

AQUACOOOL END-USER AGREEMENT

LIVING LEGEND HERCULES

The Conditions set forth are with respect to the District Cooling Energy Service (DCES) supplied by the DCES Provider at the address indicated herein. The Customer agrees to the following Terms and Conditions:

1.0 Definitions

- 1.1 **"Service Provider" or "Aquacool"** means Aquacool Metering LLC, the appointed Service Provider for Chilled Water Management Services at the building.
- 1.2 **"Customer"** means the natural or legal person set out in this Agreement.
- 1.3 **"Tenant"** means the Tenant and/or occupant of the Unit.
- 1.4 **"Owner"** means the freeholder of the Unit's title or the holder of long term leasehold rights.
- 1.5 **"Party"** refers to the Service Provider, the Customer, the Tenant, or the Owner.
- 1.6 **"Building Management"** person or firm appointed to manage the daily operations of the property.
- 1.7 **"Unit"** means for the purpose of this Agreement a defined part of a building, e.g., studio, apartment, villa, bungalow, commercial premises or similar accommodation at the address described in the Agreement.
- 1.8 **"Ton"** is a unit of refrigeration equivalent to 12,000 BTUs (British Thermal Units) per hour.
- 1.9 **"Ton-Hour"** is a unit of refrigeration or cooling energy.
- 1.10 **"Declared Load"** means the charge levied upon the Customer by the DCES Provider for supplying connectivity to the DCES which shall be calculated on the basis of the Unit Capacity Tonnage at the prevailing Declared Load rate and shall be paid on a quarterly basis and in advance.
- 1.11 **"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.
- 1.12 **"Consumption Charge"** means the monthly charge to the Customer by the DCES Provider for the Ton-Hours used in the preceding month as measured by the Metering Equipment and calculated at the prevailing Consumption Charge rate.
- 1.13 **"Force Majeure"** means any cause affecting the performance of this agreement arising from or attributable to:
 - i. an act of God;
 - ii. storm, floods or other usually severe weather conditions, earthquakes, natural disasters, explosions or fire;
 - iii. strikes, work stoppages, work slowdowns or other labour actions (other than those involving employees of the Party affected thereby);
 - iv. acts of war (whether declared or undeclared), invasion, acts of terrorism, riot or sabotage;
 - v. intervention by government / relevant authority; and
 - vi. Change in law.
- 1.14 **"The DCES Provider"** means the company, or its appointed management representative, holding the concession for that designated area or rights to that nominated building and it is being contracted for the bulk supply of chilled water services exclusively.

2.0 Terms and Conditions

2.1 Standard Conditions of Service (DCES)

This agreement legally binds the under signatory with the Service Provider

- 2.1.1 The Customer agrees at all times to conform and abide by the Standard Conditions of the Service Provider.
- 2.1.2 The term of this Agreement will commence on the date the Customer took ownership or possession of the unit, whichever is earlier.
- 2.1.3 The Customer shall have the right to request, and the Service Provider shall make available, the Conditions of Service current at any particular time.
- 2.1.4 The Service Provider shall comply with the obligations specified in this Agreement.
- 2.1.5 **The failure of Service Provider to strictly enforce 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 the Service**

Provider's right to enforce or rely upon such terms or rights in the future.

- 2.1.6 The Customer acknowledges and accepts that Service Provider shall have the right to adjust its charges, and these charges shall be no more than the published Consumer Price Index (CPI) inflation rate in Dubai.
 - 2.1.7 The Customer acknowledges that the Consumption Charge rate is outside the Service Provider's control and may be adjusted in line with the rates of the DCES provided to the building.
 - 2.1.8 **Access to the Unit:** The Customer will grant safe and unobstructed access to the Unit to any legitimate representative of the Service Provider or any associated company to inspect the meter or any other part of the chilled water system.
- ### 2.2 Charges
- 2.2.1 **Declared Load (Capacity Charge)**
Declared Load will typically be invoiced "quarterly in advance" at the prevailing rate set by the DCES Provider.
 - 2.2.2 **Consumption Charge**
Service Provider 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 usage of DCES in the Unit.
 - 2.2.3 **Fuel Surcharge**
A variable fuel surcharge from DEWA at the prevailing rate will be charged every month.
 - 2.2.4 **Other Charges**
If the services have been penalized and/or disconnected the Customer will pay a disconnection, reconnection and penalty charge as per the amount set out in the "Schedule of Fees" for each event or occurrence. The Customer's liability to pay such reconnection charges is without prejudice to any other rights and remedies which the Service Provider may be entitled to exercise.
 - 2.2.5 The Customer understands and agrees that, in certain circumstances, which will be advised separately, the above charges may, at the request of the Building Management, be retrospectively charged to a date specified in that advice.

2.3 Maintenance

Maintenance of BTU meters is under the scope of the Service Provider.

2.4 Invoicing and Payment

- 2.4.1 The Customer agrees to pay all charges including, but not limited to the declared load and the Consumption Charges. Please refer to the "Schedule of Fees" for details of applicable charges.
- 2.4.2 At times, the Service Provider has the right to send invoices to the Customer based on estimated consumptions. The maximum period of estimated invoices shall not exceed 3 (Three) billing cycles.
- 2.4.3 The Customer shall settle in full the amount invoiced on or before the payment date stated on the monthly invoice even if an invoiced amount is in dispute or the accuracy of the metering equipment is in dispute.
- 2.4.4 The Unit Owner/Tenant remains responsible for all charges during the period the Unit is vacant and/or the account remains in the name of the Unit Owner/Tenant. In all cases the Unit Owner remains jointly responsible for any non-payment with the Tenant and in the event that payment for DCES is not made, the Unit Owner along with the Tenant, if the Unit is leased, are responsible for any unpaid balance on the account and all disconnection and/or reconnection charges if the service is disconnected.
- 2.4.5 The provision of DCES to a Customer is contingent upon payment of all charges due from the Customer. The payment date for each monthly invoice shall be the date identified as 'due date' on the relevant monthly invoice. Failure

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by a Customer to settle an invoice within fourteen (14) days of submission of the relevant invoice will result in the Service Provider giving a notice of non-payment to the Customer. After seven (7) days of issuing the notice, a final reminder in the form of a disconnection notice will be sent in case of non-payment.

2.4.6 The Customer shall pay a late payment charge in accordance with the applicable rate for any delay in payment without reasonable excuse. If such non-payment continues for more than fourteen (14) days after the due date, the Service Provider is entitled to disconnect the supply of DCES to the Unit until all amounts owing to the DCES Provider and the Service Provider are paid in full.

2.4.7 Disconnection

In the event of disconnection of DCES, Service Provider shall be entitled to charge a disconnection/reconnection fee as per the "Schedule of Fees" outlined in this Agreement. The Service Provider will suspend DCES in the event the request is made by a legal authority, such as: a court order, regulatory supervisory bureau, building owner, or any other authority.

2.4.8 The Customer agrees to pay the Service Provider the costs of collection, as often as any such costs may be incurred, of any amount which may become payable to the Service Provider for Cooling Services but which are not paid when due. Such costs shall include, but not be limited to, charges by any collection agency, legal fees, and court costs.

2.4.9 **Security Deposits**

2.4.8.1 The Customer (both Tenant and Owner) acknowledge and agree to pay an initial refundable deposit.

2.4.8.2 In case the Customer has failed to perform any of their obligations mentioned in this Agreement or failed to pay any overdue amount and/or invoice within fourteen (14) days from the due date, then the Service Provider would be entitled to fulfil such breach or settle the due amount from the above said deposit, subject to the Client's instructions or as deemed fit to the Service Provider. The DCES services will remain disconnected until the Customer reinstitutes the deposit to its original amount within seven days on receipt of notice from the Service Provider.

2.4.8.3 In case the Customer has failed to reinstitute the deposit to its original amount within the said period, Service Provider shall add such required amount to the next monthly invoice. If Service Provider deducts the amount from the deposit in accordance with Paragraph 2.4.8.2 above, and the balance of the deposit is reduced to zero. Service Provider shall only be required to resume DCES provision after Customer has:

- a) Paid all due amounts, invoices, and fines.
- b) Reinstated deposit full amount.
- c) Paid the disconnection and reconnection fees.

2.5 Transfer of Service

The services covered in this agreement may be transferred only after the Tenant settles all outstanding amounts on the account. When the tenant leaves the unit, the Landlord/Owner will continue to be responsible for Cooling Energy Service charges until a new tenant moves into the unit or the unit is transferred to a new owner.

2.6 Limitation of Liability and Indemnity

2.6.1 Service Provider, its officers, directors, employees, affiliates and agents will not be liable for any personal injury, loss or damage to property, or any loss of life arising from the service provided under this contract.

2.6.2 The Customer acknowledges that Service Provider is not responsible for the supply of chilled water to the Building in which the Unit is located and cannot be held responsible for any failure of such supply.

2.6.3 The Customer shall indemnify and hold Service Provider harmless of any claims, damages and losses arising out of – or in connection with – the Customer's failure to comply with the terms of this Agreement. In no event will Service Provider be liable for any direct, indirect, special or consequential losses of any kind including, but not limited to, loss of revenue or anticipated profits.

2.7 Force Majeure

In the case of a Force Majeure, the Party affected shall not be held liable for any failure or delay for the period that such failure or delay is due to causes beyond its reasonable control.

2.8 Termination of Service

If a Unit is sold/leased without the Service Provider issuing a non-objection certificate, the Owner and/or the Tenant will remain responsible for all charges up until the date a new Owner/Tenant registers with the Service Provider and signs a new Agreement.

2.9 Privacy Policy

Subject to applicable laws, the Service Provider promises not to disclose the Customer's information to any other person or entity.

2.10 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.

2.11 Compliance with the Laws

The Customer warrants that it shall comply with all applicable laws at all times during the term of this Agreement.

2.12 E-Signature

The Customer and Service Provider acknowledge and agree that the use of an e-signature shall signify acceptance to be bound by the terms of this Agreement as though the Customer or Service Provider had signed an original copy of this Agreement and that such e-signature shall constitute a validly binding Agreement between the Customer and Service Provider.

Customer Statement

I/We state that, the information provided is verified and accepted by me. I/We hereby agree to the terms and conditions set forth in this Agreement and all its annexes I/We hereby agree that if an e-signature is used to sign this Agreement, it shall be a valid and true signature of the Signatory.

Customer Name		Customer Name (Co-Signatory)	
Customer Signature		Customer Signature (Co-Signatory)	
Signatory On behalf of Service Provider			

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Annex 1- Registration Form

Property Details					
Project Name:				Phase/Sector:	
Building Name:				Unit Type:	
Unit No:					
Customer Information					
First Name:				Last Name:	
ID Number:					
ID Type:				ID Expiry Date:	
Tenancy Contract Start Date:				Tenancy Contract End Date:: (if applicable)	
Trade License No: (if applicable)				Trade License Expiry Date:: (if applicable)	
Company Name: : (if applicable)				P.O. Box:	
Address (Street /Area):					
Emirate:				Landline:	
Mobile (1):				Mobile (2):	
Email Address (1):					
Email Address (2):					
Customer Statement					
<p>I/We state that, the information provided is verified and accepted by me. I/We hereby agree to the terms and conditions set forth in this Agreement and all its annexes. I/We hereby agree that if an e-signature is used to sign this Agreement, it shall be a valid and true signature of the Signatory.</p>					
Customer Name				Customer Name (co-Signatory)	
Customer Signature				Customer Signature (co-Signatory)	
Signatory On behalf of Service Provider					

Notes:

For documents that should be submitted along with registration and applicable registration fees, service charges, and rates, please refer to relevant annexes below

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Annex 2 – Required Documents and Registration Methods

In order to register with Aquacool and receive chilled water (AC) services, the following documents are required:

- Signed End-User Agreement (hard copy or through our web portal)
- Signed Aquacool registration form (hard copy or through our web portal)

For customers registering with Aquacool as individuals, the customer should sign the above mentioned documents. For corporate customers (companies), the documents should be signed by the authorized representative assigned by the company through a Power of Attorney (POA)

In addition to the above, the following documents are required, depending on the type of customer:

<u>For a Tenant (Individual)</u> <ol style="list-style-type: none"> 1. Tenancy contract 2. Ejari certificate 3. Passport copy 4. Visa copy 5. Emirates ID copy 	<u>For an Owner (Individual)</u> <ol style="list-style-type: none"> 1. Title deed 2. Passport copy 3. Visa copy 4. Emirates ID copy
<u>For a Tenant (Company)</u> <ol style="list-style-type: none"> 1. Tenancy contract 2. Ejari certificate 3. Trade license copy 4. Power of attorney 5. Passport copy of authorized signatory 6. Visa copy of authorized signatory 7. Emirates ID copy of authorized signatory 	<u>For an Owner (Company)</u> <ol style="list-style-type: none"> 1. Title deed 2. Trade license copy 3. Power of attorney 4. Passport copy of authorized signatory 5. Visa copy of authorized signatory 6. Emirates ID copy of authorized signatory

There are two ways to register:

1. Online registration: Kindly visit <https://aquacool.me/>; you will be asked to fill in your details, upload the required documents, and pay the registration fees and deposit
2. Manual registration: please fill the provided Registration Form along with the required documents and fees. You may collect Aquacool registration forms from **the security desk in the building** or fill and print the attached forms. You can drop the bundle (registration form and required documents) at the drop box which is made available beside the security desk of the building.

Aquacool Contact Details:

Call center: 600-560-136

E-mail: customercare@aquacool.me

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Annex 3 – Aquacool Payment Methods

IMPORTANT NOTE:

For cash deposits and bank transfers, please ensure to provide a proof of payment to us via email to allow us to allocate the payment to your account with Aquacool. The proof of payment should clearly show the **Customer's full name, building name, and unit number**.

Failure to send a copy of the payment will cause delays in processing of payment into your account and may result in late fees and/or disconnection of your cooling services.

Please refer to below list of acceptable Payment Methods:

1. Online through Aquacool's web portal

- Visit our Website at <https://aquacool.me> and click on "Log In"
- Log in with your User ID and Password
- On your home screen click on the contract number to view & pay your outstanding
- Balance and proceed with payment.
- If you forgot your password, click on the "forgot password" link to reset your Password.

2. Cash Deposit at ATM or Bank Teller (in Branch)

Cash deposit payment may be done via any FAB Branch /ATM into our FAB Account number **165-132-3785585-01-9** (please refer to the above mentioned note)

3. Check

Check payable to Aquacool Metering LLC maybe deposited into our FAB Account # **165-132-3785585-01-9**

4. Bank Transfer

Bank transfer to the below account details. (Please refer to the above mentioned note)

Bank name: **First Abu Dhabi Bank (FAB)**

Beneficiary Name: **Aquacool Metering LLC**

Account#: **165-132-3785585-01-9**

IBAN: **AE940351651323785585019**

Swift code: **NBADAEEADUB**

Branch Name: **FAB UAE - DUBAI HEALTHCARE CITY**

For any clarifications regarding the above payment methods please contact us.

Aquacool Contact Details:

Call center: 600-560-136

E-mail: customercare@aquacool.me

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Annex 4 – Schedule of Fees and Service charges

Schedule of fees			
Charge Description	Fee (AED)	Total Fee with VAT (AED)	Description
Service Fee	30	31.5	Billing and collection fee paid monthly by each Customer (Owner/Tenant) and retained by Aquacool for services rendered.
Administration Fee	125	131.25	A 'one off' account administration fee paid by each Customer upon signing the End User Agreement for setting up the account.
Late payment Fee	25	26.25	A fee applied to the account for payment received after due date.
Final Bill	25	26.25	Bill issued for Customers who require their accounts to be closed.
Fast track service	500	525	Express end user Move-in & Move out (same business day 3hrs)
Disconnection/ Reconnection Fee	500	525	Fee to disconnect / reconnect air conditioning service due to payment default.
Return Check Fee	100	105	A fee payable to Aquacool by the Customer in the case of a returned or 'bad cheque' being issued.

Applicable Rates	
Energy Consumption:	Tariff AED 0.47 per Ton-Hour Consumed – Payable monthly
Declared Load Rate:	Total charges of AED 000 per ton annually; Payable over 12 months regardless of meter consumption
Surcharged of Fuel:	Determined by DEWA on a monthly basis and levied by the service provider per Ton Hour consumed – Payable Monthly.
NOTE:	The above rates are subject to 5% VAT

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Annex 5 – Security Deposit Policy and Details

The Customer (whether Tenant or Owner) acknowledges and agrees to pay an initial refundable deposit to the Service Provider upon signing the chilled water Service End User Agreement.

Security deposits are required for the following reasons:

- In the case of non-payment of the bill.
- Final Bill. If there are no amounts owing or outstanding from the Customer at the completion of the contract, and the Customer requests for a Final Bill as per general procedures, the deposit will be refunded to the Customer within 14 Days.

The security deposit for each unit will depend on its size, as detailed in the below table:

Unit Type	Amount In AED
Studio	1,000
1 Bedroom	1,000
2 Bedroom	2,000
3 Bedroom	3,000
4 Bedroom	4,000
Retails/Shops/Office	5,000
* Depending on the type and size of each unit	

In case the Customer has failed to perform any of his obligations mentioned in this Agreement or failed to pay any overdue amount and/or invoice within (30) thirty days from the due date, then Service Provider would be entitled to fulfil such breach or settle the due amount from the above said deposit, while the Unit will remain disconnected.