

ACCEPTANCE FORM FOR ELECTRICITY SUPPLY



Reg No: 200004985K

Company Name: _____

Company Registration No:
(where applicable) _____

MSSL Acct No:
(where applicable) _____

Company Address:
(Consumer's Premises) _____

Contact Numbers: _____ (O) _____ (FAX) _____ (HP)

Email Address: _____

Mailing Address: _____

Charges: POWERPAK FLAT 36

Energy Charges:

Duration	Time	Period	Rates	Meter Reading
Tier 01	00:00:00-24:00:00	DAILY	18.30000 cents/kWh	Loss Adjusted

Table 1

The Consumer will pay for the Supply at the applicable rate (to 5 decimal places) as set out in Table 1 for each Loss Adjusted kilowatt-hour ("kWh") supplied.

The Charges are inclusive of Uniform Singapore Energy Price, Monthly Energy Uplift Charge, Hourly Energy Uplift Charge, Allocated Regulation Price, PSO Administrative Charge, EMC Administrative Charge, and existing Market Support Services Licensee and Transmission Charges. Vesting credit/debit will be absorbed by Tuas Power Supply Pte Ltd. The Market Development and Systems Charge of \$0.002/kWh will be borne by the Consumer. The Charges will be invoiced based on the Consumer's metered consumption with the application of the Transmission Loss Factor.

The PowerPak package shall remain fixed throughout the entire contract duration, subject to changes in prevailing GST rates. Other Charges are subject to revision under Condition 1.2.

The Consumer shall pay the following fees relating to meter provision and reading services charged by third parties (if applicable) :- (a) Automated Metering Infrastructure or AMI charges (b) telephone activation charge (c) telephone transfer charge (d) telephone subscription GSM/fixed line charge (e) telephone line repair charge (f) manual meter reading charge; and (g) any other related charges.

Consumer with Intermittent Generation Source ("IGS")

In the event that Consumer fails to inform the Retailer that Consumer is a Consumer with IGS or if the Consumer has installed an IGS any time after the execution of the electricity retail agreement with the Retailer, the Retailer reserves the rights to pass through all the additional charges arising from the installation of IGS to the Consumer.

Termination Notice

Please refer to TUAS POWER SUPPLY'S STANDARD TERMS AND CONDITIONS OF ELECTRICITY SUPPLY for PowerPak Product Package. The Retailer shall have the right to recover any rebate(s) that was extended to the Consumer in full should this Electricity Supply Agreement be terminated prematurely for whatsoever reason.

Company Stamp : _____
(If applicable)

Signature : _____

Commencement Date : or date as determined by Retailer.
(Condition 4) Note: If the transfer is successful, the Retailer shall inform the Consumer of the Commencement Date within 2 business days from the Commencement Date. If the transfer is unsuccessful, the Retailer shall notify the Consumer in writing within 2 business days which shall include the indication of the next possible Commencement Date or action required by the consumers for the transfer to be successful.

Expiry Date : (where applicable)
(Condition 4)

Payment Period : Within 10 days Due net
(Condition 1)

Billing Period : One month as per MSSL Billing Cycle
(Condition 1) *(as the case may be)*

Security Deposit : SGD
(Condition 2)

Declared Monthly Consumption : kWh/month

(based on the average electricity consumption for the Consumer's Premises, over the three months preceding the date of the signing of this Agreement. The Declared Monthly Consumption may be revised with the prior written agreement of the Retailer.)

Quote Validity Period*

Valid To: 17-01-2021

Fuel Qualifier: US\$321.69

[This offer will be valid so long as Singapore Cargo Price for HSFO quoted by Platts does not exceed US\$321.69/MT on the date of acceptance confirmation by Tuas Power Supply Pte Ltd]

* The above charges are subject to change/withdrawal without notice.

I / We, the Consumer hereby agree that Tuas Power Supply Pte Ltd ("**Retailer**") shall supply electricity to me / us on the terms set out in this form and on the Standard Terms and Conditions of Electricity Supply (as may be amended or supplemented from time to time), a current copy of which is printed overleaf. My / Our acceptance herein will result in a binding contract between me / us and the Retailer. In the event of any breach of this contract by me / us (including any termination of this contract before the commencement of the Supply) then unless otherwise expressly agreed by the Retailer, I / we agree to indemnify the Retailer in accordance with Condition 4.8, 4.9 or 4.10; where applicable. I / We agree that any Acceptance signed and executed by me / us and transmitted by facsimile or electronic transmission shall be as valid and effective as if executed as an original.

Where applicable, in the event that I / we fail to submit the duly completed Application Form for Contestability Status – Normal/Sub Metering Scheme or Master Metering Scheme within 7-days from the date of acceptance confirmation by the Retailer, I/we shall, unless otherwise agreed by the Retailer, indemnify the Retailer based on the following calculation: Overdue Period x Daily Average Contract Value where "Overdue Period" means the number of days between the stipulated deadline and the date of receipt of the duly completed Application Form for Contestability Status; acknowledged by the Retailer; "Daily Average Contract Value" means the average daily consumption of preceding three (3) months x agreed rate set out in Table 1 per kWh; inclusive of goods and services tax.

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(If applicable)

Signature : _____

Where applicable, in the event that I/we are not granted contestability by SP Services Limited within 3 months from the date of acceptance confirmation by the Retailer, the Retailer reserves the right to terminate and void the contract as it deems fit. I/we acknowledge that the Retailer is not liable to me/us in any way.

Name* : _____
(Dr / Mr / Mrs / Mdm / Ms)

Signature : _____

Designation : _____

Company Stamp
(if applicable) : _____

Date : _____

For Sole Proprietors or Partners of Business Only:

NRIC No : _____

(Please tick box):-

I hereby consent to the collection, use and disclosure by Retailer of my personal data including my identification number for the purpose of the provision of electricity and other related services by Retailer.

Date : _____

** The Signatory hereby represents that he is duly authorised to sign on behalf of the abovenamed Company and undertakes to be liable for any breach of this representation or of this Electricity Supply Agreement arising therefrom.*

TUAS POWER SUPPLY'S 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 the Acceptance Form for Electricity Supply ("Acceptance Form").

1. Charges, Billing and Payment

- 1.1** The Consumer agrees and undertakes to accept the supply of electricity from the Retailer upon the terms set out in the Acceptance Form to pay the Retailer with effect from the Commencement Date the following charges relating to such supply of electricity ("Supply") to the Consumer's Premises:
- 1.1.1** all the charges stated in the Acceptance Form with respect to all electricity Supplied to the Consumer's Premises in each Billing Period during the Supply Duration (being the period from the Commencement Date to the Expiry Date) based on such loss or other appropriate adjustment by the market support services licensee ("MSSL"), transmission licensee ("TL"), or any third party approved by the Energy Market Authority ("EMA") as the case may be; and
- 1.1.2** goods and services tax ("GST") at the prevailing rate.
- 1.1.3** The amount of electricity supplied over any period shall be as determined by the MSP or other person as agreed by the parties. Notwithstanding anything contained herein, in the event that the Consumer's electricity consumption for the month exceeds 105% or is less than 95%, of the Declared Monthly Consumption, then unless the Retailer otherwise agrees in writing, the Retailer shall have the right to revise the energy charges set out in the Acceptance Form in respect of the additional Supply above 105% of the Declared Monthly Consumption or the shortfall below 95% of the Declared Monthly Consumption provided that 10 business days' written notice shall be given to the Consumer. Should the Consumer upgrade any of its electrical installations so as to be able to increase its electricity consumption, the Retailer reserves the right to revise the energy charges set out in the Acceptance Form upon 10 business days' written notice to the Consumer.
- 1.2** Unless otherwise set out in the quote referred to under the "Charges" section of the Acceptance Form, the Consumer shall bear and pay all charges: -
- (i) Imposed by the TL, MSSL, metering service provider ("MSP") or the Energy Market Company Pte. Ltd. ("EMC"); (ii) Approved by EMA;
- (iii) Arising from (a) any change in law (whether or not relating to the supply, retail and/or generation of electricity in Singapore); or (b) the supply or operation of Regasified Liquefied Natural Gas ("LNG") in Singapore;
- (iv) Market Development and Systems Charge; and
- as such charges may from time to time be introduced or revised.
- All taxes, duties and levies howsoever imposed on the Supply as well as all carbon taxes (that is imposed on electricity generators or otherwise) as determined by the Retailer, shall be borne by the Consumer.
- 1.3** The amount stated as due to the Retailer in any statement or invoice rendered by the Retailer shall be paid by the Consumer to the Retailer within the Payment Period without any set-off, deduction or withholding. Unless otherwise stated in the Acceptance Form for Electricity Supply all payments shall be made in S\$ via GIRO to the bank account designated by the Retailer from time to time. An administrative charge of S\$25.00 shall be imposed in the event that payment by GIRO or otherwise fails to be effected for any reason including insufficiency of funds in the Consumer's bank account.
- 1.4** The Consumer shall pay the Retailer the amount stated as due to the Retailer in any statement or invoice rendered by the Retailer within the Payment Period. Unless otherwise approved by the Retailer, all payments shall be made in S\$ via cheque or GIRO to the bank account designated by the Retailer.
- 1.5** If the Consumer fails to pay the Retailer any sum when due, the Retailer may at its sole discretion exercise its rights under Conditions 4.5 and/or 4.6. In addition, the Consumer shall pay the Retailer late payment interest on the amount outstanding at the rate of 1% per month 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 judgment).
- 1.6** Where payment by the Consumer is to be made via Corporate Credit Card, as approved by the Retailer, the Retailer reserves the right to suspend this mode of payment in the event that the Consumer's Card limit has been reached or the Corporate Credit Card issuer does not approve the Corporate Credit Card transaction for whatever reasons. In such event and upon notification by the Retailer, the Consumer shall directly make payment via cash or cheque within 10 days of the date of notification.
- 1.7** Upon expiry or termination of this Agreement, the Retailer shall (except where the Retailer has engaged SP Services Limited to invoice the Consumer on the Retailer's behalf) issue to the Consumer the final invoice within 12 business days from the date the Retailer receives the relevant invoice from MSSL.
- 2. Security**
- 2.1** The Retailer may at any time by prior 10 business days' written notice require the Consumer to furnish or increase the Security Deposit (SD) equivalent to a minimum of \$100.00 or 2-months' bill amount (inclusive of GST) whichever is higher; which monthly bill amount shall be determined as follows:
- For existing customers
Average electricity consumption of immediate preceding three (3) months x agreed rate per kWh.
- For prospective customers
Available consumption data x agreed rate per kWh
- (i) If consumption data for entire month can be determined:
SD amount = consumption data (actual) x agreed rate per kWh
- (ii) If consumption data for entire month cannot be determined, the actual usage will be pro-rated to 31 days and shall be taken as the consumption data (deemed consumption data) for the purpose of calculating the SD amount.
SD amount = deemed consumption data x agreed rate per kWh.
- 2.2** The SD can be provided in cash or by way of a banker's guarantee in a form and from a guarantor approved by the Retailer.
- 2.3** The Retailer reserves the right to revise the Security Deposit amount in the event that the Consumer fails to make any payment when due or the average monthly consumption increases or when the monthly bill amount increases.
- 2.4** The Consumer shall furnish the Retailer with the Security Deposit before the Commencement of Supply or within 7 days of the date of the notification in respect of the increase in the Security Deposit.
- 2.5** The Retailer shall be entitled to retain the amount of the Security Deposit no later than 1 month from the settlement of the Consumer's final invoice. Any banker's guarantee provided by the Consumer as Security Deposit must have a claim period of 60 after the Expiry Date. The Retailer may utilise at any time the whole or any part of such Security Deposit in payment of any sum due to the Retailer from the Consumer.

Company Stamp : _____
(If applicable)

Signature : _____

- 2.6 The Retailer 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 Consumer acknowledges that the Retailer has no control over the generation, transmission or distribution of electricity. Accordingly, no representation, warranty or obligation is made, given or assumed by the Retailer (whether under these Conditions, implied by law or otherwise) with respect to the Supply or transmission of electricity or to the Consumer's Premises and or any matter relating thereto, including the quantity, quality, stability, reliability or voltage of any Supply.
- 3.2 In addition, the Retailer shall not be liable to the Consumer for any and all losses, damages and or liability suffered or incurred by the Consumer 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 or loss of revenue and or profits and or business or custom, howsoever and whenever caused or occurring including but not limited to or any damage, loss, injury or liability incurred or sustained by the Consumer as a consequence of any act, default or neglect of any electrical worker elected and appointed by the Retailer to take charge of or operate any electrical installation; or any error or omission in reading or recording any reading of any meter by the Retailer's servants or agents or any error or omission in any statement prepared and or sent to the Consumer or otherwise or any act default or neglect of any of the Retailer's personnel during the Supply Duration. All warranties, representations or other undertakings implied at law, by custom or otherwise, are hereby excluded. Without prejudice to the generality of the foregoing, the total liability of the Retailer for any claims or losses howsoever arising hereunder shall not exceed the total fees actually received by the Retailer for any services other than the Supply of electricity (if applicable) or S\$50,000, whichever is lower.
4. **Supply Duration and Termination**
- 4.1 Applicable for Consumers on PowerPak, PowerLite or PowerFlex Product Packages:
- 4.1.1 In the event that the Consumer is on PowerPak, PowerLite or PowerFlex Product Packages only, then subject to the provisions of this Condition 4, the Supply Duration will commence on the Commencement Date and end on the Expiry Date.
- 4.1.1.1 In the event that the Consumer is on PowerLite Product Package only, the percentage discount off the prevailing regulated tariff for non-domestic premises shall remain fixed throughout the entire Supply Duration from the Commencement Date.
- 4.1.2 The Supply Duration will be automatically renewed on the Expiry Date for successive periods same as the initial term of the Supply Duration and on such renewal, the "Expiry Date" shall be extended to the last day of the renewed period Provided That the Charges for the renewed period shall be revised to the prevailing rate offered by the Retailer for its PowerFlex Product Packages, which will be better than the prevailing regulated tariff at the point of contract renewal. Upon renewal of the Supply Duration, the Consumer may terminate the Agreement at any time by giving 30 days' prior written notice to the Retailer or The Consumer shall be entitled to switch to any products as mutually agreed between the Retailer and the Consumer at any time by giving 30 days' prior written notice to the Retailer. Thereafter, the Consumer shall not be entitled to switch to any other Product Packages.
- 4.1.3 Upon expiry of the initial Supply Duration, this Agreement shall be terminated provided that a written notice of not less than 18 business days has been provided by the Retailer to the Consumer of the expiry of the term and the Consumer has informed the Retailer in writing no later than 8 business days prior to the expiry date of its intention not to extend this Agreement.
- 4.1.4 In the event that the Consumer is on PowerFlex Product Package, the Consumer is entitled to terminate the Agreement at any time during the initial Supply Duration by giving 60 days' prior written notice to the Retailer.
- 4.2 Applicable for Consumers on PowerMax Product Package:
- 4.2.1 In the event the Consumer is on PowerMax Product Package only, then subject to the provisions of this Condition 4, the Supply Duration will commence on the Commencement Date. The Retailer reserves the right to revise the discount by giving 30 days' prior written notice to the Consumer.
- 4.2.2 In the event that SP Services Limited does not publish the applicable tariff during the Supply Duration:-
(i) The Energy Charges for the remaining Supply Duration shall be based on the prevailing energy charges offered by the Retailer for its PowerFlex Product Packages (which will be better than the prevailing regulated tariff at the point of contract renewal).
- 4.2.3 Either party shall be entitled to terminate the Supply Duration any time by giving at least 30 days' prior written notice to the other party.
- 4.2.4 The Consumer shall be entitled to switch to any products as mutually agreed between the Retailer and the Consumer at any time by giving 30 days' prior written notice to the Retailer. Thereafter, the Consumer shall not be entitled to switch to any other Product Packages.
- 4.3 Applicable for Consumers on PowerChoice Product Package:
- 4.3.1 In the event that the Consumer is on PowerChoice Product Package only, then subject to the provisions of this Condition 4, the Supply Duration will commence on the Commencement Date and end on the Expiry Date.
- 4.3.2 The Supply Duration will be automatically renewed on the Expiry Date for successive periods same as the initial term of the Supply Duration and on such renewal, the "Expiry Date" shall be extended to the last day of the renewed period Provided That the Charges for the renewed period shall be revised to the prevailing rate offered by the Retailer for its PowerFlex Product Packages (which will be better than the prevailing regulated tariff at the point of contract renewal). Upon renewal of the Supply Duration, the Consumer may terminate the Agreement at any time by giving 30 days' prior written notice to the Retailer.
- 4.3.3 The Consumer shall be entitled to switch to any products as mutually agreed between the Retailer and the Consumer at any time by giving 30 days' prior written notice to the Retailer. Thereafter, the Consumer shall not be entitled to switch to any other Product Packages.
- 4.3.4 Upon expiry of the initial Supply Duration, this Agreement shall be terminated provided that a written notice of not less than 18 business days has been provided by the Retailer to the Consumer of the expiry of the term and the Consumer has informed the Retailer in writing no later than 8 business days prior to the expiry date of its intention not to extend this Agreement.
- 4.4 Applicable for Consumers on PowerSmart Product Package:
- 4.4.1 In the event that the Consumer is on PowerSmart Product Package only, then subject to the provisions of this Condition 4, the Supply Duration will commence on the Commencement Date and end on the Expiry Date.
- 4.4.2 The percentage discount off the prevailing regulated tariff for non-domestic premises shall remain fixed for the initial Supply Duration from the Commencement Date.
- 4.4.3 The Supply Duration will be automatically renewed on the Expiry Date based on the same PowerSmart Product Package. The applicable rates shall be as notified by the Retailer in its written notification as set out in Condition 4.4.6 and such rates shall be better than the prevailing regulated tariff at the point of contract renewal, or in the absence of such notification relating to revised rates, the applicable 10% off prevailing regulated tariff.
- 4.4.4 Upon auto-renewal of the initial Supply Duration, either party may terminate the Agreement at any time by giving 30 days' prior written notice to the other party, or the Consumer shall be entitled to switch to any products as mutually agreed between the Retailer and the Consumer at any time by giving 30 days' prior written notice to the Retailer, Thereafter, the Consumer shall not be entitled to switch to any other Product Packages.
- 4.4.5 In the event that SP Services Limited does not publish the applicable tariff during the Supply Duration:-
(i) The Energy Charges for the Supply Duration shall be based on the prevailing energy charges offered by the Retailer for its PowerFlex Product Packages (which will be better than the prevailing regulated tariff at the point of contract renewal) for

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(If applicable)

Signature : _____

remaining periods of the initial term of the Supply Duration, and

(ii) The Consumer may terminate the Agreement at any time by giving 30 days' prior written notice to the Retailer or the Consumer shall be entitled to switch to any products as mutually agreed between the Retailer and the Consumer at any time by giving 30 days' prior written notice to the Retailer. Thereafter, the Consumer shall not be entitled to switch to any other Product Packages.

4.4.5.1 In the event that SP Services Limited does not publish the applicable tariff upon auto-renewal of the initial Supply Duration:- (i)

The Energy Charges for the Supply Duration shall be based on the prevailing energy charges offered by the Retailer for its PowerFlex Product Packages (which will be better than the prevailing regulated tariff at the point of contract renewal) for remaining periods of the initial term of the Supply Duration, and

(ii) The Consumer may terminate the Agreement at any time by giving 30 days' prior written notice to the Retailer or the Consumer shall be entitled to switch to any products as mutually agreed between the Retailer and the Consumer at any time by giving 30 days' prior written notice to the Retailer. Thereafter, the Consumer shall not be entitled to switch to any other Product Packages.

4.4.6 Upon expiry of the initial Supply Duration, this Agreement shall be terminated provided that a written notice of not less than 18 business days has been provided by the Retailer to the Consumer of the expiry of the term and the Consumer has informed the Retailer in writing no later than 8 business days prior to the expiry date of its intention not to extend this Agreement.

4.5 The Retailer shall be entitled to terminate the Supply Duration immediately at any time by providing at least 10 business days' written notice to the Consumer if;

4.5.1 the Consumer fails or neglects to furnish the Security Deposit or revised Security Deposit or pay any sum which has become due or payable to the Retailer;

4.5.2 the Consumer 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 Consumer;

4.5.3 a receiver or manager is appointed over any of the assets or property of the Consumer; or

4.5.4 the Consumer offers or submits a proposal to its creditors or any group of its creditors relating to the payment of its debts.

4.6 The Retailer may if the Supply Duration is terminated, or in lieu of terminating the Supply Duration, pursuant to Condition 4.5, transfer to (i) SP Services Ltd in the case where the Consumer is eligible to apply to cease its classification as a contestable consumer at such regulated tariff as may be set from time to time or (ii) in the case where Consumer does not fall within 4.6 (i), at the prevailing market price for the purchase of electricity from any wholesale electricity market through the MSSSL (as the case may be) the responsibility for the Supply to the Consumer's Premises in which case:

4.6.1 the Retailer will give to the Consumer written notice of such transfer;

4.6.2 the Retailer shall be released and discharged from all obligations and liabilities hereunder with effect from the date stated in the Retailer's notice as the date on which such transfer occurs; and

4.6.3 the terms and conditions governing the Supply with effect from the date on which such transfer occurs shall be determined by the MSSSL.

4.7 The Retailer is not obliged to arrange for any Supply to the Consumer's Premises after the Supply Duration is terminated.

4.8 Applicable for Consumers on PowerPak, PowerLite, or PowerChoice Product Packages:

4.8.1 If the Consumer terminates this Agreement otherwise than in accordance with Condition 4.1 or 4.3, or if the Retailer terminates this Agreement pursuant to Condition 4.5 or 4.6, the Consumer shall, unless otherwise agreed by the Retailer, pay the Retailer early termination charges calculated as follows: -

Early Termination Charges = 50% x Unexpired Term x Average Contract Value.

Where "**Unexpired Term**" means the number of months including part thereof (calculated to the next higher whole number) between the date of termination and the date the Supply Duration would otherwise have expired;

"**Average Contract Value**" means the higher of (inclusive of carbon tax but exclusive of goods and services tax) the (i) average of the total amount payable by the Consumer to the Retailer based on the average electricity consumption of three (3) months (before the date of termination) or (ii) the total amount payable by the Consumer to the Retailer based on the Declared Monthly Consumption.

"**Declared Monthly Consumption**" means the Declared Monthly Consumption set out in the Acceptance Form for Electricity Supply.

4.9 Applicable for Consumers on PowerMax or PowerFlex Product Package:

4.9.1 If the Consumer terminates this Agreement otherwise than in accordance with Condition 4.1 or 4.2, or if the Retailer terminates this Agreement pursuant to Condition 4.5 or 4.6, the Consumer shall, unless otherwise agreed by the Retailer, pay the Retailer early termination charges calculated as follows: -

(A) If the Consumer fails to comply with Condition 4.1.2 or the Retailer terminates this Agreement pursuant to Condition 4.5 or 4.6 after the initial Supply Duration

Early Termination Charges = 1 x Average Contract Value

OR

(B) If the Consumer fails to comply with Condition 4.1.4 or the Retailer terminates this Agreement pursuant to Condition 4.5 or 4.6 during the initial Supply Duration

Early Termination Charges = 2 x Average Contract Value

"**Average Contract Value**" means the higher of (inclusive of carbon tax but exclusive of goods and services tax) the (i) average of the total amount payable by the Consumer to the Retailer based on the average electricity consumption of three (3) months (before the date of termination) or (ii) the total amount payable by the Consumer to the Retailer based on the Declared Monthly Consumption.

"**Declared Monthly Consumption**" means the Declared Monthly Consumption set out in the Acceptance Form for Electricity Supply.

4.10 Applicable for Consumers on PowerSmart Product Package:

4.10.1 If the Consumer terminates this Agreement otherwise than in accordance with Condition 4.4, or at any time within the initial Supply Duration, or if the Retailer terminates this Agreement pursuant to Condition 4.5 or 4.6, the Consumer shall, unless otherwise agreed by the Retailer, pay the Retailer early termination charges calculated as follows: -

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(If applicable)

Signature : _____

Early Termination Charges = 50% x Unexpired Term x Average Contract Value.

Where “**Unexpired Term**” means the number of months including part thereof (calculated to the next higher whole number) between the date of termination and the date the Supply Duration would otherwise have expired;

“**Average Contract Value**” means the higher of (inclusive of carbon tax but exclusive of goods and services tax) the (i) average of the total amount payable by the Consumer to the Retailer based on the average electricity consumption of three (3) months (before the date of termination) or (ii) the total amount payable by the Consumer to the Retailer based on the Declared Monthly Consumption.

“**Declared Monthly Consumption**” means the Declared Monthly Consumption set out in the Acceptance Form for Electricity Supply.

4.10.2 If the Consumer terminates this Agreement after the Supply Duration is automatically renewed otherwise than in accordance with Condition 4.4.4, the Consumer shall, unless otherwise agreed by the Retailer, pay the Retailer early termination charges calculated as follows: -

Early Termination Charges = 1 x Average Contract Value.

“**Average Contract Value**” means the higher of (inclusive of carbon tax but exclusive of goods and services tax) the (i) average of the total amount payable by the Consumer to the Retailer based on the average electricity consumption of three (3) months (before the date of termination) or (ii) the total amount payable by the Consumer to the Retailer based on the Declared Monthly Consumption.

“**Declared Monthly Consumption**” means the Declared Monthly Consumption set out in the Acceptance Form for Electricity Supply.

4.11 For the avoidance of doubt, the Retailer shall not impose any early termination charges on the Consumer where this Agreement is terminated due to the occurrence of a Retailer RoLR or the Agreement is terminated by the Consumer due to a breach of this Agreement by the Retailer.

5. General

5.1 The installation, use and maintenance of the electricity meter at the Consumer’s Premises shall be governed by the Metering Code issued or published by the EMA from time to time. The Consumer shall render such assistance as the MSP or the Retailer may request and shall not prevent the MSP or the Retailer from carrying out its functions. The Consumer shall allow and provide all access, assistance and cooperation to the Retailer or the MSP in connection with any installation, inspection, reading, servicing or replacement of any meter. Notwithstanding anything contained herein, the Retailer may read the Consumer’s meters on such regular basis as it determines. Nothing herein shall prevent the Retailer from removing any meter from the Consumer’s Premises upon the disconnection or termination of the Supply to any part of the Consumer’s Premises. Neither the Retailer nor MSP shall be liable for wrongful billing of any consumption data or any damage to the Consumer’s Premises or any other loss or damage howsoever suffered by the Consumer. The Consumer shall be responsible for maintaining the meter board and any associated wirings connected to and from the meter. The Consumer shall not remove or relocate the meters without the Retailer’s prior written consent. The Consumer shall indemnify the Retailer against all cost, loss and expense howsoever incurred by the Retailer in respect of any lost, stolen, relocated, damaged or tampered meter. Unless otherwise expressly agreed by the Retailer, upon termination or expiry of this Agreement, the Retailer shall have the right to disconnect and remove any meter leased by the Consumer from the Retailer. All other terms and conditions of the meter leasing agreement between the Retailer and the MSP or other third party shall, the relevant changes being made, be deemed incorporated herein, and references to the Retailer in the metering agreement shall refer to the Consumer, and references to the MSP or meter lessor shall refer to the Retailer.

5.2 The Consumer or the tenants shall, at its or their own costs, procure that its or their licensed electrical worker undertakes the turn-on or turn-off of the Supply of electricity for the tenants at the Consumer’s Premises, irrespective of the voltage level.

5.3 The Consumer shall enter into and maintain in force an agreement with the TL for the connection of the Consumer’s Premises to the TLs electricity transmission and distribution network. The Consumer shall also obtain and maintain all approvals and permits required for the use and operation of any electrical installations and supply installations at the Consumer’s Premises.

5.4 Both parties shall be bound to observe and comply with all applicable laws, codes and customs prevailing in Singapore pertaining to the Supply of electricity by the Retailer to the Consumer and shall not in consequence be regarded to be in breach of any obligation (whether under the Agreement or otherwise). The Retailer may by written notice to the Consumer revise any term of the Agreement so as to conform to or comply with any direction or request by the EMA. In particular, the Code of Conduct for Retail Electricity Licensees, as may be modified by the EMA from time to time, shall apply to the retail of the Supply under the Agreement. The Retailer will notify the Consumer of any such modifications and such modifications shall be binding on the parties.

5.5 Neither the TL, MSSSL, MSP or EMC is or shall be considered as an agent or contractor of the Retailer. The Retailer shall be entitled to disclose any information concerning the Consumer to the TL, MSSSL, MSP, EMC and any other persons as may be required or permitted by law, or where the Retailer considers that such disclosure is desirable for the purposes of the matters contemplated by the Agreement.

5.6 The Retailer shall be entitled to assign and transfer all its rights, benefits and obligations under these Conditions to such person as the Retailer may specify in writing to the Consumer and the Retailer shall thereafter be released and discharged from all obligations and liabilities to the Consumer in respect of the Supply.

5.7 No failure on the part of either 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.

5.8 The Consumer has independently assessed the merits of and understands and accepts, the terms, conditions, volatility of energy market and risks associated with this Agreement.

5.9 In the event the metering consumption for the Consumer’s Premises is revised, then, notwithstanding any termination or expiry of the Agreement, the Retailer shall be entitled to make the necessary adjustments to its bills and render an invoice reflecting the adjusted consumption to the Consumer based on the consumption data provided by MSSSL, who shall promptly make payment within 14 days of the invoice. In the event that the revised consumption resulted in any overpayment by the Consumer, the sum(s) overpaid by the Consumer shall be credited under the subsequent invoice by making the necessary adjustments, upon confirmation by the MSSSL. If there is an overpayment made by the Consumer, the Retailer shall credit the amount overpaid under the subsequent invoice. If there is an undercharge made by the Retailer, the Retailer will debit such amount in the subsequent invoice. In the event that after full settlement of the final invoice has been made by the Consumer and there is an overpayment made by the Consumer, the Retailer shall refund the amount overpaid by the Consumer within 30 days from the date of discovery.

5.10 No person other than the Retailer and the Consumer shall have any right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any provision of these Conditions.

Company Stamp : _____
(If applicable)

Signature : _____

- 5.11** These Conditions shall be governed by, and construed in accordance with, the laws of Singapore. In the event of any dispute in connection with these Conditions or any complaint relating to the Supply, the Consumer shall refer the matter to the Retailer's Client Relations Department and the Retailer shall attempt to amicably resolve the dispute or complaint within 30 days. In addition, the parties submit to the non-exclusive jurisdiction of the courts of Singapore in respect of any claims or dispute arising from these Conditions and or the Supply.
- 5.12** (a) In the event that the Retailer becomes unable or loses the right to retail electricity to its consumers (hereinafter referred to as "Retailer of Last Resort Event" or "RoLR Event"), the Retailer is required by EMA to transfer the Consumer's contact information (including but not limited to mailing address, electronic mailing address, and telephone number) to MSSL.
 (b) The Consumer shall be deemed to have agreed to purchase electricity from the applicable MSSL with effect on and from the date which MSSL successfully transfers the Consumer to a default supply arrangement ("Default Supply Effective Date") unless the Consumer contracts with and is successfully transferred to another retailer or MSSL prior to the Default Supply Effective Date:-
 (i) in the case of a consumer who is eligible to apply to cease its classification as a contestable consumer under the Electricity (Contestable Consumers Regulations), at such tariff as may be set from time to time by the applicable MSSL for non-contestable consumers;
 (ii) in the case of a consumer who does not fall within clause 5.12(b)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL.
 In respect of clause 5.12(b)(i) above, the Consumer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.
- 5.13** In the event of RoLR event, Security Deposit or credit balance (after deductions or adjustments arising from any unpaid amount by the Consumer) shall be refunded within 1 month from the settlement of the Consumer's last invoice.
- 5.14** In the event that there is any metering dispute between the Consumer and MSSL or Singapore Power Group, the Retailer shall use its reasonable endeavours to facilitate resolution between the Consumer and MSSL or Singapore Power Group.
- 5.15** If the Retailer is affected by a force majeure event beyond its reasonable control it shall be released from its obligations hereunder existence of such event.
- 5.16** By submitting to the Retailer the personal/business particulars:
 The Consumer (including the Consumer's employee, representative or authorised person (collectively "Representatives")) consent(s) to the collection, usage, disclosure, storage and processing of information about the Consumer and the Consumer's Representatives ("Data") including but not limited to the Consumer's Representatives' name, title, address, identification number, telephone number, contact details and other personal details ("Personal Data").
- 5.17** 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 Retailer's electricity business or related activities (b) processing of the Consumer's application or the entry or execution of the retail agreement between the Consumer and the Retailer or (c) to verify the details and/or information provided by the Consumer or the Consumer's Representatives in relation to the Consumer or the Representatives.
- 5.18** 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.

Company Stamp : _____
 (If applicable)

Signature : _____