

STANDARD TERMS AND CONDITIONS (RESIDENTIAL)

Unless otherwise defined in the Standard Terms and Conditions below, capitalised words used hereof shall have the meanings set out in your Product Terms from Poolparty Pte Ltd ("Poolparty"). Prices reflected in this document is exclusive of GST, unless otherwise stated.

1. SUPPLY OF SERVICES

1. Poolparty shall, subject to the terms and conditions in this Agreement, supply trained service technician to your Premise(s) once a week and include any repairs/replacement of 1 unit of swimming pool circulation pump and 1 unit of swimming pool filter (**Subject to the Great White Brand**) – if required. Set out in the Product Terms for the Contract Period commencing from the Contract Start Date and ending on the Contract End Date.
2. Poolparty shall invoice you on a monthly basis for services rendered.

2. TERMS OF PAYMENT

1. The charges set out in the invoice issued by Poolparty shall be final, binding and conclusive evidence of the amount payable by you and you shall pay Poolparty the monthly service charges invoiced by Poolparty for the services supplied to you during the Contract Period.
2. You shall pay Poolparty for the service charges using your selected Payment Mode (as described in Poolparty's Product Terms) within 30 days of the issuance of invoice. Post-dated cheques are not acceptable and although they are rejected, they shall not be returned. You shall make payment for the service charges in full, notwithstanding any dispute with Poolparty. Upon resolution of such dispute, any amount which you may have overpaid or underpaid (as determined by such resolution) will be credited or debited, as the case may be, by a credit or debit note to be issued by Poolparty to you.
3. If payment is not received by the due date, an additional late payment interest at the higher of either S\$0.50 or 1% per month shall be charged on all outstanding payments, calculated on a daily basis on the amount unpaid shall be levied from (and including) the due date (set out in the invoice) to the date of actual payment. Poolparty shall be entitled to recover all the costs and expenses, including without limitation legal costs (on a full indemnity basis) incurred in recovering such payment.
4. Overcharging or undercharging will be addressed by the next invoice cycle when such incident is brought to Poolparty's attention or upon Poolparty's discovery of such occurrence. The treatment of over-charging or under-charging will be reflected in the following month's invoice.
5. All rebates, promotions, or discounts, as termed by Poolparty, are not to be exchanged for cash. (Non-transferable)
6. Unless an amendment is required for compliance with the relevant legislation or the Code of Conduct, any changes to the pricing and payment provisions and/or the term of this contract shall require the mutual consent of Poolparty and you.

3. EXCLUSION OF LIABILITY

1. You acknowledge that Poolparty does not have any control or influence over the quality of the incoming water supply nor the contents that rainwater introduces into the swimming pool in an open setting.
2. Poolparty makes no representation or warranty whatsoever concerning any water supplied to the Premises (whether as to its quantity, quality, of any supply). Poolparty shall therefore have no liability with respect to any loss, damage, cost or expense which you may incur in connection with the supply or non-supply of piped water or natural rain water.
3. To the extent permitted by Applicable Law, and where Poolparty has not excluded liability to you under or in connection with this Agreement, Poolparty's total liability to you, whether arising in contract, tort, breach of statutory duty or otherwise, shall not exceed six (6) months of your average monthly bill.

4. TERMINATION

Poolparty may terminate this Agreement within 10 Business days upon written notification to you, in any of the following events:

- a) You fail to pay the charges within the period stated in clause 2.3;
- b) Breach of your representations or warranties under this Agreement;
- d) You breach your obligations (other than payment obligations and Security obligations) under this Agreement and fail to remedy such breach within 10 calendar days from the issuance of a notice of such breach by Poolparty.
- f) You are insolvent or bankrupt (or suffer an event similar or analogous to any of the aforesaid);

In the event of early termination of this Agreement by Poolparty based on the above reasons, you shall compensate Poolparty for all costs and expenses to be incurred by Poolparty in connection with such termination. The early termination charges will be computed as follows:

TERMINATED WITHIN THE:	1 ST YEAR	2 ND YEAR
In a 24 months contract	S\$1,320.00	S\$660.00
In a 12 months contract	S\$1,500.00	Not Applicable

1. In the event that you are an expatriate who has been assigned/seconded to Singapore for work (and you are not an expatriate who is a permanent resident in Singapore), and you are given notice by your employer that you will be expatriated from the Republic of Singapore permanently or if for any cause whatsoever you are ordered to leave the Republic of Singapore permanently ("Expatriation"), you can terminate this Agreement by giving Poolparty 30 days' written notice of termination on the ground of Expatriation and provide Poolparty with documentary evidence of the Expatriation. If the cessation date of this Agreement is within the last six (6) months of the Agreement for a 12/24 months contract (or within the last three (3) months of the Agreement for a 12-month contract), the Early Termination Charge shall be waived. In the event that this agreement is renewed for a further 12/24/ months, the Early Termination Charge may be waived in the event of a termination during the renewed term provided that at least 30 days' termination notice is given in writing to Poolparty on the ground of Expatriation. For the avoidance of doubt, the 30 days' notice will commence from the date that Poolparty receives the documentary evidence and the notice.

5.4. Upon the termination of this Agreement, Poolparty will: -

- a) If you have paid Security to Poolparty, we shall return the Security to you within one (1) month from the settlement of the last invoice provided there are no outstanding obligations or liabilities due to Poolparty ("Consumer's Outstandings"); or
- b) If there are Consumer's Outstandings, the Security is used to set-off against the Consumer's Outstandings. If the Security is in excess of the Consumer's Outstandings, Poolparty shall return the excess value of the Security to you within one (1) month from the settlement of the last electricity invoice. If the Security is insufficient, the Security will be fully utilised to set-off against the Consumer's Outstandings and the unrealised Consumer's Outstandings shall constitute a debt due and owing to Poolparty immediately.

5.7. Upon the expiry or termination of the contract, Poolparty shall issue to you the final invoice within 10 Business days. If for any reason Poolparty's final invoice cannot be issued within such period, Poolparty shall within that same period notify you of the expected date of issuance of the final invoice. Such notification by Poolparty may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).