

## GAS SUPPLY AGREEMENT – RESIDENTIAL

This End User Gas Supply Agreement (the "**Agreement**") is made on 15/08/2021 by and between the Customer (as defined below) and South Energy DWC-LLC with its registered office address being P.O. Box 712822 , Dubai, United Arab Emirates and License No. 6839 ("**SE**") (each a "**Party**", together the "**Parties**"):

CUSTOMER INFORMATION				
<input type="checkbox"/> OWNER	<input checked="" type="checkbox"/> RESIDENTIAL	Contract No:	System No:	Date:
<input checked="" type="checkbox"/> TENANT				
NAME:		PROJECT:		
POSTAL ADDRESS:		BUILDING:		
TELEPHONE/MOBILE:		UNIT:		
EMAIL 1:		GAS METER CAPACITY (M3/Hr.):		
EMAIL 2:		GAS METER SERIAL NO:		
TENANCY AGREEMENT START DATE:		TENANCY AGREEMENT END DATE: 20/08/2022		
INDIVIDUAL CLIENT		IF UNDER COMPANY ACCOMODATION		
<input checked="" type="checkbox"/> Proof of ownership / Registered tenancy contract		<input type="checkbox"/> Trade license copy		
<input checked="" type="checkbox"/> Passport copy with residence visa / Emirates ID		<input type="checkbox"/> Copy of power of attorney of authorized signatory (if applicable)		

### Residential Customers:

CHARGES UPON SIGNING AGREEMENT	GAS METER CAPACITY (M3/Hr).	TOTAL AMOUNT (AED) (Inclusive of any taxes)
SECURITY DEPOSIT	G 2.5	750 (Fixed)
NEW CONNECTION & DISCONNECTION FEE		350 (exclusive of any taxes)
APPLICABLE TARIFFS	NET RATE (AED) (exclusive of any taxes)	
CONSUMPTION RATE (Base Price) (AED/M3)	20 AED @37mbar	
MONTHLY FIXED SERVICE CHARGES	20 AED	
LATE PAYMENT FEE	30 AED	
RECONNECTION FEE	30 AED	
NON-OBJECTION CERTIFICATE	100 AED	

SE Initial: \_\_\_\_\_

Customer Initial: \_\_\_\_\_

### FOR SE USE ONLY

Customer ID:

Date of Registration: \_\_\_\_\_

## I. DETAILED PROVISIONS

**1. Introduction** Pursuant to and in accordance with the documents, instruments and agreements in governing the operation and management of the Dubai South Residential District (of which the freehold or leasehold Premise is part) and in accordance with Law No. (27) of 2007 On Ownership of Jointly Owned Property in the Emirate of Dubai relating to freehold Units or any other applicable law ("Governance Documents"), the Premise will be provided Gas Services. The Master Developer (as defined in the Governance Documents) has appointed SE to provide Gas Services and Metering Services to the Premise.

### 2. Definitions

**Base Price** means the price of gas at 37 mbar;

**Consumption Charge** means the monthly charge to be paid by the Customer for the volume of gas used by the Customer in the preceding month as measured by the Gas Meter and calculated at the prevailing consumption rate (AED/M3);

**Contract Number** means the contract number specified in the section Customer Information on page 1;

**Customer** means a Residential Customer as indicated in the section "Customer Information" on page 1;

**Distributor** means IGS (as at the date of this Agreement) or any other company that may be appointed by SE to provide Gas Services to the Customer under this Agreement.

**Gas Meter** means, in respect of the Customer, the meter that measures the consumption of gas by that Customer in M3;

**Gas Services** means the services provided by SE or its Distributor to the Customer under this Agreement;

**IGS** means Integrated Gas Services Co LLC, with the license no. 604322 and its registered office address at Box 10000, Dubai, United Arab Emirates;

**Invoice** means the invoice generated by the Distributor reflecting the amount the Customer is liable to pay for Gas Services;

**M3** means the measurement of the gas volume per unit at 15°C, 1 atm;

**Master Developer** means Dubai World Central Corporation (Dubai South);

**Metering Services** means the administration of Gas Meters (i.e. reading, validation, billing, and customer service), the reading of Gas Meters as well as the receipt and handling of payments by SE or its Distributor under this Agreement;

**Owner** means the owner of the Premise;

**Premise** means the Unit or the Shop, as the case may be;

**South Energy (SE):** means the owner of the Gas farm and network and sole provider for Gas in Dubai South Residential District;

**Tenant** means a tenant of the Premise;

**Unit** means the premise as set out in section "Customer Information" of this Agreement above;

### 3. Provision of Gas Services

3.1 SE, through its Distributor, will provide uninterrupted gas supply to the Customer. Should a temporary cut-off of supply be required due to incident and or major service interruption to the system, SE or the Distributor, as the case may be, shall notify the Customer of the affected areas and the duration of the cut-off prior to making any cut-off of supply in case of scheduled work, or as soon as possible in the event of unscheduled interruption. Gas supply may be interrupted due to a force majeure event, including without limitation, due to fire, emergencies, natural calamities, health or safety related situations. The Customer shall not bring any claim against SE or the Distributor due to any interruption of the Gas Services.

3.2 During the term of this Agreement, SE may suspend at any time the provision of Gas Services, if SE or the Distributor perceives, acting reasonably, any violation of any safety practices at the Premise, including without limitation, violations regarding the gas piping and gas detection systems.

3.3 During the term of this Agreement, SE may change its Distributor in its sole discretion. The Customer shall not bring any objections against SE's rights to change its Distributor.

3.4 The Distributor will provide 24/7 customer services to the Customer at the toll free number 600-565657 or any other toll free number to be notified by the Distributor to the Customer (the "Toll Free Call Center").

The Distributor will attend to any complaints or emergencies within a reasonable period after the receipt of the relevant call.

**4. Term** This Agreement shall commence on the date of this Agreement and shall be effective until either terminated by SE in accordance with clause 12 (Termination) hereof or terminated by the Customer once the Customer ceases to be the Owner or the Tenant of the relevant Premise. For the avoidance of doubt, the billing cycle will start on the date of this Agreement.

### 5. Change in Occupant of Premise

Prior to (i) an Owner selling a Premise, and/or (ii) a Tenant vacating a Premise, the Owner or Tenant (as the case may be) shall be required to request the Distributor to issue a final Invoice and non-objection certificate by providing a two (2) weeks prior written notice to SE. Any non-objection certificate will only be issued by SE if all outstanding amounts payable in relation to the Gas Services have been paid in full to SE.

### 6. Terms of Payment

6.1 The Customer shall receive an Invoice reflecting, amongst others, the monthly Consumption Charge and the Gas Meter administration fee. The Invoice shall be paid on or before the due date mentioned in the Invoice. Residential Customers will receive invoices at the end of each quarter in the year. Consumption Charges will be determined by SE or the Distributor, as the case may be, at the end of each relevant invoicing period by multiplying the Gas Meter readings with the Meter Correction Factor.

6.2 The Security Deposit shall be paid directly to SE through a bank transfer to the account below or direct to SE's offices. All other payments applicable under this Agreement shall be paid to the Distributor's account the details as set out in the Invoice.

Security Deposits should be paid to the following SE account quoting the Contract Number:

**Account Name:** SOUTH ENERGY DWC LLC

**Bank Name & Address:** Dubai Islamic Bank, Main Branch, Dubai, UAE

**IBAN Number:** AE59 0240 0015 2012 1032 101

**Account Number:** 001 - 520 - 1210321 - 01

**Swift Code:** DUIBAEADXXX

**The contact details:** nadhem.abdullah@southenergy.ae; Tel : 04-8141349

6.3 If the accuracy of the Gas Meter is in dispute and if after investigation the Gas Meter is found to be faulty, the relevant balance payment shall be settled in the next Invoice.

6.4 In the event of a delayed payment, the Customer shall be immediately notified and a late payment fee shall apply as set out in section "Applicable Tariffs" of this Agreement above and clause 7.3 hereof. Should the Customer not settle all outstanding payments after having been notified:

6.4.1 A first written reminder shall be issued by Distributor on the bill due date (as specified in the relevant Invoice).

6.4.2 A second written reminder shall be sent after 7 days of notification of non-payment pursuant to clause 6.4.1 and shall set out the disconnection process of the Gas Services.

6.4.3 A final written reminder shall be sent after 14 days of notification of non-payment pursuant to clause 6.4.1 and shall identify the disconnection process of the Gas Services and provide notice to the Customer that Gas Services may be disconnected if the Invoice remains unpaid.

6.4.4 After 16 days from notification of non-payment pursuant to clause 6.4.1, the Gas Services to the Premise will be immediately suspended until full payment is received in addition to any other applicable charges.

6.5 Prior to reconnection of the Gas Services, the Customer will need to settle all outstanding payments in full and pay the Reconnection Fee, set out in section "Applicable Tariffs" of this Agreement.

**7. Charges** During the term of this Agreement, when applicable, the Customer shall be obliged to pay the charges set out in sections "Charges Upon Signing Agreement" and "Applicable Tariffs" of this Agreement above (some of which are further defined below). SE shall have the right to amend such charges, in its sole discretion, and the Customer herewith grants its irrevocable consent to any such amendment.

**7.1 New Connection & Disconnection Fee** This fee, as set out in section "Charges upon Signing Agreement" shall be paid by the Customer upon signing of this Agreement.

**7.2 Monthly fixed service charges:** This fee, as set out in section "Applicable Tariffs" of this Agreement, shall be invoiced on a quarterly basis (i.e. every three months).

**7.3 Late Payment Fee** This fee, as set out in section "Applicable Tariffs" of this Agreement, shall be paid by the Customer in case of a late payment by the Customer under this Agreement.

**7.4 Reconnection Fee** This fee, as set out in section "Applicable Tariffs" of this Agreement, shall be paid by the Customer, if the Gas Services are reconnected after having been disconnected due to non-payment.

**7.5 Changes in Law:** In case of a change in law, SE shall be entitled to pass on to the Customer all additional costs, expenses, levies and taxes incurred by SE in relation to the provision of Gas Services.

**7.6 GAS Meter Inspection Fee** If a Gas Meter inspection is requested by the Customer and the Gas Meter is found to be faulty, the Distributor shall bear the costs for inspection. If the Gas Meter is found to be in good order, the costs of the inspection shall be paid by the Customer and be added to the next invoice.

**8. Security Deposit** The Customer shall pay to SE an initial refundable security deposit as set out in section "Charges Upon Signing Agreement" of this Agreement above. If there is an increase in charges as set out in clause 7 hereof, SE shall be entitled to ask the Customer to pay an additional security deposit. SE shall have the right to apply the security deposit against any amounts owed or outstanding from the Customer at any time. If there are no amounts owed or outstanding upon the termination of this Agreement, the deposit shall be refunded to the Customer within 14 days of the payment of the final Invoice.

**9. Failure of Gas Meter** Should the Gas Meter fail for whatever reason, the Owner or the Tenant, as the case may be, shall immediately notify SE and the Distributor. SE or the Distributor, as the case may be, shall repair or change the Gas Meter at the earliest opportunity at the cost of the Customer. SE shall make an estimate of gas used during the period the Gas Meter has been out of commission and the Customer shall be liable for paying such estimated amount in the next invoice.

**10. Contact Information** The Customer shall be responsible for providing SE and the Distributor with updated contact information for billing purposes including email, mobile and telephone.

**11. Undertakings by the Customer:**

11.1 SE and the Distributor shall have access to the Premise at all reasonable hours for the purpose of (i) inspecting the Customer's installation, (ii) reading Gas Meters and (iii) examining, repairing or removing Gas Meters.

11.2 The Customer shall not obscure or tamper with the Gas Meters and maintain them in good working order.

11.3 The Customer shall not connect or disconnect any gas supply or allow any maintenance work to be undertaken regarding the provision of Gas Services other than by SE or its authorized contractors. SE shall bear no responsibility whatsoever for any damages caused by such unauthorized connection or disconnection of gas supply, including any connection or disconnection of cookers to the gas supply, and any unauthorized maintenance. The Customer shall bear the full responsibility in respect thereof.

11.4 The Customer shall not use or bring any LPG cylinders in the Premise, where a central gas system has been installed for the safety of the building in which the Premise is located.

11.5 The Customer undertakes to inform the Distributor immediately in case of any potential or actual emergencies by contacting the Toll-Free Call Center and advise the operator of the relevant emergency.

**12. Termination**

12.1 The Customer may immediately terminate this Agreement, if the Customer:

12.1.1 fails to pay in full any amount owed to SE under this Agreement for a period of twenty-one (21) days; or

12.1.2 fails to comply with any obligation under this Agreement and such failure is not cured within five (5) days after SE or the Distributor notifies the Customer in writing.

Upon termination of this Agreement, SE shall have the right to use the Customer's security deposit to pay in full any outstanding amount owed by the Customer to SE and immediately suspend the provision of Gas Services to the Premise.

**13. Consent to Release of Information** The Customer hereby irrevocably consents to SE providing any and all information held by SE relating to the Customer and the Customer's account with SE to the Master Developer upon request by the Master Developer whether during or following the term of this Agreement.

**14. Liability** The Customer shall indemnify and hold SE and its Distributor 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 shall SE be liable to the Customer for any direct, indirect, special or consequential loss or damage of any kind including, but not limited to loss of revenue or loss of anticipated profits. SE shall not be liable for any suspension or disruption of the Gas Services, any disconnection of gas and/or any loss or damage arising therefrom.

**15. Assignment** SE shall have the right to assign this Agreement or any part thereof to any third party without the consent of or prior notification to the Customer. The Customer shall not be entitled to assign this Agreement or any part thereof without the prior written consent of SE.

**16. Legal Effects, Governing Law & Jurisdiction** This Agreement shall be legally binding once signed by the Parties and shall be subject to the laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates. The Dubai Courts shall have exclusive jurisdiction to hear and determine any dispute arising hereunder.

**17. Counterparts** This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**We have read this Agreement carefully, understand it completely and agree to all of it.**

For and on behalf of SE:

For and on behalf of Customer:

Name

Signature: \_\_\_\_\_

Date: \_\_\_\_\_