

- 9.5.3 Basic MD exclusivity idea: DWC is the Master Developer as a whole in exclusivity right to provide DCS to site development along with title to land DCS Plant and associated equipments.
Further DWC DuServe at its own expense design, constructs, commission, operates and maintains the DCS Plant and Equipment required supplying DCS to the entire site up to its maximum cooling capacity for the term of the agreement with DWC DuServe.
- 9.5.4 MD Reseller: The MD reseller contracts with DWC DuServe to provide DCS to entire site and agrees to purchase in advance all the required cooling load capacity. Further DWC DuServe at its own expense design, constructs, commission, operates and maintains the DCS Plant and Equipment required supplying DCS to the entire site up to its maximum cooling capacity for the term of the agreement with DWC DuServe.
- 9.5.5 MD / BO obligations:
- 1) Assistance and information to be provided by the BO, Approvals, License and permits, Easements and Right of the ways, ETS Room (provided at no expense with adequate space for ETS installation) & ETS connection.
 - 2) Accuracy and up to date information, immediate update of any changes, final building plan, size and location of ETS Room as (size as advised by DWC DuServe)
 - 3) Changes to load and delivery date critical and to be provided as soon as reasonably practical.
 - 4) Information in locating underground services going to Building
 - 5) ETS requirements and details of ETS installations to be followed as per DWC-DuServe standards.
- 9.5.6 DCS Conditions: The purpose and objective is to remove ambiguity and establish rules of interpretation in case of dis-agreement. Warranty to temperature at point of delivery not to exceed maximum supply temperature and maintain temperature between chilled water supply and building return water.
- 9.5.7 District Cooling Service: Standard term and conditions applicable to all customers – How DWC-DuServe DCS operates.
- 9.5.8 Description of Service: Important provisions, BO incorporated into agreement, Legal Standards, Maintain Delta Temperature.
- 9.5.9 Availability of DCS: a) DCS up to site demand ETS load only b) If increase in demand, which should be addressed in writing mentioning specific dates for which additional cost payable by BO for the change in demand load. (Applicable additional cost and approval of demand change will be under DWC-DuServe discretion. c) There will be incremental phasing in building or development demand load d) Reserves the right to use Temporary District Cooling Plants and equipments if relevant.
- 9.5.10 What if DWC- DuServe is ready to deliver DCS but customer is not ready?1) Commencement of demand charges
2) Exclusively will not permit any third party DCS provider within the site during the term or any other alternative form of air-conditioning.3) MD to assist in all respect to provide personnel and building load details information and data assistance and coordination with their representative or consultant .
- 9.5.11 DWC-DuServe Obligation: 1) To construct, operate and maintain DCS plant and equipment at own cost 2) To exercise “reasonable skills” care and due diligence in providing DCS
- 9.5.12 DCS Charges: MD and BO to abide the DCS charges set by DWC-DuServe regulatory body such as demand, connection, consumption, metering equipment charges and surcharge with applicable refundable deposit.
- 9.5.13 Limitations of liabilities and indemnities: DWC-DuServe to manage risk, pertaining to liability clause (proven damage to building solely caused by fraud and negligence), indemnity clause, failure to deliver DCS, insurances, term of agreement and contracts, renewal of agreements (2yrs) and expiration(retain or sell).
- 9.5.14 Suspension and Termination: To be implemented for Force Majeure, such as events outside either party's reasonable control ie: floods, natural disaster, terrorism etc.