

## Electricity Retail Terms & Conditions

The sale by Sunseap Energy Pte. Ltd. (the “**Retailer**”), and the purchase by the Customer (as defined below), of electricity shall be governed by the terms and conditions set out herein (“Electricity Retail General Terms and Conditions”), which are in addition to:

- (a) Sales Agreement Form;
- (b) Any other signed agreement(s) in relation to the above-mentioned sales and purchase of electricity (collectively the “Agreement”).

In the event of any conflict, ambiguity or inconsistency between the Electricity Retail General Terms and Conditions and the other signed agreements, the following order of precedence shall apply:

- (i) Sales Agreement Form;
- (ii) Electricity Retail General Terms and Conditions; and
- (iii) Any other signed agreement(s) in relation to the above-mentioned sales and purchase of electricity (collectively the “Agreement”).

### **1. Definitions and interpretation**

1.1 Subject to Clause 1.2, capitalised words used in these Electricity Retail Terms and Conditions but not defined therein, shall have the respective meanings given to them in the Electricity Act (Cap. 89A of Singapore), its subsidiary legislation, the relevant market rules and codes of practice, or in the Sales Agreement Form.

1.2 In this Agreement, the following capitalised expressions shall have the meanings set out below unless the context otherwise requires:

“Applicable Laws” means, all relevant or applicable laws, rules, regulations, subsidiary legislation, codes of practices, orders, rulings, practice notes and interpretations (and any and all forms, letters, undertakings, agreements, deeds, contracts and all other documentation prescribed thereunder) whether of a government, governmental body, authority or agency in relation to which a party is subject to, including (where applicable) any electricity licence issued to the Retailer, any regulatory contract to which the Retailer is a party, the Code of Conduct for Retail Electricity Licensees and the market rules of the EMC;

“Authorities” means any and all relevant governmental or regulatory authority or market under which the Retailer or any of its businesses are regulated, including the EMA and the EMC;

“Contract Period” means the period commencing on the Start Date and terminating on the Expiry Date;

“Contract Start Date” means the contract start date as stated in the Sales Agreement Form or such other date as the Retailer may notify the Customer;

“Contestable Customer” means an eligible customer who has switched to buy electricity from an electricity retailer or from the wholesale electricity market, instead of remaining as a non-contestable customer and buys electricity from SP Services Limited (SPS) at the regulated tariff. The eligibility of such customers shall be determined by Authority, Energy Market Authority of Singapore;

“Customer” means the person named in the Sales Agreement Form as the Customer, and where the context so admits, includes a partnership, a sole proprietorship or a corporation;

“Default Supply Arrangement” means the supply of electricity from the applicable Market Support Services Licensee (a) in the case of a customer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services licensee for non-contestable consumers and (b) in the case of a customer who does not fall within (a) above,

at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee;

“Default Supply Effective Date” is the date on which the Market Support Services Licensee successfully transfers the customer to a Default Supply Arrangement;

“Electricity Price Plan” means the payment scheme, plan or other payment arrangements that apply to the sale by the Retailer and the purchase by the Customer, of electricity under this Agreement, as identified in the Sales Agreement Form;

“EMA” means the Energy Market Authority of Singapore established under the Energy Market Authority Act (Cap. 92B of Singapore);

“EMC” means the company, referred to in the Electricity Act (Cap. 89A of Singapore) as the “Market Company”, which holds an electricity licence authorising it to operate any wholesale electricity market;

“Effective Date” means the date of signing of the Customer of the Sales Agreement Form or the date of the Retailer’s acceptance of the same, whichever is later;

“Expiry Date” means the Expiry Date set out in the Sales Agreement Form, or such other date as the Parties may agree;

“Guarantee Amount” shall mean, (i) the total amount payable by the Customer to the Retailer before the Start Date; (ii) in the case where the term of this Agreement is extended in accordance with Clause 2.2, the arithmetic average of the total amount payable by the Customer in each of the three (3) calendar months immediately prior to the extension of the Agreement; or (iii) such other sum as the Retailer may stipulate in its absolute discretion;

“Loss Adjusted” means in respect of any metered quantity of electricity, the adjustment of such quantity by multiplying such quantity by the applicable transmission loss factor (as determined by SP Group and approved by the EMA) to take into account, inter alia, network and transformer losses.

“Market Support Service Licensee” provides services such as the settlement of bills, meter reading and data management, as well as customer transfer services for contestable consumers who switch from one electricity retailer to another. The current Market Support Service Licensee is SP Services Ltd;

“Metering Equipment” means the metering equipment, instrument transformers (both voltage and current), load limiting, load monitoring devices, and other measuring equipment and apparatus used to measure the kilowatts hours, and/ or kilovoltamperes (reactive), and/ or kilowatt, and/ or kilovoltamperes demand at a Connection Point (as defined in the Metering Code) required by any applicable law or which may be stipulated by the EMA, the EMC, the Transmission Licensee, an MSSL or the Retailer from time to time.

“New Expiry Date” refers to the new extended expiry date as stated in Clause 2.3;

“Non-contestable Customer” means an eligible customer who has opted to buy electricity from SP Services Limited (SPS) at the regulated tariff or decided to remain as a non-contestable customer and buy electricity from SP Services Limited (SPS) at the regulated tariff. The eligibility of such customers shall be determined by Authority, Energy Market Authority of Singapore;

“Premises” means any part of any land, building or structure named in the Sales Agreement Form as the Premises;

“Retailer” means Sunseap Energy Pte. Ltd.;

“Retailer of Last Resort Event” means an event whereby a Retailer becomes unable or loses right to retail electricity to its customers by virtue of one or more of the following events; (i) revocation by the Authority, or expiry or non-renewal, of the Retailer’s electricity license; (ii) receipt by the Authority of a notification from the Accounting and Corporate Regulatory Authority of the Retailer’s application for a voluntary winding up after the Retailer’s receipt of the Authority’s approval to cease operations as required in the Act; (iii) an order is made or resolution is passes for the winding up or liquidation of the Retailer; (iv) issuance of a Suspension Order or Termination Order by the Market Surveillance and Compliance Panel to the effect that the Licensee is unable or not allowed to retail electricity; and (v) termination of the Licensee’s Retailer Use of System Agreement by Transmission Licensee.

“Retailer’s Website” means [www.sunseap.com/terms-conditions/commercial/terms-conditions](http://www.sunseap.com/terms-conditions/commercial/terms-conditions) or such other website as may be designated by the Retailer from time to time;

“Services” means any services, Retailer, provide to Customer under this Agreement;

“Start Date” means the Start Date set out in the Sales Agreement Form, or the date as may be subsequently notified by the Retailer to the Customer, being the date when the Retailer starts selling, and the Customer starts buying, electricity, upon fulfilment of the condition precedents set out in Clause 3.1 below;

“Transmission Licensee” refers to licensee (SP PowerAssets Ltd) who owns and manages the electricity transmission system that transmits electricity from the generation companies to customers; and

“Transmission System” means the system of interconnected electric lines owned by the transmission licensee for the purposes of conveying electricity.

- 1.3 This Agreement shall be supplemented by, and construed in a manner consistent with, the rights and obligations, if any, of the Parties under Applicable Laws. In the event of any inconsistency between the provisions of this Agreement and the provisions of any Applicable Laws, then the provisions of any such Applicable Laws, shall prevail to the extent of the inconsistency.

## **2. Term of Agreement**

- 2.1 This Agreement shall be valid and in effect on and from the Effective Date and shall, unless terminated earlier in accordance with the terms of this Agreement, remain in full force and effect until the Expiry Date.
- 2.2 At least 10 business days before the Expiry Date, the Retailer will send a renewal notice alerting the Customer to:
- 2.2.1 the approaching Expiry Date;
  - 2.2.2 the new contractual terms that will apply to the agreement upon its automatic renewal, should the Customer elect to renew the agreement. The electricity rate in such agreement shall be strictly better than the prevailing tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers or any published change to such tariff at the point of agreement renewal. The Pricing and Payment Provisions in such agreement, excluding the electricity rate and any one-off pricing rebate, discount or incentive, shall be the same or better than those in effect prior to the renewal of the agreement. The term of such contract upon automatic renewal shall also be the same as the term of such contract prior to automatic renewal;
  - 2.2.3 include any updated version of terms and conditions applicable to this Agreement;
  - 2.2.4 the option(s) available to the Customer to purchase electricity from another Retailer or the applicable Market Support Services Licensee after the expiry of the contract, should the Customer elect not to renew the Agreement;
  - 2.2.5 the deadline by which the Customer needs to provide notice to the Retailer whether the Customer elects to proceed with the automatic renewal of the Agreement on the new contractual terms provided in accordance with Clause 2.2.2 and 2.2.3 or his selection of one of the options referred in the above Clause 2.2.4 if the Customer elects not to renew the Agreement; and
  - 2.2.6 the mode of written communication through which the Customer can inform the Retailer on his election whether to renew the Agreement or his selection of one of the options referred in Clause 2.2.4.
- 2.3 In the event when the Retailer does not receive written notice from the Customer informing the Retailer of his option not to renew the existing Agreement by the deadline referred in the above Clause 2.2.5, the Agreement shall be automatically renewed on the new charges and updated terms and conditions provided in accordance with Clause 2.2.2 and 2.2.3.
- 2.4 Where the Agreement has been automatically renewed, the Customer shall have the express right to, within the first 30 calendar days from the start of the renewed term of the Agreement, terminate the renewed Agreement without cause, without being liable for or subjected to any early termination charges or other applicable fees, so long as the Customers provides the Retailer prior notice in writing of at least 30 calendar days before the date that the Customers wants to terminate.

- 2.5 In the event when the Customer provides notification to the Retailer on his decision not to renew the Agreement but did not indicate his option of the next purchase arrangement (eg. from Retailer or applicable Market Support Services Licensee) in this written notification, the Retailer shall deem the Customer as having agreed to purchase electricity from the applicable Market Support Services Licensee with effect from the date immediately following the Expiry Date of the Agreement:
- 2.5.1 in the case of a customer who is eligible to apply to cease his 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 Market Support Services Licensee for non-contestable consumers; and
- 2.5.2 in the case of a customer who does not fall within 2.5.1 above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee.

### **3. Conditions Subsequent**

- 3.1 The Retailer shall start selling electricity to the Customer, and the Customer shall start buying electricity from the Retailer, on the Start Date, Provided That the following conditions are fulfilled:
- 3.1.1 where applicable, the receipt by the Retailer of such Guarantee Amount as the Retailer may require to be provided by the Customer for the Guarantee Amount as per Clause 6; and
- 3.1.2 the establishment or administration of the processes or accounts by the relevant third parties required to enable the Customer to purchase electricity from the Retailer.
- The continuity of this Agreement is subject to the Customer's compliance of the above-mentioned conditions.
- 3.2 If all of the conditions set out in Clause 3.1 have not been satisfied by the date which is three (3) months after the date of this Agreement (or such later date as the parties may agree), this Agreement shall be terminated without cause and neither party shall have any liability to one another except in relations to antecedent breaches of this Agreement in accordance with Termination Clause of this Terms and Conditions before such termination.

### **4. Sale of Electricity and Undertakings**

- 4.1 The Retailer shall submit a service transaction request to the applicable Market Support Services Licensee to effect such transfer of the Customer in accordance with the procedures described in section 8 of the Market Support Services Code.
- 4.1.1 Where the Retailer is the party initiating the transfer, if the transfer of the Customer is not successful, the Retailer shall notify the Customer in writing within 2 business days from the date it receives notification from the applicable Market Support Services Licensee that the transfer is not successful. Such notification by the Retailer shall include an indication of the next possible Contract Start Date or action(s) to be taken by the Customer to make next transfer successful.
- 4.1.2 Where the Retailer is the party initiating the transfer, if the transfer of the Customer is successful, the Retailer shall within 2 business days from the Contract Start Date notify the consumer in writing that the transfer is successful.
- 4.1.3 Any notification by the Retailer under Clause 4.1.1 and Clause 4.1.2 may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).
- 4.2 The Retailer shall not transfer (or seek to transfer) any Customer to another person who is not licensed by EMA to retail electricity.
- 4.3 Except as permitted in Clause 2.3 and Clause 10.6, the Retailer shall not transfer the Customer to another person licensed by EMA to retail electricity without the consent of the Customer.
- 4.4 During the Contract Period:
- 4.4.1 the Retailer agrees to sell, and the Customer agrees to buy, all electricity consumed at the Premises;

- 4.4.2 the Customer shall not purchase electricity from any person other than the Retailer for use at the Premises unless the Retailer agrees otherwise.

## 5. Metering

- 5.1 The amount of electricity consumed at the Premises shall be measured by the electricity meter(s) installed at the Premises. Unless otherwise notified, these meter(s) are the property of the applicable market support services licensee and the Customer shall not tamper or interfere with such meter(s) in any way. The Customer shall provide such market support services licensee with all assistance and cooperation in connection with any inspection, reading, servicing, or replacement of any such meter(s). The Customer acknowledges and agrees that such market support services licensee, and not the Retailer, has the responsibility for providing, installing, maintaining, repairing, replacing, inspecting and testing such meter(s), as well as the responsibility for meter reading and meter data management, in accordance with all Applicable Laws.

## 6. Charges and Payments

- 6.1 Subject to any Applicable Laws, the Customer shall be liable for all obligations and liabilities arising from or connected with electricity sales or supplies or related services to the Premises and/or the Customer for the period prior to the Start Date, including without limitation, any amount claimed by any electricity licensee (other than the Retailer) including any former electricity licensee, any fines and interest and any amounts resulting from any corrections (for any reason whatsoever) to applicable prices or amounts previously calculated or invoices or statements previously issued, regardless of the date on which any claim relating thereto may be made, and the Customer shall pay to the Retailer any amount invoiced to the Retailer which relates thereto.
- 6.2 The quantity of electricity used and/or consumed ("Quantity of electricity") at the Premises shall be determined on the basis of metering data, including any estimated metering data, for such Premises as advised by the applicable MSSSL or otherwise in accordance with the readings of the Metering Equipment, which such quantity of electricity shall in each case be Loss Adjusted by the Retailer.
- 6.3 The Retailer will render periodic invoices to the Customer and the Customer shall pay the Retailer in full the sum stated in each invoice, within fourteen (14) days of the date of the invoice. If any amount remains unpaid by the Customer after fourteen (14) days from the date of the invoice, the Retailer, in addition to any other remedies, shall be entitled to charge the Customer, and the Customer shall be liable to pay the Retailer, interest on the amount unpaid at the rate of one per cent (1%) per month (to be computed on a monthly rest basis) from the date when such sum becomes due and payable up to the date when full payment is received by the Retailer.
- 6.4 Upon the expiry or termination of the Agreement, the Retailer shall issue to the Customer the final invoice within 12 business days from the date the Retailer receives the relevant invoice from the Market Support Services Licensee. If for any reason, the Retailer's final invoice cannot be issued within such period, the Retailer, shall within that same period notify the Customer of the expected date of issuance of the final invoice.
- 6.5 The Retailer may, at our discretion, allow all payment under this Agreement to be paid through GIRO, Customer credit or debit card. Where Customer have chosen the method of payment through his credit or debit card, he must inform Retailer immediately in writing if Customer's credit or debit card is lost, stolen, expired or terminated or if Customer wants to terminate this method of payment. Where the method of payment is through GIRO, Customer shall notify the relevant bank and Retailer if you want to terminate this method of payment. The termination of the GIRO/credit card payment arrangement will only be in effect when the message referring to the GIRO/credit card deduction is no longer reflected in Customer bill. If Retailer is unable to make the deduction or settlement with Customer bank or card company, Retailer will not be liable to you in any way and Customer must make payment for outstanding amounts in cash, cheque or bank draft immediately together with any administrative fees and/or processing fee for the failed transaction. Where payment is made by cheque, a processing fee will be imposed in the event the cheque is returned and/or rejected by the bank. Retailer may, at its discretion, terminate any such recurring method of payment at any time. Where Customer have chosen the methods of payment stated in this

Clause 6.5 and where payment is made by a consenting third party, Retailer will only take instructions from Customer (not the said third party) in writing, in respect of all matters pertaining to Customer account, including but not limited to the payment instructions and the services subscribed to.

- 6.6 All amounts mentioned herein as payable by the Customer are inclusive of goods and services tax (if any) and the Retailer may add to such amounts, and the Customer shall pay, such tax at the rate applicable thereto from time to time. Any Government fees or taxes that are not imposed directly on the Retailer based on the Customer's electricity consumption shall not be itemised in the Agreement or electricity bill for the Customer.
- 6.7 The Customer shall if so required by the Retailer in writing, promptly provide the Retailer with a Guarantee Amount for any or all of the Customer's obligations in connection with or arising from this Agreement. The Customer shall not be entitled to, and the Retailer is not liable to pay, any interest on any Guarantee Amount provided by the Customer to the Retailer.
- 6.8 The Retailer may, at its sole discretion, revise from time to time the Guarantee Amount by giving written notice to the Customer. Where such revision results in:
- 6.8.1 an increase in the Guarantee Amount, the Customer must provide such additional or replacement Guarantee Amount, as the case may be, for such revised Guarantee Amount, within fourteen (14) calendar days of the date of receipt of such notice;
- 6.8.2 a decrease in the Guarantee Amount, the Retailer will refund the Customer any excess Guarantee Amount above the required Guarantee Amount within thirty (30) calendar days.
- 6.9 The Retailer may, at any time, without prior notice to the Customer, realise or apply the whole or any part of the Guarantee Amount provided by the Customer to the Retailer to partially or totally discharge any or all of the Customer's payment obligations in connection with or arising from this Agreement. The following provisions also apply:
- 6.9.1 Where the Guarantee Amount takes the form of an unconditional bank guarantee, this unconditional bank guarantee shall be issued by a reputable bank in Singapore in a form and content acceptable to the Retailer.
- 6.9.2 Without prejudice to Clause 6.10 below, the Retailer shall be entitled to make a demand under the unconditional bank guarantee for such amount as the Retailer may deem appropriate if the Customer breaches any of its obligations under the Agreement. The Customer shall ensure that the unconditional bank guarantee will remain valid and enforceable throughout the duration of this Agreement (and any extension of such duration) and for ninety (90) days after the expiry or termination of this Agreement.
- 6.9.3 Any remaining Guarantee Amount in the hands of the Retailer after the expiry or termination of the Agreement, provided that the Agreement has not been extended, shall be refunded to the Customer, within thirty (30) calendar days from the settlement of the last electricity invoice.
- 6.10 The Retailer may, at its discretion, use this Guarantee Amount at any time as they deem appropriate to offset any outstanding Charges and any amounts due under any of Customer accounts with Retailer. Any remaining balance will be refunded to Customer without interest after this Agreement is terminated and Customer have paid all outstanding amounts due, accruing or payable to Retailer. A deposit does not relieve Customer from his obligations to pay any Charges, nor does it constitute a waiver of Retailer's rights to suspend, disconnect or terminate any retail electricity due to non-payment.
- 6.11 The Customer can reasonably dispute any amount in their invoice but is still liable to pay all charges. The Retailer shall investigate any such dispute and facilitate resolution of metering disputes between SP Services and the Customer where applicable and the Retailer shall provide a written response to the Customer within 30 days from the day the Retailer was notified of such dispute. If the dispute is resolved in the Retailer's favour, the Customer must pay the Retailer the disputed amount and all costs incurred in recovering the amount. The Retailer may charge the Customer interest on the outstanding amount at 1% per month from the date the outstanding amount was due and payable and calculated daily or at such other rates as the Retailer may prescribe from time to time. If it is agreed by the Retailer that there is a mistake in the Customer's invoice, the Retailer shall adjust the Customer's next invoice accordingly. If the Customer has paid an invoice and subsequently chooses to contest it, any such dispute must be raised by the Customer in writing to the Retailer not later than 2 years from

the date of the invoice. Each party may also refer any dispute relating to the Services to the Small Claims Tribunal and/or arbitration.

6.12 If, as a result of the occurrence of any one or more of the following after the date of this Agreement:

6.12.1 any imposition of any addition or change to any tax, levy, charges, fees, expenses, costs by the Authorities, the Market Support Service Licensee, Transmission Licensee, or other competent authority, or pursuant to any change in law (other than income tax, fines or penalties);

6.12.2 the temporary or permanent suspension, collapse or discontinuance of any of the wholesale electricity markets established by the market rules of the EMC, whether or not in accordance with the provisions of the market rules of the EMC;

6.12.3 the incurring of any liability by, cost to or reduction in benefit for the Retailer because of a Force Majeure Event;

6.12.4 any introduction of or any change to any Applicable Laws; and/or

6.12.5 any action of the transmission licensee, the relevant market support services licensee, the EMA, the person for the time being responsible for ensuring the security of the supply of electricity to consumers and arranging for the secure operation of the Transmission System (which, for the time being, is the EMA), or the person authorised under Applicable Laws to operate any wholesale electricity market (which, for the time being, is the EMC), and/or any of the Authorities or other regulatory body,

6.12.6 and after best efforts by the Retailer to mitigate such costs, the Retailer determines that there is any increase (whether direct or indirect) in the cost of its provision of any services or products to the Customer under or in connection with this Agreement, the Customer shall pay the Retailer such additional amount which the Retailer certifies is necessary to compensate the Retailer for the increased cost. The Retailer shall notify the Customer at least 10 business days before such additional charges take effect.

## **7. Undercharging and Overcharging**

7.1 If the Retailer undercharges the Customer for any reason (including where the meter is found to be defective), the Retailer would require the Customer to make a correcting payment and the Retailer may offer the option to make the correcting payment by instalments. The extended time to pay will match the amount of time the Retailer has undercharged for. No interest will be levied on the amount undercharged.

7.2 If the Retailer overcharges the Customer for any reason (including where the meter is found to be defective),

7.2.1 where the Customer has been overcharged, the Retailer will credit the overcharged amount to the Customer's next invoice; and

7.2.2 No interest will be charged on the overcharged amount.

## **8. Outstanding Credit Balance**

8.1 If there is outstanding credit balance in the Customer's account, this amount will be either credited in the Customer's next invoice or where the Customer's contract has expired or is terminated, refunded to the Customer within one (1) month from the Customer's payment of the final invoice.

## **9. Limitation of Liability**

9.1 The Services provided under this Agreement are provided on an "as is" and "as available" basis and Customer agrees and accept that he uses the Services or rely on any content obtained through the Services at his sole risk. Retailer expressly disclaims all warranties of merchantability, condition, suitability, satisfactory quality, fitness for a particular purpose, continuity of supply, reliability of supply or safety of supply and non-infringement to the fullest extent allowed by law. No advice whether oral or written, obtained by Customer from Retailer or through the Services will create any warranty nor expressly made in this Agreement.

9.2 The Customer accepts and agrees that there are no conditions and the Retailer gives no warranties or undertakings and makes no representations to the Customer concerning the condition or suitability of the electricity the Retailer sells to the Customer, its quality, fitness for purpose, continuity of supply, reliability or safety. The Retailer does not generate, transmit, distribute or control the supply of electricity and accordingly the Retailer shall not be liable to the Customer or its property or to anyone relying on the supply of electricity for any loss, damage, cost or expense which the Customer may incur or suffer in connection with the supply of any electricity to the Premises or any fluctuation, surge, dip, reduction, failure or interruption to such supply, howsoever caused. To the maximum extent permissible under Applicable Laws, the Retailer shall not in any event have any liability to the Customer for any indirect, special or consequential loss (including any loss of profits, business, goodwill or any economics loss), arising from or in connection with this Agreement, whether such liability arises in contract, tort (including negligence or strict liability), under statute, or otherwise. Under no circumstances will Retailer or any of the relevant parties be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.

9.3 If we or any of the relevant parties are liable to you and we cannot, for any reason, rely on the exclusion of liability set out in Clause 9.2 then in no event will our liability for damages, losses, costs or expenses suffered or incurred by you and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) exceed the lowest of the following amounts: (a) a sum equal to the replacement value of the property so damaged at the time of the incident which gave rise to the claim; (b) in respect of each incident, an amount not exceeding S\$5,000; or (c) in respect of a series of related incidents over any twelve (12) month period, an amount not exceeding S\$10,000. The liability limits under this clause shall not apply to the payment of the Liquidated Damages under Clause 10 and any and all other fees and amounts payable by the Consumer to the Retailer under such Agreement.

9.4 The limitations and exclusions of liability in this Agreement shall not apply to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).

9.5 The limitations and exclusions of liability in this Agreement shall not apply to any liability we or any of the relevant Parties may have in respect of any death or personal injury resulting from our gross negligence.

If Customer is dissatisfied with any of the Services or through any of the Services or with any of the terms and conditions of this Agreement, Customer sole and exclusive remedy is to discontinue using the Services and terminate the Services according to this Agreement.

## **10. Termination**

10.1 Notwithstanding any other provision of this Agreement, the Customer may terminate this Agreement by giving the Retailer prior written notice of one month before the date that the Customer wants to terminate and the Retailer shall terminate such Agreement by giving at least ten (10) business days' written notice to the Customer if:

10.1.1 circumstances in which termination is necessary for the purposes of meeting the requirements from time to time of any of the Authorities arise. If such circumstances arise, termination may be effected immediately, or within such period of time as the requirements of any such Authorities permit or require by giving notice to the Customer to that effect;

10.1.2 the Customer fails to pay any amount due and payable to the Retailer under the Agreement or fails to provide Guarantee Amount in accordance with Clauses 6 above;

10.1.3 without prejudice to Clause 10.1.2, the Customer breaches any of its obligations under this Agreement and, (i) the breach is not capable of remedy; or (ii) in any other case, fails to remedy such breach within five (5) calendar days after being served with a written notice from the Retailer describing the breach and requiring it to be remedied; or

10.1.4 the Customer, in the reasonable belief of the Retailer, has committed theft of electricity; or

10.1.5 the Customer (i) enters into or takes any action to enter into arrangement, composition or compromise with, or an assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them; (ii) states that it is unable to pay its debts when they fall due for payment; (iii) is taken to be insolvent or unable to pay its debts under applicable law; (iv) has a receiver, receiver and manager, judicial manager or person having a similar or analogous function under applicable



laws appointed in respect of the whole or any material part of its assets or undertaking or any action is taken to appoint such a person; (v) an application is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for winding-up or dissolution of the Customer; or (vi) the Customer is wound up or dissolved unless the notice of winding up or dissolution is discharged; or

10.1.6 the Retailer is of the view that the Customer is or may be or may become insolvent.

10.2 The Retailer's written notification of termination to be given at least 10 days before the termination date shall include the following:

(a) the effective date of the termination of the Agreement;

(b) the reason for termination;

(c) the option(s) available to the Customer to purchase electricity from another retailer or the applicable Market Support Services Licensee after the termination of the Agreement;

(d) the deadline by which the Customer needs to provide written notice to the Retailer on the Customer's selection of one of the options referred in Clause 10.2(c);

(f) any late termination and applicable charges payable by the Customer to the Retailer; and

(g) the mode of communication through which the Customer may inform the Retailer of the Customer's selected option referred in above Clause 10.2(c).

In the event when the Retailer does not receive written notice from the Customer informing the Retailer of his selection of one of the options referred in Clause 10.2(c) by the deadline referred in the above Clause 10.2(d), the Retailer shall deem the Customer as having agreed to purchase electricity from the Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the Expiry Date.

10.3 Subject to Clause 10.4 below, if the Agreement is for any reason whatsoever terminated before the Expiry Date (i) by the Customer for any reason whatsoever; or (ii) by the Retailer in accordance with Clause 10.1 above, the Customer shall pay the Retailer on the termination of the Agreement:

10.3.1 any and all sums payable to the Retailer under this Agreement (whether then accrued due for payment or not);

10.3.2 liquidated damages calculated as follows, Provided That the Retailer may at its sole discretion waive all or part of such liquidated damages payable:

Liquidated Damages = A x B x 40%

Where,

A = the number of months (rounded down to the nearest month) between the date the Agreement is terminated and the Expiry Date; and

B = the greater of: (i) the arithmetic average of the total amount payable by the Customer to the Retailer in each of the six (6) months preceding the date of termination of this Agreement; and (ii) the total amount payable by the Customer to the Retailer in the month immediately preceding the date the notice of termination was given to the relevant party; and

10.4 The termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to and shall not affect any accrued rights or liabilities of either party or the continuance in force of any provision of this Agreement which expressly or implicitly is intended to survive termination.

10.5 In the event of termination of this Agreement, unless the Customer contracts with and is successfully transferred to a new Retailer or the Market Support Services Licensee prior to the termination date, the Customer agrees to purchase electricity from the applicable Market Support Services Licensee based on the Default Supply Arrangement with effect from the date immediately following the effective date of the termination of the Agreement.

10.6 In a Retailer of Last Resort event, unless the Customer contracts with and is successfully transferred to a new Retailer or the Market Support Services Licensee prior to the Default Supply Effective Date, the Customer agrees to be transferred to the Default Supply Arrangement with effect from the Default Supply Effective Date.

10.6.1 With respect to any Customer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, the Customer shall be deemed to have given its consent to the Retailer to apply for the cessation of classification as a contestable consumer with effect from the Default Supply Effective Date.

## **11. Force Majeure**

11.1 Subject to the provisions of this clause, the Retailer shall not be liable to the Customer for any failure or delay in the performance of any obligation under this Agreement, to the extent that such failure or delay is due to a Force Majeure Event, provided that the Retailer shall only be excused from performance pursuant to this clause:

11.1.1 for so long as the Force Majeure Event continues and for such reasonable period of time thereafter as may be necessary for the Retailer to resume performance of the obligation; and

11.1.2 where and to the extent that the failure or delay in performance would not have been experienced but for such Force Majeure Event.

11.2 Where the Retailer invokes a Force Majeure Event, it shall give notice to the Customer of such invocation of the Force Majeure Event as soon as reasonably practicable but in any event within seven (7) calendar days of the date on which the Retailer becomes aware of the occurrence of the Force Majeure Event, which notice shall include full particulars of the Force Majeure Event and of the effect that such Force Majeure Event is having on the Retailer's performance of its obligations under this Agreement; and of the cessation of the Force Majeure Event and of the cessation of the effects of the Force Majeure Event on the Retailer's performance of its obligations under this Agreement.

11.3 For the purposes of this Clause 11, "Force Majeure Event" means any event or circumstance, or combination of events or circumstances which is beyond the reasonable control of the Retailer and which results in or causes the failure of the Retailer to perform any one or more of its obligations under this Agreement, and the adverse effects of which could not have been foreseen and prevented, overcome, remedied or mitigated in whole or in part by the Retailer through the exercise of diligence and reasonable care.

## **12. Assignment**

12.1 The Customer may not assign, novate or transfer any of your rights and/or obligations under this Agreement without the Retailer's prior written consent. The Retailer may assign, novate and/or transfer all or part of its rights and/or obligations under this Agreement to any party upon notice to the customer.

12.2 The Retailer may sub-contract any of its obligations hereunder without the consent of the Customer.

## **13. Disclosure of Information by Sunseap**

13.1 Customer consents to Retailer collecting, using and disclosing to any third party, any and all particulars relating to Customer personal data for the purposes described in our Privacy Policy, which may be found at [www.sunseap.com/privacy](http://www.sunseap.com/privacy).

## **14. Retailer to Notify Market Support Services Licensee**

14.1 The Customer hereby authorises and permits the Retailer to notify the applicable Market Support Services Licensee that the Customer will commence to purchase electricity from the Retailer as of the Start Date.

14.2 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 the Market Support Services Licensee.

## 15. Miscellaneous Provisions

- 15.1 This Agreement represents the entire understanding and constitutes the whole agreement between the parties with respect to the supply and sale of electricity to the Customer, and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written.
- 15.2 No failure on the part of the Retailer to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall be construed or deemed 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 rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or in equity.
- 15.3 The Agreement shall not be amended, varied or supplemented by the Customer unless both parties agree in writing. The Retailer and Customer acknowledge that modifications may be made to the Code of Conduct from time to time by the Authorities. The Retailer may from time to time amend, vary or supplement any part of the Agreement where such amendment is required for compliance with the relevant legislation or the Code of Conduct, at the Retailer's discretion without prior notice. The Retailer and Customer shall be bound by any applicable modification made to the Code of Conduct from time to time unless the Authorities, when publishing the modification, specify that this is not to be the case. Under such circumstances, the Retailer shall promptly notify the Customer on the revised terms of the Agreement where such notification will be in accordance to Clause 15.5. The Customer's continued use of any Services under the Agreement will constitute acceptance of the Electricity Retail Terms & Conditions and the amendments thereof.

Customer must not use or disclose to any person any information (other than information that is or has become publicly available) relating to any of the Services or Retailer which is acquired from or provided by Retailer and/or any of Retailer's agents in connection with or in the course of the provision of any Service, except to the extent necessary to comply with law, court order or any regulatory authority.

- 15.4 If, at any time, any provision in the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, such provision or part thereof shall to that extent be deemed not to form part of the Agreement and neither the legality, validity or enforceability of the remaining provisions of the Agreement shall in any way be affected or impaired.
- 15.5 All notices and other communications made under or in connection with this Agreement shall be given or sent by hand, facsimile transmission or registered post to the relevant party at its address or facsimile number (as the case may be) set out in the Sales Agreement Form or such other address or facsimile number as the party may notify the other party in writing from time to time. Any notice given by registered post shall be deemed duly served four (4) calendar days after it was sent and any notice delivered by hand or by facsimile transmission shall be deemed to be duly served upon delivery or transmission of the same, and in proving the same, it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered delivery letter or that the facsimile transmission was properly addressed and despatched (as the case may be). The Retailer may also send notices to the Customer by electronic mail. Notices sent by electronic mail shall be deemed received immediately after being transmitted unless the Retailer has received a message by return that the electronic mail transmission had failed or that it was not delivered.
- 15.6 All disputes, controversies, or differences arising out of or in connection with this agreement shall first be negotiated in good faith between both parties and if the dispute is unable to be reasonably settled within 30 calendar days from the day the Retailer is made aware of the dispute then both parties may refer the dispute to the Singapore Mediation Centre for resolution. The disputes, controversies or differences shall be referred within 30 days from the time they arose, in accordance with the Mediation Procedure for the time being in force. The parties agree to participate in mediation in good faith and undertake to abide by the terms of any settlement reached.
- 15.6.1 This Agreement including Electricity Retail General Terms & Conditions shall be governed by the laws of Singapore and the Customer have agreed to be bound by the exclusive jurisdiction of courts of Singapore.

15.6.2 This Agreement is subject to the Act and any applicable subsidiary legislation, rules or regulations. It is also subject to any directives and orders of the relevant Regulatory Authority and to the terms and conditions of the licence(s) granted to Retailer under the Act.

15.6.3 Sunseap Personal Data Protection Policy: You confirm your agreement to the Sunseap Privacy Policy, which may be found at [http:// www.sunseap.com/privacy](http://www.sunseap.com/privacy).