



## STANDARD TERMS AND CONDITIONS OF ELECTRICITY SUPPLY ("Conditions")

Unless otherwise defined in these Conditions, capitalised words used in these Conditions have the meanings ascribed in this form ("Form").

### 1 Charges, Billing and Payment

- 1.1** The Tenant agrees and undertakes to directly pay the MCST (Landlord) with effect from the Commencement Date the following charges relating to the supply of electricity ("Supply") to the Tenant's Premises:
- 1.1.1** all the charges stated in the Form with respect to all electricity Supplied to the Tenant's Premises in each Billing Period during the Supply Duration based on the reading from the designated meter(s) ; and
- 1.1.2** goods and services tax at the prevailing rate.
- 1.2** The Tenant shall directly pay the MCST (Landlord) the amount stated as due to the MCST (Landlord) in any statement or invoice rendered by the MCST (Landlord) within the Payment Period. Unless otherwise approved by the MCST (Landlord) and the Landlord, all payments shall be made in S\$ via GIRO to the bank account designated by the MCST (Landlord). The Tenant shall keep their GIRO active and inform the MCST (Landlord) of any changes of GIRO in a timely manner.
- 1.3** If the Tenant fails to pay the MCST (Landlord) any sum when due, the MCST (Landlord) is entitled to charge a fee from time to time for every demand letter issued to the Tenant for failure to make payment. The demand letter will be upon due date, demanding full payments within 7 days from the date of the letter. In the event the Tenant still fails to make payment, clause 5 applies. In addition, the Tenant shall pay the MCST (Landlord) late payment interest on the amount outstanding at the rate of 12% p.a. and such interest shall be compounded and accrued from the day the amount is due for payment until the day the amount is paid (whether before or after any judgement).
- 1.4** Any statement, invoice or demand letter is effectively rendered once the MCST (Landlord) and/or the Retailer sends such communications to the Tenant's registered email addresses stated on the account opening form (as amended via subsequent notices). The Tenant shall update the MCST (Landlord) of any amendments to registered email addresses in a timely basis by providing a written notice to [mcst2197\\_AR@suntec-res.com](mailto:mcst2197_AR@suntec-res.com) and [hello@floenergy.sg](mailto:hello@floenergy.sg).

### 2 Security

- 2.1** The Tenant shall directly furnish the MCST (Landlord) with the Security Deposit before the Commencement of Supply. The MCST (Landlord) reserves the right to revise the Security Deposit amount in the event that (a) the Tenant fails to make any payment when due; or (b) the average monthly consumption increases; or (c) there is an increase in the relevant electricity tariff. The MCST (Landlord) shall be entitled to retain the amount of the Security Deposit until 60 calendar days after the expiry or termination of the Supply Duration and may utilise at any time the whole or any part of such Security Deposit in payment of any sum due to the MCST (Landlord) from the Tenant. The MCST (Landlord) shall not be required to pay any interest on the Security Deposit.

### 3 Exclusion of Liability for Supply Interruption, Delays and Failure

- 3.1** The Tenant acknowledges that the Landlord and the MCST (Landlord) has no control over the generation, transmission or distribution of electricity. Accordingly, no representation, warranty or obligation is made, given or assumed by the Landlord and the MCST (Landlord) (whether under these Conditions, implied by law or otherwise) with respect to the Supply or transmission of electricity or to the Tenant's Premises and or any matter relating thereto, including the quantity, quality, stability, reliability or voltage of any Supply.
- 3.2** In addition, the Landlord and the MCST (Landlord) shall not be liable to the Tenant for any and all losses, damages and or liability suffered or incurred by the Tenant caused by or as a result of any defect, inconsistency, failure, delay or interruption in or any reduction, surge or variation of the Supply and or transmission of electricity, wherever and whenever occurring; or any economic, consequential or indirect loss and or loss of revenue and or profits and or business or custom, howsoever and whenever caused or occurring including but not limited to any damage, loss, injury or liability incurred or sustained by the Tenant as a consequence of any act, default or omission of the MCST (Landlord)'s servants or agents or any error or omission in reading or recording any reading of any meter or in any statement prepared and or sent to the Tenant relating to the Supply.
- 3.3** Without prejudice to the generality of the foregoing, all warranties, representations or other undertakings implied at law or by custom are hereby excluded. Without prejudice to the generality of the foregoing, the total liability of the Landlord and the MCST (Landlord) to the Tenant for any claims or losses howsoever arising hereunder shall not exceed S\$10,000.

### 4 Supply Duration and Termination

- 4.1** Subject to the provisions of this Condition 4, the Supply Duration will commence on the Commencement Date and will continue until terminated under the terms hereof.

- 4.2** The Landlord or the MCST (Landlord) shall be entitled to terminate the Supply Duration immediately at any time by written notice to the Tenant if:

- 4.2.1** the Tenant fails or neglects to furnish the Security Deposit before the Commencement of the Supply or pay any sum which has become due or payable to the MCST (Landlord); or breaches or fails to perform any other obligations hereunder;
- 4.2.2** the Tenant becomes insolvent or is unable to pay its debts as they fall due; or any bankruptcy, winding up or judicial management proceedings is commenced with respect to the Tenant;
- 4.2.3** a receiver or manager is appointed over any of the assets of the Tenant;
- 4.2.4** the Tenant offers or submits a proposal to its creditors or any group of its creditors relating to the payment of its debts
- 4.2.5** the agreement between the Landlord and the MCST (Landlord) is terminated; or
- 4.2.6** the lease or tenancy for the Tenant's Premises between the Landlord and the Tenant is terminated.

### 5 Disconnection of Supply

- 5.1** The Landlord and/or the MCST (Landlord) may, without notice or liability to the Tenant, disconnect the Supply to the Tenant's Premises in the event that the Tenant breaches any terms of this Agreement including but not limited to failure to pay all charges due and payable to the MCST (Landlord) in a timely manner. The MCST (Landlord) shall be entitled to charge such fee as determined by it for any disconnection or re-connection activity. Please note that a \$300.00 reconnection fee will be chargeable.

### 6 Meter

- 6.1** The Tenant shall not tamper, interfere with or do any act which may affect the accuracy of the meter, which shall be the property of the Landlord, MCST (Landlord) or their contractors.
- 6.2** All costs of repair or replacement of inaccurate, damaged or lost meters shall be borne by the Landlord or the MCST (Landlord), unless such inaccuracy, damage or loss is due to the default or negligence of the Tenant. The Tenant shall provide all access, assistance and cooperation in connection with any installation, inspection, reading, servicing or replacement of any such meter. The MCST (Landlord) shall be entitled to remove the Tenant's meter upon the disconnection or termination of the Supply. The Tenant shall indemnify the MCST (Landlord) and the Landlord against all cost, loss and expense howsoever incurred by the MCST (Landlord) or the Landlord in respect of any lost, stolen or tampered meter.
- 6.3** If the electricity meter does not in the reasonable opinion of the MCST (Landlord) correctly register the amount of electricity supplied to the Tenant's Premises, the MCST (Landlord) shall be entitled to charge such sum as it shall assess and/or revise the Charges for the estimated period of the inaccuracy. The MCST (Landlord) may adjust billings based on readings previously taken from such meter. The Tenant agrees that the MCST (Landlord)'s estimation and adjustment shall be final and binding on the Tenant in the absence of manifest error.

### 7 Information

- 7.1** The Tenant shall provide all information and details as requested by, and render all assistance necessary to the Landlord and the Retailer in connection with the Supply.

### 8 General

- 8.1** Neither the MSSS, the TL, nor the EMC is or shall be considered as an agent or contractor of the Landlord or the Retailer.
- 8.2** The Landlord shall be entitled to assign and transfer all its rights benefits and obligations under these Conditions to such person as the Landlord shall determine. The Tenant shall not assign these Conditions without the prior written approval of the Landlord or the Retailer.
- 8.3** In the event the metering consumption for the Tenant's Premises is revised, then, notwithstanding any termination of the Supply of electricity to the Tenant, the Landlord and/or the Retailer shall be entitled to make the necessary adjustments to its bills and render an invoice reflecting the adjusted consumption to the Tenant, who shall promptly make payment within 14 days of the invoice.
- 8.4** In case any provision hereunder shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision herein and this agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
- 8.5** No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The terms herein shall not be amended, varied or supplemented unless the parties so agree in writing.
- 8.6** This agreement shall be governed by and construed in accordance with the laws of Singapore. The Retailer shall pursuant to the Contracts (Rights of Third Parties) Act, have the right to enforce any Conditions of this agreement.
- 8.7** In the event of any dispute in connection with these Conditions, the parties shall attempt to amicably resolve the dispute or complaint, failing which they may refer the matter for mediation in the Singapore Mediation Centre. Notwithstanding the foregoing, the parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore in respect of any claims or dispute hereunder.
- 8.8** MCST (Landlord) reserves all rights to make amendments to the prevailing terms and conditions.
- 8.9** The Tenant shall be responsible for the maintenance of all installed electrical services within the premises.
- 8.10** All statutory maintenance and certification requirements must be compiled with and copies of all certificates must be lodged with the Landlord when they are issued.

### 9 Personal Data Protection

- 9.1** By submitting to the Retailer the personal/business particulars:

The Tenant (including the Tenant's employee, representative or authorised person (collectively "Representatives")) consent(s) to the collection, usage, disclosure, storage and processing of information about the Tenant and the Tenant's Representatives ("Data") including but not limited to the Tenant's Representatives name, title, address, identification number, telephone number, contact details and other personal details ("Personal Data").

- 9.2** The Retailer may, without prejudice to its rights at law, use the abovementioned Data including Personal Data for the purposes relating but not limited to (a) the Tenant's electricity business or related activities (b) processing of the Tenant's application or the entry or execution of the retail agreement between the Tenant and the Retailer or (c) to verify the details and/or information provided by the Tenant or the Tenant's Representatives in relation to the Tenant or the Representatives.

- 9.3** The Retailer may share, make available or transfer the Data including Personal Data, to third parties for the above purposes. Such third parties include but not limited to the Retailer's holding company, the Retailer's subsidiaries, agents and contractors.