

	5) ETS requirements and details of ETS installations to be followed as per Dubai South standards.	9.4.12	DCS Charges: MD and BO to abide the DCS charges set by Dubai South regulatory body such as demand, connection, consumption, metering equipment charges and surcharge with applicable refundable deposit.
9.4.6	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.	9.4.13	Limitations of liabilities and indemnities: Dubai South 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).
9.4.7	District Cooling Service: Standard term and conditions applicable to all customers.	9.4.14	Suspension and Termination: To be implemented for Force Majeure, such as events outside either party's reasonable control ie: floods, natural disaster, terrorism etc.
9.4.8	Description of Service: Important provisions, BO incorporated into agreement, Legal Standards, Maintain Delta Temperature.	9.4.15	Reason for Termination: Events like insolvency close of businesses, winding up, court order and lender enforcement of asset security.
9.4.9	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 Dubai South discretion. c) There will be incremental phasing in building or development demand load d) Reserves the right to use Temporary District Cooling Plants and equipment if relevant.	9.4.16	Default Termination: Material breach by customer and failure to remedy within 60 days' notice.
9.4.10	What if Dubai South 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 .	9.4.17	Effects of Termination: Dubai South right, stop providing DCS to site, cease all work and retain ownership of plant and equipment, sell land etc.
		9.4.18	What if MD / BO terminate contracts earlier? 1) Such as, during design, procurement etc, for which 2 years demand charge for the contracted load demand with any other cost to be incurred on MD / BO. 2) After design, construction, etc.
		9.4.19	Confidentiality: Both parties need to protect confidential information which is exchanged between them in course of performing obligations under the agreement, i.e.: designs, technical data, trademark, financial data, legal documents etc.
9.4.11	Dubai South 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	9.4.20	Improper Payment by MD or BO, will lead Dubai South right to stop providing DCS under conditions of contract agreement, with a notice period.
		9.4.21	Miscellaneous Provisions: Dispute Resolution – choosing an efficient and neutral forum to resolve disputes within Dubai South authority or by Dubai Chamber of Commerce and Industry.