

EMIRATES CENTRAL COOLING SYSTEMS CORPORATION

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Customer Agreement Form					
EMPOWER CONSUMER NO.	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/>				
UNIT OWNER'S NAME					
Billing Unit Details					
Project Name			Phase / Sector		
Building Name			Building No.		
Unit No. / Villa No.			Unit Type		
Purpose of Usage					
Customer Information					
Customer Type					
First Name			Last Name		
Nationality			Date of Birth		
ID Type		ID Expiry Date		ID Number	
Tenancy Contract Start Date			Tenancy Contract End Date		
Trade License No.			Trade License Expiry Date		
Company Name					
Address (Dept / Section)					
P.O. Box No.			Emirate		
Telephone No. (Office)			Telephone No. (Residence)		
Mobile No. 1			Mobile No. 1		
Email Address					
Local contact (if customer resides outside UAE)					
	P.O. Box No.		Emirate	Contact Tel No.	
Permanent Address					
Contact Name					
Address					
Country			Contact Tel No.		
Billing information					
Unit Demand Load		Billing Start Date		Meter Serial No.	
Charges to be Billed					
Deposit Amount (AED)			Receipt No.		
Local Billing Address					
Contact Name					
Address					
P.O. Box No.			Emirate		
For Standing Instruction (Payment Debit)					
Bank Account Number			Credit Card Number		
Account Name			Credit Card Type		
Account Type			Cardholder Name		
Bank Name			Issuing Bank		
Branch			Expiry Date		
Terms & Conditions					
PLEASE SEE REVERSE FOR DETAILED TERMS AND CONDITIONS					
Customer Declaration					
I / We state that, the information provided is verified and accepted by me. I/We agree to pay the refundable security deposit and all charges associated with the District Cooling Services. I/We have read and understood the terms and conditions provided overleaf and acknowledge the same.					
Name of Authorized Signatory/ Customer			Empower's Authorized Signature		
Signature of Authorized Signatory / Customer					

Standard Terms and Conditions for Supply of District Cooling Services for an Individual Customer

In consideration of District Cooling Services (DCS) provided by Empower at the address indicated herein, the Customer 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 Empower to be supplied to cool the Building Unit.
- 1.2 **"Consumption"** means the Ton Hours used to cool the Unit during a given period and used to calculate the total consumption bill for the Unit.
- 1.3 **"Consumption Charge"** means the monthly charge to the Customer by Empower for the Ton Hours used in the preceding month as measured by the Metering Equipment and calculated at the Consumption Charge Rate at the prevailing rate.
- 1.4 **"Customer"** 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 Empower (hereinafter referred to as the "Customer")
- 1.5 **"DCS"** means district cooling services, being the provision of Chilled Water to the Building for the purpose of providing air-conditioning to the Unit.
- 1.6 **"Demand Charge"** means the charge levied upon the Customer by Empower for providing connectivity to the DCS which shall be calculated on the basis of the total Unit Demand Load or the Actual Demand Load (but only for Actual Demand Load up to or equal to 105% of the Unit Demand Load), whichever is the greater, at the Demand Charge Rate at the prevailing rate.
- 1.7 **"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.
- 1.8 **"Party"** or **"Parties"** means either or both of Empower and the Customer, as the context requires.
- 1.9 **"Prevailing Rate"** means the rate that Empower currently charges its customers for the provision of DCS, which is subject to change from time to time, at Empower's discretion, and/or when there is change in the cost of providing DCS.
- 1.10 **"Ton"** means a ton of refrigeration; being the rate at which heat is removed, which is equivalent to 12,000 BTUs per hour.
- 1.11 **"Ton Hour"** means a measured unit of energy consumption equivalent to 12,000 BTU in one hour. Ton Hours are measured and metered by recording the flow of water in gallons per minute and the temperature differential between supply temperature at the Point of Delivery and return temperature at the Point of Return.
- 1.12 **"Unit"** means a defined part of a Building, leased or owned by a Unit Owner and/ or Unit Tenant.
- 1.13 **"Unit Tenant"** means the tenant and/or occupant of the Unit.
- 1.14 **"Unit Owner"** means the freeholder and/or leaseholder of the Unit.

2.0 Terms and Conditions

2.1 Availability of Service

Empower agrees to use all reasonable effort to furnish a continuous supply of DCS to the Customer up to the Unit Demand Load at the address stated herein and Customer agrees to receive Empower's supply of DCS.

2.2 Standard Conditions of Service (DCS)

- 2.2.1 The Customer agrees at all times to conform and abide by the Standard Conditions of Service (DCS) for all DCS Customers currently in force from time to time.
- 2.2.2 The Customer shall have the right to request, and Empower shall make available, the Conditions of Service current at any moment in time.
- 2.2.3 The failure of Empower 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 Empower's right to assert or rely upon any such terms or rights in the future.
- 2.2.4 The Customer acknowledges and accepts that Empower shall have the right to adjust its rates and charges, at Empower's discretion, and/or when there is change in the cost of providing DCS.

2.3 Charges

- 2.3.1 **Installation Charge**
Empower will charge the Customer a one-time non-refundable installation charge for the supply of DCS.
- 2.3.2 **Demand Charge**
Empower will charge the Customer a Demand Charge in advance on a quarterly basis in each year of the Term at the prevailing rate.
- 2.3.3 **Consumption Charge**
Empower will charge the Customer on a monthly basis, in arrears, at the prevailing rate, a Consumption Charge per Ton Hour of Consumption based on actual use of DCS in the Building.
- 2.3.4 **Meter Maintenance Charge**
The Customer acknowledges and accepts that Empower has the right to charge the Customer a nominal Maintenance Charge per meter, at the charge rate in effect at the time, on a quarterly basis to cover the testing and maintenance of each meter installed in the Unit.
- 2.3.5 **Meter Transfer Charge**
The Customer acknowledges and accepts that Empower has the right to charge a new Customer 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 Customer.

2.4 Payment

- 2.4.1 Customer agrees to pay all charges, including but not limited to, the demand charges and consumption charges within the period specified on the invoice for at Empower'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 Customer is contingent upon payment of all charges due from the Customer. Failure by a Customer to settle an Invoice within fourteen (14) days after the Invoice was due shall give the right to Empower to suspend the supply of DCS to the Customer. Suspension of DCS will then only be lifted by Empower following cleared payment by the Customer of outstanding Invoices and any reasonable accruing financial costs. Empower at its sole discretion, may charge a reconnection fee, current at the time, for the resumption of DCS.

- 2.4.4 **Collection Costs**
Customer hereby agrees to pay the Empower's costs of collection, as often as such costs may be incurred, of any amounts which may become payable to the Empower for DCS but which are not paid when due. Such costs shall include, but not be limited to, fees charged by a collection agency, attorney's fees, and court costs.

- 2.4.5 **Security Deposit**
Customer understands and agrees that a security deposit may be required in an amount to be determined by Empower. When an account is closed, the deposit will be applied to any outstanding balance on the final bill. If there is a credit balance on the final invoice for the supply of DCS, a check for the credit amount or cash equivalent will be issued to the Customer.

2.5 Transfer of Service

DCS may be transferred by proper assumption of the payment responsibility by a Customer acceptable to Empower and upon completion of an application for service by another Customer. In the event that the Unit remains unoccupied, the Customer will remain responsible for DCS charges and the DCS account will remain in the Customers name until another Customer requests service or until the Customer 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 1.7 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 Empower, its officers, directors, employees, affiliates and agents, and any other person who serves at the request of Empower (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 Empower, or an Indemnified Person.
- 2.7.2 If Empower fails to deliver DCS in accordance with the terms and conditions of this Agreement due solely and directly to an act or omission by Empower or an Indemnified Person, other than those acts or omissions beyond their reasonable control as defined in Clause 1.7, then Empower's maximum liability will be to adjust the Demand 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 Empower or any Indemnified Person be liable to the Customer 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 customers, 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 Empower shall be reduced by the amount of any insurance recovery of the Customer.

2.8 Disclaimer of Warranties

- 2.8.1 Except as provided by Empower in writing, Empower disclaims, and the Customer 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 Empower does not warrant that the DCS will be uninterrupted.
- 2.8.2 The Laws and Regulations of Dubai shall govern the Agreement herein for the supply of DCS to the Customer.

2.9 Certification

Customer 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.

Customer Declaration

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

**Name of Authorized Signatory/
Customer**

**Signature of Authorized
Signatory / Customer**

**Empower's Authorized
Signature**