

Standard Terms and Conditions for district cooling services

Before you continue, please review and accept the Billing Service Agreement.

Billing Service Agreement for Cooling in Accordance with **Executive Council Resolution 6 of 2021**, Regulating the Provision of District Cooling Services in Dubai.

TEMPEX FOR BILLING SERVICES PROVIDER CO. L.L.C S.O.C (Hereinafter the Billing Service Provider) and the Customer (defined below) having entered into this Billing Service Agreement for Cooling (BSA)

1. Definitions

1.1 "Billing Service" means billing for chilled water consumption and capacity; reading of Energy Meters; maintenance of Energy Meters; receipt and handling of payments for chilled water consumption; and customer service.

1.2 "Capacity Charges" means the annual charge in AED per refrigeration ton of Contracted Capacity which must be approved by the DSCE.

1.3 "Charges" means fees and charges levied by the Billing Service Provider as approved by the DSCE from time to time.

1.4 "Common Area" means the parts of the building designated for common use.

1.5 "Consumption" means the Ton Hours used to cool the Unit during a given period and used to calculate the total consumption Bill for the Unit.

1.6 "Consumption Charges" means the monthly charge to the Customer by Tempex for the Ton Hours used in the preceding month as measured by the Metering Equipment and calculated at the Consumption Charge Rate at the prevailing rate.

1.7 "Contracted Capacity" means the maximum air conditioning cooling capacity measured in Tons that the Building Owner has estimated as being the maximum capacity required to be made available.

1.8 "Customer" means the person owning and/or residing in the Unit and being the counterparty of the Billing Service Provider with regard to this agreement.

1.9 "District Cooling Services" means the supply of chilled water to the building, for the purpose of providing air conditioning and the provision of Customer service in accordance with the District Cooling Service Provider's published standards of service.

- 1.10 "District Cooling Service Provider" means the provider of District Cooling Services.
- 1.11 "TR" means ton of refrigeration, being the rate at which heat is removed, which is equivalent to 12,000 BTUs per hour.
- 1.12 "DSCE" means Dubai Supreme Council of Energy.
- 1.13 "Party" means the Customer or the Billing Service Provider as the case may be.
- 1.14 "RSB" means the Regulatory and Supervisory Bureau for the Electricity and Water Sector in Dubai.
- 1.15 "RD02" means the RSB Regulatory Document RD02: Handling Customers in arrears.
- 1.16 "RD05" means the RSB Regulatory Document RD05: Requirements for a Customer Service Charter.
- 1.17 "RD06" means the RSB Regulatory Document RD06: Metering, Billing and Charges, as amended from time to time and published on its website.
- 1.18 "Unit" means a defined part of the building, leased or owned by a Unit Owner and/or Unit Tenant, that is separately metered and billed in respect of District Cooling Services.
- 1.19 "Unit Owner" means the freeholder and/or leaseholder of the Unit.
- 1.20 "Unit Tenant" means tenant and /or occupant of the Unit.
- 1.21 "Ejari" means the tenancy contract register mandated by the Real Estate Regulatory Agency.
- 1.22 "Resolution" means the Executive Council Resolution 6 of 2021, Regulating the Provision of District Cooling Services in the Emirate of Dubai.
- 1.23 "VAT" is a consumption tax and will be charged at the prevailing rate on all goods and services in the UAE.

2. Terms and Conditions

2.1 Provision of Billing Service

Tempex for billing services provider CO. L.L.C S.O.C will have the responsibility limited to the provision of the Billing Service. In particular, the Billing Service Provider shall not be responsible for the physical delivery of District Cooling Services to the Unit.

2.2 Term

This agreement shall commence on the rental agreement start date (if a tenant), or in accordance with the Sale and Purchase Agreement (if an Owner) and shall continue until it

is either lawfully assigned by the Billing Service Provider in accordance with clause 13 hereof or the Customer's obligations are transferred in accordance with clause 7.

2.3 Charges

The Customer shall be liable to pay all Charges made in accordance with tariffs approved by DSCE. All bills issued in accordance with this agreement shall comply with the specifications set out in RD06. If the Customer fails to settle charges on time, the Billing Service Provider reserves the right to suspend services so long as he follows the procedure set out in RD02.

2.3.1 Security Deposit - Tempex will charge the Customer a one-time refundable charge as security deposit for the activation of each customer account.

2.3.2 Activation Fee - Tempex will charge the Customer a one-time non-refundable charge for the activation of each customer account.

2.3.3 Consumption Charge - Tempex will charge the Customer on a monthly basis, in arrears, at the prevailing rate, a Consumption Charge per Ton Hour of Consumption based on actual use of DCS in the building.

2.3.4 Billing Services Fee – Tempex will charge the Customer on monthly basis, a service charge inclusive of meter reading, billing and collection, account management and maintenance services.

2.3.5 VAT – Tempex will charge a consumption tax and will be charged at the prevailing rate on all goods and services in the UAE.

2.4 Payment

2.4.1 Customer agrees to pay all charges within the period specified on the invoice at Tempex's Rates and Charges prevailing at the time.

2.4.2 The Owner shall be accountable for all Charges when the Unit is not let. The Owner shall remain accountable unless there is a valid rental contract registered with Ejari, making the tenant accountable for such charges.

2.4.3 If a Unit is sold without Tempex being requested to issue a non-objection certificate prior to the sale of the Unit, the Unit Owner will remain responsible for all charges up until the date a new Unit Owner registers with Tempex and signs a new Agreement. Tempex will not sign a new Agreement with a new Unit Owner until all outstanding charges are settled.

2.4.4 Failure by a Customer to settle an Invoice within fourteen (14) days after the Invoice Due Date shall give Tempex the right to suspend the supply of DCS, subject strictly to the reminder and notification procedures set out in RSB RD02. Suspension of DCS will then only be lifted by Tempex following cleared payment by the Customer of outstanding invoices

and any reasonable accruing financial costs. Tempex at its sole discretion, may charge a re-connection fee, current at the time, for the resumption of DCS.

2.4.5 Customer understands and agrees that a security deposit may be required in an amount to be determined by Tempex. When an account is closed, the deposit will be applied to any outstanding balance on the final bill. If there is a credit balance on the final invoice for the supply of DCS, cash transfer to the bank account will be issued to the Customer after 5 working days from the date the Customer has completely settled the final invoice.

2.5 Transfer of Agreement

If the Unit is sold by the Owner or vacated by the current Customer without the Billing Service Provider being requested to issue a final bill prior to such event, the Customer shall remain responsible for all Charges up until the date the agreement is transferred to a new Customer. On the expiry of a tenancy agreement, the Customer's obligations under this agreement shall automatically be transferred to the Owner. It shall be the duty of the Billing Service Provider to ensure bills are directed accordingly.

2.6 Limitation of Liability

The liability of the Billing Service Provider, or any agent working on his behalf, to the Customer for any loss relating to or arising out of any act or omission in his performance under this agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the Customer by the Billing Service Provider for the service(s) or function(s) not performed or improperly performed.

2.7 Language of Agreement

This agreement and all related correspondence and documents exchanged by the Billing Service Provider and the Customer, shall be constructed and interpreted in accordance with the English language. Any disagreement concerning the Arabic text shall be resolved by reference to the English text.

2.8 Governing Law

This agreement shall be governed by and construed in accordance with the laws and regulations in force from time to time in the Emirate of Dubai, United Arab Emirates.

2.9 Modification of Agreement

This agreement may only be supplemented, modified, or amended by mutual agreement of the Parties in writing if such modifications are compliant with relevant legislation in force at the time, including regulations in force pursuant to the Resolution.

2.10 Assignment

The Billing Service Provider shall have the right to assign this agreement to any other permitted third party without the consent of or prior notification to the Customer. However, the assignee is required to notify the Customer that such assignment has taken place prior to issuing bills. The Customer shall not be entitled to assign this agreement or any part thereof without the prior written consent of the Billing Service Provider.

2.11 Dispute Resolution

The Billing Service Provider shall promptly resolve any dispute or controversy arising out of this agreement through its complaint handling processes (including the timelines set out therein). Those processes must have been developed in accordance with RD05, approved by the RSB, published on the Billing Service Provider's website, and made available to Customers.

2.12 Termination

This agreement shall be terminated when both Parties agree to such termination, or when the building is no longer furnished with District Cooling Services.

2.13 Agreement

This is an acknowledgement and undertaking from the Customer that, for the duration of the Term and subject to paragraph of the minimum terms:

2.13.1 The Licensed DC Supplier shall be the exclusive supplier of Licensed DC Services to the Customer's Building and/or to the Customer's Unit to which Licensed DC Services are delivered.

2.13.2 The Licensed DC Services provided to the Customer shall be used by the Customer exclusively to cool the Customer's Building and/or the Customer's Unit to which Licensed DC Services are delivered.

2.13.3 Unless agreed by the License DC Supplier, the Customer shall not:

2.13.3.1 Procure any Licensed DC Services for the Building or the Unit from sources other than the Licensed DC Supplier; and

2.13.3.2 Share or sell to another Customer or transmit off Building or the Unit any Chilled Water purchased from the Licensed DC Supplier.