

## Sunseap Residential General Terms and Conditions

### 1. Definition

What these words mean in this Agreement:

"Act"	the Electricity Act, Code of Conduct for Retail Electricity Licensees or as applicable, as may be changed from time to time.
"Affiliate"	any related or associate company of Sunseap Energy Pte Ltd including their successors, assigns, employees and agents.
"Agreement"	the agreement between you and us comprising the Residential General Terms & Conditions, the Service Agreement, any documents referred to in these Terms & Conditions, any other documents applicable to the Services and any service agreement, application or order form, any other terms and conditions that you and we may have agreed or accepted from time to time.
"Charges"	all activation, connection, re-connection, subscription, usage, cancellation and administrative charges and other fees to be paid by you for or relating to the Services. The Charges will be in accordance with the rates as stated in the Agreement.
"Contestable Customer"	is 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 the Energy Market Authority of Singapore.
"Contract End Date"	The date as stated in the Service Agreement or such other date as may be notified in accordance to the terms of the Service Agreement.
"Contract Start Date"	The date as stated in the Service Agreement or such other date as may be notified in accordance to the terms of the Service Agreement.
"Default Supply Arrangement"	means the supply of electricity from the Market Support Services Licensee at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers
"EMA"	Energy Market Authority
"EMC"	Energy Market Company; licensed to operate the wholesale electricity market.
"SP Group"	Refers to Market Support Service Licensee ("MSSL"), which 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, which is a member of SP Group.
"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

## Sunseap Residential General Terms and Conditions

	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.
"Non-contestable" Customer"	is 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 the Energy Market Authority of Singapore.
Pricing and Payment Provisions	means the terms and conditions in this Agreement which address or provide for matters on pricing, security deposit and applicable charges, including early termination charges, late payment fees and treatment for over-charging or under-charging by us.
"Regulatory Authority"	EMA and/or EMC.
"Residential customer"	means a customer who enters into an Agreement with Sunseap.
"Retailer"	Retail electricity licensees (electricity retailers) are companies authorised by EMA to retail electricity to customers.
"Retailer of Last Resort Event"	means an event whereby a Retailer becomes unable or loses its right to retail electricity to its customers by virtue of one or more of the following events; <ul style="list-style-type: none"> <li>(i) revocation by the Authority, or expiry or non-renewal, of the Retailer's electricity license;</li> <li>(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;</li> <li>(iii) an order is made or resolution is passed for the winding up or liquidation of the Retailer;</li> <li>(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;</li> <li>(v) termination of the Licensee's Market Support Services Agreement by the MSSL</li> <li>(vi) termination of the Licensee's Retailer Use of System Agreement by the Transmission Licensee</li> </ul>
"Services"	any services or products or applications which we provide to you in connection with electricity sales or related services.
"Service Address"	the address at which we agree to provide the Services.
"SP Group"	refers to Market Support Service Licensee ("MSSL"), which 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

## **Sunseap Residential General Terms and Conditions**

	one electricity retailer to another. The current Market Support Service Licensee is SP Services Ltd, which is a member of SP Group.
"Sunseap Intellectual Property"	all copyrights, patents, trademarks, tradenames, logos, service marks and other intellectual property or proprietary rights in or related to us and any Service.
"Taxes"	any and all taxes, goods and services tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by you to us.
"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.
"Unauthorised Acts"	any tampering, modification, removal, destruction and/or damage of or to the meter & cabling, unauthorised connection to the meter & cabling, including without limitation, such connections that cause interruption, disruption, congestion in and to the meter & cabling or use of the Network for a purpose other than that of the reception of the Services according to the applicable terms and conditions governing the use of the Services.
"us" or "we" or "our"	Sunseap Energy Pte Ltd or any of its Affiliates and includes their successors, assigns, employees, billing agents and other agents.
"you" or "your"	the person who uses or intends to use the Services (including his or its successors and permitted assigns) and anyone appearing to us to be acting with that person's authority or permission.

### **2. General**

2.1 The current version of the Residential General Terms & Conditions may be found and updated at <http://www.sunseap.com/terms-conditions/residential>.

2.2 In the event of any conflict, ambiguity or inconsistency between the Residential General Terms and Conditions and the Service Agreement, the following order of precedence shall apply:

- 2.2.1 Service Agreement;
- 2.2.2 Residential General Terms & Conditions;

### **3. Eligibility for Services**

3.1 The Services are available only to residential customers for residential accounts.

3.2 For individuals, you must be at least 18 years old.

3.3 Only one (1) residential service address will be registered for every electricity plan.

### **4. Condition Subsequent**

## **Sunseap Residential General Terms and Conditions**

4.1 We shall start selling electricity to you, and you shall start buying electricity from us, on the Contract Start Date, provided that the following conditions are fulfilled:

4.1.1 It is established that you are found eligible as a Contestable Consumer;

4.1.2 Where applicable, your full payment of applicable Deposit as per Clause 8 and 21 herein; and

4.1.3 The establishment or administration of the processes or accounts by the relevant third parties required to enable you to purchase electricity from us has been completed, with conditions of such processes as set out below:-

4.1.3.1 We shall submit a service transaction request to the applicable Market Support Services Licensee to effect such transfer of your application to buy electricity from us in accordance with the procedures described in Section 8 of the Market Support Services Code; and

4.1.3.2 Where we are the party initiating the transfer, if the transfer of the Residential customer is not successful, we shall notify you in writing within 2 business days from the date we receive notification from the applicable Market Support Services Licensee that the transfer is not successful. Such notification by us shall include an indication of the next possible Contract Start Date or action(s) to be taken by you to make the transfer successful; or

4.1.3.3 Where we are the party initiating the transfer, if the transfer of the Residential customer is successful, we shall within 2 business days from the Contract Start Date notify you in writing that the transfer is successful.

4.2 If all of the conditions set out in Clauses 3 and 4 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.

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

5.1 During the Term of Agreement:

5.1.1 We agree to sell, and you agree to buy, all electricity consumed at Service Address

5.1.2 You shall not buy electricity from any person other than us for use at the Service Address unless we agree in writing otherwise; and

## **6. Power Grid and Metering**

6.1 The amount of electricity consumed at the Service Address shall be measured by the electricity meter(s) installed at the Service Address. Unless otherwise notified, these meter(s) are the property of the applicable market support services licensee and you shall not tamper or interfere with such meter(s) in any way. You 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). You acknowledge and agree that such market support services licensee, and not us, have 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.

## **7. Services**

## **Sunseap Residential General Terms and Conditions**

- 7.1 We will provide the Services in accordance with the Agreement to you under a single Service Address, in accordance with the particulars set out in the relevant service agreement or work order, unless this Agreement is terminated in accordance with the provisions of this Agreement.
- 7.2 Unless otherwise permitted by us in writing, the Services under the Agreement will be provided to you at the Service Address and you may access and use the Services from and at the Service Address only.
- 7.3 You may request for us to change, from time to time, the service particulars set out in the relevant Agreement, subject to our confirmation and payment of a standard administrative fee chargeable by us according to Clause 20 of Residential General Terms & Conditions. In the event of such change, the Service fees payable and the service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised Service fees pursuant to this Agreement.
- 7.4 Commencement and fulfillment of any Services under the Service Agreement shall be subject to Residential General Terms & Conditions.

### **8. Charges and Payment**

- 8.1 Subject to any Applicable Laws, you shall be liable for all obligations and liabilities arising from or connected with electricity sales or supplies or related services to the Service Address and/or for the period prior to the Contract Start Date, including without limitation, any amount claimed by any Market Support Service Licensee or Retailer (other than us) including any former Market Support Service Licensee or Retailer, any fines and interest and any amounts resulting from any corrections for any reason hereinafter 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 you shall pay to us any amount that have been invoiced to us which relates thereto.
- 8.2 The quantity of electricity used and/or consumed (“Quantity of electricity”) at the Service Address shall be determined on the basis of metering data, including any estimated metering data, for such Service Address as advised by the applicable Market Support Service Licensee.
- 8.3 Unless otherwise stated, all amount mentioned herein as payable by you are inclusive of goods and services tax (if any). For any amount mentioned herein as payable that are exclusive of goods and services tax and the retailer may add to such amounts, and you shall pay, such tax at the rate applicable thereto from time to time. Any Government fees or taxes that are not imposed directly on us based on your electricity consumption shall not be itemised in your Agreement or electricity bill.

#### **8.4 Deposit**

- 8.4.1 We may, at our sole discretion, request for you to provide us with Deposit for any or all of your obligations in connection with or arising from this Agreement. In such an event, you shall promptly provide us with said Deposit. You shall not be entitled to, and we are not liable to pay, any interest on any Deposit provided by you to us.
- 8.4.2 Where Deposits are collected, we may at our sole discretion revise from time to time the Deposit Amount by giving written notice to you so long as the requested Deposit Amount does not exceed two (2) times your average monthly invoice and in the event when such revision results in:
- 8.4.2.1 an increase in the Deposit Amount, you must provide such additional or replacement Deposit, as the case may be, for such revised Deposit Amount, within fourteen (14) calendar days of the date of receipt of such notice; or
- 8.4.2.2 a decrease in the Deposit Amount, you may obtain from us a refund of part of any cash deposit that reflects the decrease in the Deposit Amount and we shall, when requested by

## **Sunseap Residential General Terms and Conditions**

you, return the excess amount to you within thirty (30) calendar days of the date of receipt of such notice.

8.4.3 Where Deposits are collected, we may, at any time, without prior notice to you, realise or apply the whole or any part of the Deposit provided by you to us to partially or totally discharge any or all your payment obligations in connection with or arising from this Agreement. The following provisions also apply:

8.4.3.1 Any remaining Deposit in the hands of us after the expiry or termination of the Agreement, provided that the Agreement has not been extended, shall be refunded to you, within one (1) month from your payment of the final invoice issued by us.

8.5 Where Deposits are collected, we may, at our discretion, use this deposit at any time as we deem appropriate to offset any outstanding Charges and any amounts due under any of your accounts with us. Any remaining balance will be refunded to you without interest after this Agreement is terminated and you have paid all outstanding amounts due, accruing or payable to us. A deposit does not relieve you from your obligations to pay any Charges, nor does it constitute a waiver of our rights to suspend, disconnect or terminate any Service due to non-payment.

### **9. Billing**

9.1 You will be billed for the quantity of electricity consumed under the respective Agreement(s) in accordance with this Residential Plan Terms & Conditions, at monthly intervals or such intervals as may be approved by us.

9.2 If you are late in paying or do not pay a bill for any Service, we may, at our discretion terminate any of the Services that we provide to you and charge you administrative fees and/or late payment interest on the outstanding amount at 1.5% per month from the date the outstanding amount was due and payable and calculated on daily basis. In addition, we may, at our discretion, also require you to pay on demand all sums due under any other agreements or accounts you have with us. If we claim against you for failing to pay any bill, you are liable for all our legal, administrative and other costs.

9.3 Upon the expiry of the Agreement where such Agreement has not been automatically renewed in accordance to the provisions herein or upon the termination of the Agreement, we shall issue you the final invoice within 12 business days from the date we receive the relevant invoice from the Market Support Services Licensee. If for any reason, the final invoice cannot be issued within such period, we shall within that same period notify you of the expected date of issuance of the final invoice.

9.4 Billing and payment disputes: If you wish to reasonably dispute any amount in your bill, you are still liable to pay us all Charges. We will investigate any such dispute and facilitate resolution of metering disputes between SP Services and you where applicable and we shall provide a written response to you within 30 days from the day we were notified of such dispute. If the dispute is resolved in our favour, you must pay us the disputed amount and all costs incurred in recovering the amount. We may charge you interest on the outstanding amount at 1.5% per month from the date the outstanding amount was due and payable and calculated on a daily basis. If we agree there is a mistake in your bill, we will adjust your next bill accordingly. If you have paid a bill for a post-paid Service and subsequently choose to contest it, any such dispute must be raised by you in writing to us not later than 2 years from the date of that bill. If you have paid for a bill for a pre-paid Service and subsequently choose to contest it, any dispute must be raised by you in writing to us not later than 2 years from the date of your payment.

### **10. Undercharging and Overcharging**

10.1 If we undercharge you for any reason (including where the meter is found to be defective), we would require you to make a correcting payment and we may offer the option to make the correcting payment

## **Sunseap Residential General Terms and Conditions**

by instalments. The extended time to pay will match the amount of time we have undercharged for. No interest will be levied on the amount undercharged.

- 10.2 If we overcharge you for any reason (including where the meter is found to be defective);
- 10.2.1 where you have been overcharged, we will inform you within seven (7) working days from the date we are aware of the overcharge and proceed to credit the amount to your upcoming billing invoice.
- 10.2.2 No interest will be charged on the overcharged amount.

### **11. Outstanding Credit Balance**

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

### **12. Treatment of U-Save Rebate**

- 12.1 U-Save Rebates is part of the “GST Voucher – U-Save” scheme introduced by the Government of Singapore for eligible residential customers to offset their utilities bills.
- 12.2 In the event that the we are able to claim such rebates from SP Group on your behalf in respect of any Agreement for any period, the amount of the rebates claimed in respect of such period shall be reflected in the bill(s) issued to you under such Agreement for such period, and set off against the amounts payable under such bill(s).

### **13. Term of Agreement**

- 13.1 This Agreement shall be valid and in effect on and from the Contract Start Date and shall, unless terminated earlier in accordance with the terms of this Agreement, remain in full force and effect until the Contract End Date. This Agreement may be automatically renewed subject to our written offer of such automatic renewal and the conditions set out below at Clause 13.2 to Clause 13.6. In any event, upon the expiry of the Agreement, you shall have the express right not to proceed with the renewal of this Agreement. We reserve the right to revoke any written option to renew the Agreement at any time before it has been exercised by you.
- 13.2 At least 10 business days before the Contract End Date, we will send a notice alerting you of the following:
- 13.2.1 The approaching Contract End Date; and
- 13.2.2 Whether we are offering to automatically renew the Agreement.
- 13.3 In the event we are offering to automatically renew the Agreement, the notice referred to in Clause 13.2 will further include the following:
- 13.3.1 That unless we receive a written notice from you by the date referred to in Clause 13.3.4 not to renew the existing Agreement; this agreement will renew automatically after the Contract End Date;
- 13.3.2 Any updated version of terms and conditions and Pricing and Payment Provisions applicable to this Agreement should the Agreement be automatically renewed;
- 13.3.3 the option(s) available to you to purchase electricity from another Retailer or the applicable Market Support Services Licensee after the expiry of the Agreement, should you elect not to renew the Agreement or not proceed with any automatic renewal of the Agreement;
- 13.3.4 the deadline by which you need to provide written notice to us on your selection of whether you elect not to proceed with automatic renewal of the Agreement on the terms and conditions of

## **Sunseap Residential General Terms and Conditions**

renewal referred to in Clause 13.3.2 above upon expiry of the Agreement, and where applicable, your selection of one of the options referred in the above Clause 13.3.3; and

13.3.5 the mode of communication through which you may inform us of your selected option referred in above Clause 13.3.4.

13.4 In the event we are offering to automatically renew the Agreement and have sent you the Notice referred to in Clause 13.2 but we do not receive your written notice informing us of your option not to renew the existing Agreement referred in the above Clause 13.2 by the date referred to in Clause 13.3.4 before the stated Contract End Date, the Agreement shall be automatically renewed and the duration of the Agreement and Plan Type upon automatic renewal shall be the same as the terms and conditions and Pricing and Payment Provisions referred to in 13.3.2.

13.5 In the event we are offering to automatically renew the Agreement and have sent you the Notice referred to in Clause 13.2 and where you give us notice in writing of your option not to proceed with automatic renewal of the Agreement on the terms and conditions referred to in Clause 13.3.2, but fail to inform us in writing by the date referred to in Clause 13.3.4 above of your selected option in Clause 13.3.3, we can deem that you have agreed to purchase electricity from the applicable Market Support Service Licensee under the Default Supply Arrangement with effect from the date immediately following Contract End Date. We shall not transfer (or seek to transfer) you to another person or company who is not a Retailer.

13.6 Where the Agreement has been automatically renewed in accordance to Clause 13.3 above, you 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 you give us prior notice in writing of at least 1 month before the date that you want to terminate.

13.7 In the event we are not offering to renew the Agreement, the notice referred to in Clause 13.2 will further include the following:

13.7.1 The option(s) available to you to purchase electricity from another Retailer or the applicable Market Support Services Licensee after the expiry of the Agreement;

13.7.2 the deadline by which you need to provide written notice to us on your selection of one of the options referred in the above Clause 13.7.1; and

13.7.3 the mode of communication through which you may inform us of your selected option referred in above Clause 13.7.1.

13.8 In the event you fail to inform us in writing by the date referred to in Clause 13.7.2 above of your selected option in Clause 13.7.1, we can deem that you have agreed to purchase electricity from the applicable Market Support Service Licensee under the Default Supply Arrangement with effect from the date immediately following Contract End Date. We shall not transfer (or seek to transfer) you to another person or company who is not a Retailer.

## **14. Termination**

14.1 Without prejudice to any rights either Party may have against the other Party under this Agreement for any antecedent breach of this Agreement and subject to the provisions of this Clause 14, your subscription to the Services may be terminated in the following manner unless otherwise agreed in writing by you and us:-

14.1.1 Termination by you giving us prior notice of at least 1 month before the date that you want to terminate; or

## **Sunseap Residential General Terms and Conditions**

14.1.2 Termination by us giving you prior notice of at least 10 business days' notice in writing.

14.1.2.1 Our notification shall inform you of the following:

- (a) the effective date of the termination of the Agreement;
- (b) the reason for termination;
- (c) the option(s) available to you to purchase electricity from another retailer or the applicable Market Support Services Licensee after the termination of the Agreement;
- (d) the deadline by which you need to provide written notice to us on your selection of one of the options referred in Clause 14.1.2.1(c);
- (e) any late termination and applicable charges payable by you to us; and
- (f) the mode of communication through which you may inform us of your selected option referred in above Clause 14.1.2.1(c).

14.2 This Agreement may be terminated by us in the event of any of the following:

14.2.1 If you have breached any of the terms and conditions of this Agreement or any other agreement(s) you have with us and, (i) the breach is not capable of remedy; or (ii) in any case, fail to remedy such breach within five calendar days after being served with such a written notice from us describing the breach and requiring it to be remedied;

14.2.2 If you fail to pay any amount due and payable to us under the Agreement or fail to provide Deposit in accordance with this Residential General Terms & Conditions and the Agreement;

14.2.3 You have become or threaten to become bankrupt or insolvent, or die;

14.2.4 You make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;

14.2.5 The equivalent of any of the events referred to in paragraph 14.2.3 and 14.2.4 above under the laws of any relevant jurisdiction occurs to you;

14.2.6 You provide incorrect, false or incomplete information to us;

14.2.7 The requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;

14.2.8 If you, in our reasonable belief, have committed theft of electricity;

14.2.9 If you are likely to create imminent harm to our provision of Services, or to defraud us, or are likely to create imminent hard or are abusive to our personnel;

14.2.10 If the Service Address or the building within which the Service Address is located is or has been disconnected from the Market Support Services Licensee for any reason whatsoever; or

14.2.11 For any reason beyond our control (including loss of any license, way-leave or easement, requirements of any governmental or regulatory authority including the Energy Market Authority of Singapore or orders by the court and failure to deliver by a third-party supplier) we are unable to provide any of the Services; and

14.2.12 Retailer of Last Resort Event ("RoLR Event").

Without prejudice to our rights to damages for any antecedent breach by you of this Agreement, we reserve our right to terminate this Agreement and impose early termination charges compensation on you as per Agreement for any breaches referred in Clause 14.2.1, 14.2.2, 14.2.3, 14.2.4, 14.2.5, 14.2.6, 14.2.8 and 14.2.9.

## **Sunseap Residential General Terms and Conditions**

- 14.3 In the event when we suspect that you are using or allowing any of the Services to be used for fraud, misconduct or any other illegal or improper purposes, we will refer this to the relevant authorities without notice to you and comply with directions or guidelines issued by them without further reference to you.
- 14.4 If this Agreement is terminated:-
- 14.4.1 without prejudice to Clauses 14.2 and 14.4, all sums due, accruing to or payable to us in respect of the Agreement up to the date of termination, become immediately due and payable to us;
- 14.4.2 where you fail to inform us in writing by the date referred to in Clause 14.1.2.1(d) above of your selected option, we can deem that you have agreed to purchase electricity from the applicable Market Support Service Licensee with effect from the date immediately following the effective date of termination of the Agreement at the Default Supply Arrangement;
- 14.4.3 the deposit, where applicable, will be refunded to you according to Clause 8 of Residential Terms & Conditions.
- 14.5 Upon the occurrence of a RoLR Event, unless there is a valid customer transfer request for you to obtain electricity supply from another Retailer prior to the Default Supply Effective Date, you will be transferred to purchase electricity from the Market Support Services Licensee under the Default Supply Arrangement with effect from the date on which the Market Support Services Licensee successfully transfers you to a Default Supply Arrangement. The physical supply of electricity to you will not be affected despite the occurrence of the RoLR Event.
- 14.6 Except as permitted in Clauses 14.2.12 and 14.4.2, we shall not transfer you to another Retailer without your written consent.

### **15. Limitation**

- 15.1 The Services are provided on an “as is” and “as available” basis and you agree and accept that you use the Services or rely on any Content obtained through the Services at your sole risk. We disclaim 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 you from us or through the Services will create any warranty nor expressly made in this Agreement.
- 15.2 We do not generate, transmit or distribute or control the supply of electricity and accordingly we shall not be liable to you or your property or to anyone relying on the supply of electricity for any loss, damage, cost or expense which you may have incur or suffer in connection with the supply of any electricity to the Service Address or any fluctuation, surge, dip, reduction, failure or interruption to such supply, howsoever caused. To the maximum extent permissible under the Applicable Laws, we shall not in any event have any liability to you for any indirect, special or consequential loss (including loss of profit, business, goodwill or any economic loss), arising or in connection with this Clause 15 of this Agreement.
- 15.3 Under no circumstances will we 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.
- 15.4 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 Clauses 15.2 to 15.3 above, 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:
- 15.4.1 the lower of your preceding month's Charges applicable to the Services in question or S\$1000 /- for any event or for any series of connected events; or
- 15.4.2 the lower of your preceding 12 months' Charges applicable to the Services in question or subject to no more than S\$2,000/- in any 12 months period

## **Sunseap Residential General Terms and Conditions**

15.4.3 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).

15.4.4 We or any of our Affiliate, may perform any of its obligations or exercise any of its rights under this Agreement by itself or through any other Affiliate. However, any act or omission of any such other Affiliate, is deemed the act or omission of the party providing the Services.

15.4.5 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.

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

### **16. Indemnity**

You must indemnify us, our Affiliates, employees, directors and agents in full against all claims, damages, losses, liabilities, claims, costs, expenses, demands and actions resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

### **17. Intellectual Property**

17.1 You will not acquire any right in any and all our Intellectual Property and all such property will remain at all times with us or our licensor(s).

17.2 You will not use or permit the use of our Intellectual Property except for the purposes contemplated by the Services provided to you or as permitted by us.

### **18. Conclusiveness of Record**

18.1 In the absence of fraud or manifest error, subject to this Agreement, all our records relating to the Services are conclusive evidence of the accuracy, completeness and truth of all matters stated in them.

### **19. Communication and Notices**

19.1 Without prejudice to Termination Clause above, notices or bills to you under this Agreement will be deemed given if sent by post, fax or email to your contact details in our records. If there is any change in these details, you must inform us immediately in writing.

19.2 You are deemed to have given your consent to receive from us and our advertisers any offer and/or marketing/promotional information or notices (whether by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of communication) relating to any of the Services or our advertisers' products or services from time to time unless you notify us otherwise, and such offers, information and notices shall not be deemed to be unsolicited.

19.3 You acknowledge and agree that responses from us via the Customer Support Service may take longer due to high volumes of enquiries during peak periods. We reserve the right to direct you to other forms of Customer Support Service, at our sole discretion and subject to the availability of our resources.

### **20. Additions, Changes & Cancellation**

20.1 Unless otherwise stated or otherwise agreed, you may apply for any applicable additional Services or request for changes to be made to existing Services verbally through our customer service, in writing, by fax or post or electronically.

20.2 There may be a Charge if you cancel or change any order or Services.

## Sunseap Residential General Terms and Conditions

20.3 Without prejudice to the foregoing, the following standard fees are applicable in respect of the relevant Services under the Agreement:

Deposit	As stated in the Service Agreement
Late Payment	1.5% per month from the date the outstanding amount was due and payable and calculated on daily basis.
Paper Bill	\$1.60 per month to receive a hard copy bill
Administration Fee (Plan Termination) <i>applies to non-contract plans only</i>	\$26.75
<b>Ad-Hoc Third Party Charges by SP Group (where applicable)</b>	
Relocation	\$10.70 for each application \$10.70 for cancellation of each application
Transfer of Ownership	\$10.70 for each application \$10.70 for cancellation of each application
SP electricity account closure	\$10.70 for each application \$10.70 for cancellation of each application
Special Meter Read (i.e. Outside SP Group scheduled meter read)	\$21.40 per special meter read request
AMI Meter Installation	\$42.80 per meter installation

Note:

- All prices stated in Clause 20.3 are inclusive of 7% GST.
- Third party charges are subject to change in accordance with the rates published from time to time by SP Group. These ad-hoc charges are imposed by SP Group and are directly passed-through to the customer.

20.4 Subject to the relocation charges in Clause 20.3, you may relocate your electricity account to a new Service Address in the event of your relocation to a Service Address within Singapore by giving us prior notice of at least 1 month before the date that you want to transfer the electricity account at your existing Service Address back to SP Group or the supply cut-off date for the said electricity account at your existing Service Address, whichever applies. The term of your Agreement shall remain unchanged, in full force and effect, until the Contract End Date and shall continue from the date your electricity account is transferred in to your new Service Address from SP Group, with a maximum break of no longer than 1 month for the purpose of facilitating the transfer of your electricity account to the new Service Address from SP Group.

20.5 We may, at our discretion, waive all or any applicable charges, as part of any ongoing promotion or otherwise.

20.6 We may from time to time, change any of these Residential General Terms & Conditions. We will not make any amendment to any Pricing and Payment Provisions and/or the term of the Agreement unless such amendment pertains to any new imposition, addition or change to the charges, fees, expenses, or costs being imposed or levied by the Regulatory Authority, SP Group, the Transmission Licensee, or other competent authority, or pursuant to any change in law (other than income tax, fines or penalties). Should we determine that there is any increase (whether direct or indirect) in the cost of our provision of any services or products to you under or in connection with this Agreement, we shall be entitled to charge you such additional amount which we certify is necessary to compensate us for the increased cost. We shall notify you at least 10 business days before such additional charges take effect. You agree that the display of the revised Terms & Conditions on our website will constitute notice of all other changes. Your continued use of any Services under the Agreement will constitute acceptance of these Residential General Terms & Conditions and the amendments thereof.

20.7 Without limitation, you acknowledge that modifications may be made to the Act from time to time by the Regulatory Authority. You agree to be bound by any applicable modification(s) made to the Act from time to time unless the Regulatory Authority, when publishing the modification(s), specifies that this is not to be the

## **Sunseap Residential General Terms and Conditions**

case. We shall promptly notify you of any modifications that may be made to the Act from time to time by the Regulatory Authority.

### **21. Force Majeure**

21.1 Subject to the provisions of this clause, we shall not be liable to you 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 we shall only be excused from performance pursuant to this clause:

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

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

21.2 Where we invoke a Force Majeure Event, we shall give notice to you 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 we become 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 our performance of our 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 our performance of its obligations under this Agreement.

21.3 For the purposes of this Clause 21, "Force Majeure Event" means any event or circumstance, or combination of events or circumstances which is beyond our reasonable control and which results in or causes the failure of us 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 us through the exercise of diligence and reasonable care.

### **22. Assignment**

22.1 You may not assign, novate or transfer any of your rights and/or obligations under this Agreement without our prior written consent. We may assign, novate and/or transfer all or part of its rights and/or obligations under this Agreement to any party upon notice to you.

22.2 We may sub-contract any of its obligations hereunder without your consent.

### **23. Our Notification to Market Support Services Licensee**

23.1 You hereby authorise and permit us to notify the applicable Market Support Services licensee that you will commence to purchase electricity from us as of the Contract Start Date.

23.2 We are required by the Authority to transfer your contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the Market Support Services Licensee.

### **24. Miscellaneous Provisions**

24.1 Non-waiver: No failure or delay by us to exercise or enforce any of our rights under this Agreement will operate as a waiver of such rights nor will such failure or delay in any way prejudice or affect our right at any time thereafter to act strictly in accordance with our rights under this Agreement.

24.2 Confidentiality: You 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 us which is acquired from or provided by us and/or any of our 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.

## **Sunseap Residential General Terms and Conditions**

- 24.3 Entire Agreement, Severability and No Third Party Right: This Agreement contains the whole agreement between you and us with respect to the subject matter herein and there are no agreements, understandings, promises, conditions or terms, oral or written, express or implied, including those you may issue, concerning the subject matter herein which are not merged into this Agreement and superseded thereby.
- 24.4 This Agreement shall be governed by the laws of Singapore and you and we have agreed to be bound by the exclusive jurisdiction of courts of Singapore.
- 24.5 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 us under the Act.
- 24.6 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 we were made aware of the dispute then both parties may submit the dispute to a mediation centre selected by the submitting party for resolution. The disputes, controversies or differences shall be referred within 30 days from the time they arose, in accordance with the Mediation Procedure set out by the mediation centre selected by the submitting party 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. Where any dispute involves the applicable Market Support Services Licensee or Transmission Licensee, we shall use our reasonable endeavours to facilitate resolution of such dispute between you and the applicable Market Support Services Licensee or Transmission Licensee (as the case may be).
- 24.7 Sunseap Personal Data Protection Policy: You confirm your agreement to the Sunseap Privacy Policy, which may be found at <http://www.sunseap.com/privacy>.