

Standard Terms and Conditions for Supply of District Cooling Services for an Individual & Corporate Unit Owner/Tenant

In consideration of District Cooling Services (DCS) provided by Alpha Utility Services L.L.C. at the address indicated herein, the Unit Owner/Tenant specifically agrees to the following Terms and Conditions:

1.0 Definitions

1.1 "Unit Demand Load" 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 by Alpha Utilities L.L.C. to be supplied to cool the Building Unit.

1.2 "Consumption" means the amount of chilled waters used to cool the Unit during a given period as measured by the Metering Equipment and calculated at the Consumption Charge Rate at the prevailing rate.

1.3 "Unit Owner/Tenant" is a Unit Owner (whether as a freeholder or a leaseholder), Unit tenant or other Unit occupier in the Building, including the Building Owner in such capacity, to whom DCS is supplied by Alpha Utilities (hereinafter referred to as the "Unit Owner/Tenant")

1.4 "DCS" means district cooling services, being the provision of Chilled Water to the Building for the purpose of providing air-conditioning to the Unit.

1.5 "Capacity Charge" means the monthly fixed charge levied upon the Unit Owner/Tenant by Alpha Utilities L.L.C. for providing connectivity to the DCS which shall be calculated on the basis of the total unit size.

1.6 "Force Majeure" means an event outside the control of the Parties being (i) an act of God, (ii) war, outbreak of hostilities, riot, sabotage, civil disturbance, acts of terrorism, labour dispute or disturbance or the exercise of authority or regulation by governmental or military authorities or (iii) (save where caused by the deliberate or reckless act of the Party claiming a Force Majeure event has occurred) action of the elements, storm, flood, fire, or explosion or any other analogous cause completely outside the control of the Parties.

1.7 "Party" or "Parties" means either or both of Alpha and the Unit Owner/Tenant, as the context requires.

1.8 "Prevailing Rate" means the rate that Alpha Utilities L.L.C. currently charges its Unit Owner/Tenants for the provision of DCS, which is subject to change from time to time, at Alpha Utilities discretion, and/or when there is change in the cost of providing DCS.

1.9 "Unit" means a defined part of a Building, leased or owned by a Unit Owner and/or Unit Tenant.

1.10 "Unit Tenant" means the tenant and/or occupant of the Unit.

1.11 "Unit Owner" means the freeholder and/or leaseholder of the Unit.

2.0 Terms and Conditions

2.1 Availability of Service

Alpha Utilities agrees to use all reasonable effort to furnish a continuous supply of DCS to the Unit Owner/Tenant up to the Unit Demand Load at the address stated herein and Unit Owner/Tenant agrees to receive Alpha Utilities L.L.C. supply of DCS.

2.2 Standard Conditions of Service (DCS)

2.2.1 The Unit Owner/Tenant agrees at all times to conform and abide by the Standard Conditions of Service (DCS) for all DCS Unit Owner/Tenants currently in force from time to time.

2.2.2 The Unit Owner/Tenant shall have the right to request, and Alpha Utilities L.L.C. shall make available, the Conditions of Service current at any moment in time.

2.2.3 The failure of Alpha Utilities L.L.C. to demand strict performance of the Conditions of Service or to exercise any right conferred by the Conditions of Service, shall not be construed as a waiver or relinquishment of Alpha Utilities L.L.C.'s right to assert or rely upon any such terms or rights in the future.

2.2.4 The Unit Owner/Tenant acknowledges and accepts that Alpha Utilities L.L.C. shall have the right to adjust its rates and charges, at Alpha Utilities L.L.C.'s discretion, and/or when there is change in the cost of providing DCS.

2.3 Charges

2.3.1 Installation Charge

Alpha Utilities L.L.C. will charge the Unit Owner/Tenant a one-time fee of AED 100/- non-refundable installation charge for the supply of DCS.

2.3.2 Capacity Charge

Alpha Utilities L.L.C. will charge the Unit Owner/Tenant a Capacity Charge in advance on a monthly basis of the Term at the prevailing rate.

2.3.3 Consumption Charge

Alpha Utilities L.L.C. will charge the Unit Owner/Tenant on a monthly basis, in arrears, at the prevailing rate, a Consumption Charge per unit of consumption based on the meter installed for the apartment's DCS in the Building.

2.3.4 Service Charge

The Unit Owner/Tenant acknowledges and accepts that Alpha Utilities L.L.C. has the right to charge the Unit Owner/Tenant a nominal Service Charge per meter, at the charge rate in effect at the time, or on a quarterly basis to cover the testing and maintenance of each meter installed in the Unit.

2.3.5 Meter Transfer Charge

The Unit Owner/Tenant acknowledges and accepts that Alpha Utilities L.L.C. has the right to charge a new Unit Owner/Tenant a Meter Transfer Charge, at the charge rate in effect at the time, at the time of being requested to transfer a meter to a new Unit Owner/Tenant.

2.3.6 Reconnection Fee

In the event of nonpayment of outstanding dues towards the unit, the DCS maybe be suspended. In order to resume the service a reconnection fee of AED 1,000/- will be charged.

2.4 Payment

2.4.1 Unit Owner/Tenant agrees to pay all charges, including but not limited to, the capacity charges and consumption charges within the period specified on the invoice for at Alpha Utilities L.L.C.'s Rates and Charges prevailing at the time.

2.4.2 The Unit Owner remains responsible for all charges during the period the Unit is vacant, and/or the DCS account remains in the Unit Owners name. In all cases, the Unit Owner bears the risk of non-payment by the Unit Tenant, and in the event payment for DCS is not made, the Unit Owner is responsible for any unpaid balance on the account and all reconnection charges if service is terminated for non-payment.

2.4.3 The provision of DCS to a Unit Owner/Tenant is contingent upon payment of all charges due from the Unit Owner/Tenant. Failure by a Unit Owner/Tenant to settle an Invoice within fourteen (15) days after the Invoice was due shall give the right to Alpha Utilities L.L.C. to suspend the supply of DCS to the Unit Owner/Tenant. Suspension of DCS will then only be lifted by Alpha Utilities L.L.C. following cleared payment by the Unit Owner/Tenant of outstanding Invoices and any reasonable accruing financial costs. Alpha Utilities L.L.C. at its sole discretion may charge a reconnection fee of AED 1,000/-, current at the time, for the resumption of DCS. During the period where the service has been suspended, the Unit Owner/Tenant will continue to incur the fixed capacity charges on a monthly basis.

2.4.4 Collection Costs

Unit Owner/Tenant hereby agrees to pay the Alpha Utilities L.L.C.'s costs of collection, as often as such costs may be incurred, of any amounts which may become payable to the Alpha Utilities L.L.C. for DCS but which are not paid when due. Such costs shall include, but not be limited to, cheque bounced charges (AED 500/-), fees charged by a collection agency, attorney's fees, and court costs. In the event the Unit Owner/Tenant does not honor its obligations in this Agreement by the due dates, Alpha Utilities L.L.C. is entitled to take any legal action it deems appropriate.

2.4.5 Security Deposit

Unit Owner/Tenant understands and agrees that a security deposit may be required in an amount to be determined by Alpha Utilities L.L.C. When an account is closed, the deposit will be either refunded or at Alpha Utilities L.L.C. discretion applied to any outstanding balance on the final bill. If there is a credit balance on the final invoice for the supply of DCS, a check for the credit amount or cash equivalent will be issued to the Unit Owner/Tenant.

2.5 Transfer of Service

DCS may be transferred by proper assumption of the payment responsibility by a Unit Owner/Tenant acceptable to Alpha Utilities L.L.C. and upon completion of an application for service by another Unit Owner/Tenant. In the event that the Unit remains unoccupied, the Unit Owner/Tenant will remain responsible for DCS charges and the DCS account will remain in the Unit Owner/Tenants name until another Unit Owner/Tenant requests service or until the Unit Owner/Tenant requests a transfer of service.

2.6 Termination by Force Majeure

The obligations of each Party hereto shall be suspended for the period of and to the extent that such party is prevented or hindered from complying therewith by a Force Majeure event as defined in Clause 1.6 of this Agreement and the applicable provisions of the Standard Conditions of Service (DCS). This Agreement may be terminated by either party if the other Party is materially hindered from performing its obligations under the Agreement for a continuous period of one hundred and eighty (180) days.

2.7 Limitation of Liability and Indemnity

2.7.1 Alpha Utilities L.L.C., its officers, directors, employees, affiliates and agents, and any other person who serves at the request of Alpha Utilities L.L.C. (in each case, an "Indemnified Person") will not be liable for any personal injury, loss or damage to property, any loss of life or otherwise whether or not arising from or incidental to the sale and delivery of DCS (including but not limited to any DCS interruptions), any mistake in judgment, any act performed or omission made by Alpha Utilities L.L.C., or an Indemnified Person.

2.7.2 If Alpha Utilities L.L.C. fails to deliver DCS in accordance with the terms and conditions of this Agreement due solely and directly to an act or omission by Alpha Utilities L.L.C. or an Indemnified Person, other than those acts or omissions beyond their reasonable control as defined in Clause 1.6, then Alpha Utilities L.L.C.'s maximum liability will be to adjust the Consumption Charge then in effect, based upon the proportion of the period and the degree to which DCS was reduced.

2.7.3 In no event shall Alpha Utilities L.L.C. or any Indemnified Person be liable to the Unit Owner/Tenant and/or to any third party for any indirect, special, punitive, incidental, consequential loss or exemplary damages including, without limitation, loss of revenue, loss of profits, loss of Unit Owner/Tenants, clients, business opportunities or goodwill whether based upon breach of contract, negligence, tort, or otherwise.

2.7.4 Notwithstanding the generality of Sub-Clause 2.7.1, any liability of Alpha Utilities L.L.C. shall be reduced by the amount of any insurance recovery of the Unit Owner/Tenant.

2.8 Disclaimer of Warranties

2.8.1 Except as provided by Alpha Utilities L.L.C. in writing, Alpha Utilities L.L.C. disclaims, and the Unit Owner/Tenant waives, all other representations and warranties, expressed or implied, regarding the provision of DCS, including any warranty of merchantability or fitness for a particular use, and in particular, without limiting the foregoing Alpha Utilities L.L.C. does not warrant that the DCS will be uninterrupted.

2.8.2 The Laws and Regulations of Dubai, U.A.E. shall govern the Agreement herein for the supply of DCS to the Unit Owner/Tenant.

2.9 Certification

Unit Owner/Tenant warrants that all the information provided herein is true and correct and understands that false and misleading information shall be a cause for termination of this Agreement.

Unit Owner/Tenant Declaration

I/We have read and understood the terms and conditions and acknowledge the same.

Signature & Date

Alpha Utilities L.L.C. Authorized Signature

Name of Authorized Signatory/Unit Owner/Tenant