subject to Clauses 8.1 and 8.2:
- 8.3.1 In the event that the replacement of spare parts is determined as being required in the course of any Servicing Session, the Customer shall pay for such spare parts at the

prevailing rates, and by such date and through such means as SP Home's appointed contractor may notify the Customer, unless such spare parts are included in the scope of the Workmanship Warranty.

8.3.2 Work relating to such replacement of spare parts shall be carried out between 0930 to 1700hrs on each day from Monday to Friday ("**Spare Part Replacement Work Hours**"). The conduct of any such works outside of Spare Part Replacement Work Hours shall be at the sole and absolute discretion of SP Home's appointed contractor.

8.3.3 Where such replacement works are for any reason carried out outside of Spare Part Replacement Work Hours, or any repair or replacement works under the Workmanship Warranty is attended to or performed outside of Operation Hours, an additional amount is chargeable at the following prevailing rates:

Item	Day	Time	Per Attendance
1	Monday to Friday	From 5:30 pm to 10:30 pm	S\$400.00
2	Saturday, Sunday & Public Holidays	From 09:00 am to 10:30 pm	S\$550.00
3	Monday to Sunday & Public Holiday	From 10:30 pm to 09:00 am	S\$700.00

9 Payment Terms

9.1 The fees payable by the Customer (if any) for the Servicing Term and the Workmanship Warranty Period are as indicated on the SP mobile application at the time of contracting. The Customer is required to make payment of such fees concurrently with the entry into this Agreement. For the avoidance of doubt, where the SP mobile application indicates that there is no fee payable under this Agreement, or the amount of the fees as indicated are marked as "nil", "0" or of similar effect, there shall be no fees payable by the Customer.

9.2 Any payment made by the Customer to SP Home shall be non-refundable, and there shall be no refund and/or adjustment of the fees (referred to in Clause 9.1) in any event, including in cases where:

9.2.1 there is any disposal, transfer and/or relocation of the FCUs or any part thereof by the Customer;

9.2.2 the Servicing Sessions may not be utilised due to any breakdown or repairs of the FCUs, or which remain unutilised as at the expiry of the Servicing Term; and/or

9.2.3 the Customer cancels the appointment for a Servicing Session.

9.3 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.

10 Termination

10.1 SP Home shall be entitled to terminate the Servicing Term at any time with immediate effect by written notice to the Customer, if the Customer commits any breach of the Customer's obligations under the Installation Agreement or this Agreement.

10.2 SP Home shall be entitled to terminate the Servicing Term and/or the Workmanship Warranty Period at any time by giving the Customer thirty (30) days' prior written notice.

10.3 The termination of the Servicing Term and/or the Workmanship Warranty Period shall not affect the Customer's liability to SP Home or SP Home's rights and remedies.

10.4 All unutilised Servicing Sessions shall lapse without any liability to SP Home upon the expiry or termination of the Servicing Term. The Workmanship Warranty shall cease to apply upon the expiry or termination of the Workmanship Warranty Period or if the Workmanship Warranty becomes void pursuant to Clause 4.5.

11 Assignment and Subcontracting

11.1 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.

11.2 SP Home may appoint such agents or contractors as it considers fit to perform any of its obligations under this Agreement.

12 Limitation of Liability and Indemnity

12.1 Except in the cases of death or personal injury caused by SP Home's negligence or in any other circumstances where liability may not be so limited under applicable law, 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 the conduct of any Servicing Session, the performance of any repair, replacement or other works under the Workmanship Warranty, and/or any service or work that falls outside the scope of the Servicing Sessions and/or the Workmanship Warranty. 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 and/or any of SP Home's appointed agents or contractors). 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\$600.00.

12.2 The Customer shall indemnify and hold harmless SP Home against any losses, damages, claims, actions, judgements, suits, costs, expenses, disbursements, injuries or other liabilities (including legal costs on a full indemnity basis) 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.

13 Representations and Warranties

13.1 The Customer hereby represents and warrants that:

13.1.1 The Customer has the legal capacity to enter into this Agreement;

13.1.2 The Customer is the legal owner of the Premises; and

13.1.3 The Customer is not an undischarged bankrupt.

14 Contracts (Rights of Third Parties) Act

14.1 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.

15 Governing Law and Dispute Resolution

- 15.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.
- 15.2 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 15.2, the parties are unable to reach a mutually satisfactory resolution of any dispute arising out of or in connection with this Agreement within 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.

16 Miscellaneous

- 16.1 The Customer is required to check the Customer's transaction history regularly on the SP mobile application, and will be solely responsible to ensure that there are no errors, omissions or discrepancies. The Customer must inform SP Home of any error, omission or discrepancy of any entry on the Customer's transaction history within 14 days from the date that such entry is made.
- 16.2 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.
- 16.3 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.
- 16.4 Unless otherwise specified, all notices, demands or communications required or permitted to be given or made under this Agreement:
- 16.4.1 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);
- 16.4.2 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