

DSG Energy Limited

Liquefied Petroleum Gas Supply – General Terms and Conditions (“Terms and Conditions”)

IT IS IMPERATIVE THAT YOU THOROUGHLY REVIEW THIS TERMS AND CONDITIONS AND REGULARLY CONSULT THE LATEST VERSION AS MAY BE UPDATED FROM TIME TO TIME WITHOUT PRIOR NOTICE. BY ACCESSING AND/OR USING OUR SUPPLY OF LPG AND ITS RELATED SERVICES, YOUR CONTINUED ACCESS AND/OR USE SHALL INDICATE YOUR AGREEMENT TO BE BOUND BY THE LATEST VERSION OF TERMS AND CONDITIONS.

1. The Terms and Conditions shall apply and govern the provision of the supply of liquefied petroleum gas (“LPG”) to the Customer by DSG Energy Limited, and hereafter, the “Company” at the premises of the Customer (the “Premises”).

2. For the purposes of supplying LPG to the Premises and unless specified otherwise, the Company agrees to loan to the Customer, and the Customer agrees to take on loan from the Company, the Equipment, which shall include but not limited to the gas meter, regulator and safety valve installed, or to be installed, as the case may be, at the Premises.

3. The Equipment shall at all times remain the property of the Company and the Customer shall not sell, transfer or otherwise dispose of the Equipment without the Company’s written consent. The Equipment shall be kept at the Premises at all times.

4. The Customer shall keep the Equipment in good order and condition (normal wear and tear excepted), clean and free from damage of whatever nature, and shall indemnify the Company from and against all loss of (including theft) and damage to the Equipment howsoever caused. Except as otherwise specifically set forth herein, (i) in the event of loss or total damage to the Equipment, the Customer shall pay for the missing or damaged Equipment at the value assessed by the Company and (ii) in the event of partial damage to the Equipment, the Company shall repair the Equipment at the expense of the Customer. The decision as to whether the Equipment is totally or partially damaged shall be at the discretion of the Company and such decision shall be conclusive and binding on the Customer.

5. The Customer shall not in any way tamper, interfere, modify, repair or replace the Equipment or any part thereof; or permit or cause the same to be tampered, interfered, modified, repaired or replaced except by the Company or its authorized operators (the “Operator”). Nor the Customer shall permit the plates, marks and numbers printed or affixed to the Equipment be removed or obliterated.

6. Upon prior notice to the Customer, the Company shall have the right to, and the Customer shall permit the authorized representative of the Company and/or its Operator to, enter upon the Premises at all reasonable times for the purposes of, including but not limited to, taking meter readings, inspections, maintenance services such as repairing and/or replacing the Equipment together with exercising its rights under Clause 20.

7. In the event that the Equipment or any part thereof shall be defective or unfit for use solely as a result of normal wear and tear (without any fault or negligence of the Customer), the Company will replace or repair the same at the Company’s cost and expense upon notice of the same. The Company shall not, however, be responsible for any loss, injury or damage suffered by the Customer, the Customer’s family, servants, agents, invitees or licencees, or any other third party as a result of the Equipment being in a defective or unfit condition, unless caused directly by the Company’s gross negligence or wilful misconduct.

8. All work relating to the installation of the Equipment shall be carried out by the Company or its Operator at the Customer’s sole cost and expenses, including without limitation initial installation or reinstallation as a result of reconnection of LPG supply or renovation of the Premises.

9. The Company shall have the right to refuse to supply LPG or discontinue the supply of LPG to the Customer if considered necessary by the Company for safety reasons (after inspection of the Equipment or otherwise).

10. The Customer shall only use appliances of the type approved by the relevant authorities in Hong Kong in connection with the LPG supply, failing which the Company and the Operator shall have the liberty to refuse to supply LPG or to discontinue the supply of LPG to the Premises.

11. In the absence of manifest error, the measurement of LPG supplied via the gas meter installed at the Premises shall be accepted as conclusive evidence of the quantity of LPG supplied. The Company shall charge the Customer for LPG usage based on the reading shown on the gas meter as read by the

Company or its Operator. If meter readings shall not be read by the Company or its Operator, the Company shall have the right to estimate the usage of LPG based on past consumption or rely on meter readings reported by the Customer. Adjustment, if discrepancy exists, shall be made by the Company to the account after meter readings shall have been read by the Company or its Operator.

12. Subject to Clause 11, in the event that the Customer shall have reasonable doubts that the meter installed at the Premises shall not be measuring the supply of LPG to the Premises accurately, the Customer shall have the right to require the Company (directly or through its Operator) to examine and perform necessary tests on the gas meter, provided that the Company (directly or through its Operator) shall have the right to require the payment of an administrative fee as from time to time determined by the Company by the Customer (which shall not be refundable except as set forth in this paragraph). Provided that the Company shall be satisfied that the gas meter shall not have been tampered with or subject to unusual stress, force or damage, if the examination and tests performed by the Company (which shall be conclusive and binding on the Customer) shall demonstrate conclusively that there shall be any deviation on the gas supply, the Company shall (a) refund the administrative fee to the Customer; (b) repair, re-calibrate or replace the gas meter at the Company’s cost and expense and (c) reimburse to the Customer for overpayment of LPG usage for the 6 months immediately preceding the day the meter shall be repaired, re-calibrated, replaced or removed from the Premises an amount calculated by multiplying (x) the selling price of LPG in each month during the 6 months immediately preceding the day the meter shall be repaired, re-calibrated, replaced or removed from the Premises for testing by (y) the quantity of LPG that shall have been measured excessively by the meter in each month during the above-mentioned 6 months period by crediting the Customer’s gas account. This Clause 12 sets forth the exclusive remedy of the Customer in relation to inaccurate measurement of LPG usage at the Premises. The Customer specifically agrees that his/her right to require examination of the gas meter installed in the Premises under this Clause 12 shall not prejudice the Company’s right to receive LPG charges and the other fees or relieve the Customer of his/her payment obligations under Clause 16 and the Customer shall continue to pay for LPG usage and other related charges during the period of examination and testing by the Company.

13. Any deposit that has been made by the Customer for the supply of LPG to the Customer at the Premises before 31st Dec 2017 has been transferred to the Company. On or after 31st December 2017 any Customer who opens a new LPG supply account at the Company shall pay to the Company, upon execution of the Supply Contract, a non-transferable deposit as from time to time determined by the Company as security for payment of LPG usage and related service charges. Upon termination of the Supply Contract, the Company shall refund the Deposit (without interest) to the Customer, if and only if the Equipment shall have been returned to the Company or its Operator in good order and condition and the Customer shall have paid to the Company all charges due to the Company for LPG consumption and other related services. For the avoidance of doubt, the Customer shall be liable for all charges and fees payable to the Company in respect of the LPG account opened in the Customer’s name regardless of whether the LPG supplied was consumed by and/or related services were performed in favour of the Customer and/or other person(s).

14. The Company will charge the Customer (i) for the consumption of LPG (“Gas Charge”) based on the price of domestic bulk LPG as announced by the Company from time to time; (ii) periodic service charges such as monthly maintenance service charge; (iii) one-time or specific charges such as cost of material and labour charges for gas meter testing performed pursuant to Clause 2 and/or any repair or replacement of the Equipment which the Customer is liable under Clause 4; (iv) a minimum basic charge (“Minimum Basic Charge”) if the Gas Charge for a given month by the Customer is less than the Minimum Basic Charge. Details of the charges will be provided to the Customer when the Customer opens the account with the Company for the supply of LPG or upon request by the Customer. The Company may at its discretion revise/ modify the chargeable items and the amounts thereof from time to time.

15. The Customer agrees to use exclusively piped LPG supplied by the Company to satisfy all of its fuel gas requirements, but except as set forth in

Clause 14 above and this Clause 15, there shall not be any minimum commitment on the part of the Customer to purchase LPG from the Company.

16. The Customer agrees to pay fully and punctually, without deduction, setoff or counterclaim and be free of all charges, all amounts due to the Company relating to the consumption of LPG at the Premises and other related services provided by the Company by the date set out on the invoice(s) issued by the Company from time to time, which shall be conclusive against the Customer (save for manifest error). Any amount payable under the Supply Contract which is not paid when due shall bear interest at a rate of 2% per annum above the prime rate quoted by The Hong Kong and Shanghai Banking Corporation Limited from time to time, from the original due date thereof until the actual date of payment (both dates inclusive). The Company shall also have the right to recover from the Customer all reasonable fees, costs and expenses (including legal, administrative costs and expenses such as fees made to and cost incurred in making claims, application and removal of Charging Order at the appropriate courts (including Small Claims Tribunal)) that may be incurred by the Company in connection with the collection of such past due payment. In addition and without prejudice to the other rights and remedies of the Company, in the event that the Customer shall be in default of any of its payment obligations hereunder, the Company shall have the right to terminate the Supply Contract or suspend supply of LPG wholly or partly at any time.

17. Risk of and title to the LPG supplied by the Company shall pass to the Customer immediately after the LPG entering the inlet connection point of the piping leading into the gas meter located at the Premises (the "Delivery Point"). All LPG passing the Delivery Point shall belong to the Customer and the Customer assumes all risks of using LPG at the Premises. The Customer acknowledges and agrees that the Customer shall be wholly responsible for the safety and efficiency of the LPG appliances at the Premises and the LPG connecting hoses beyond the Delivery Point and agrees to pay for all LPG that shall have passed the Delivery Point, including consumption as a result of inefficient appliances or leakage of LPG post-Delivery Point.

18. Neither party shall be liable to the other for any failure to perform any of its obligations under the Supply Contract to the extent that such breach or failure shall be attributable to any circumstances whatsoever that are not within the reasonable control and that are without the fault or negligence of the party wishing to rely on the circumstances including but not limited to, war declared or undeclared, terrorist act, revolution, insurrection, civil disorder, sabotage, lightning, fire, flood, earthquake, epidemics, severe weather conditions, road closures or restrictions, blockades, explosion, compliance with any acts, regulations, bye-laws, orders or restrictions including any arrangements under which a public authority is entitled to require crude petroleum or LPG.

19. The Company shall not in any event be liable to the Customer for any loss or damage (direct or otherwise) caused to any person or property in connection with the loaning, installation, maintenance or repair of the Equipment, or the supply or interruption of supply of LPG to the Premises, or the use of LPG by the Customer at the Premises, provided that nothing in this Supply Contract shall limit or exclude the Company's liability for wilful misconduct or death or personal injury directly caused by the Company's negligence. Neither the Customer nor the Company shall be responsible to the other for loss of actual or anticipated profit, losses caused by business interruption, loss of goodwill or reputation or any indirect, special or consequential cost, expense, loss or damage even if such cost, expense loss or damage was reasonably foreseeable or might reasonably have been contemplated by the parties and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

20. Either party shall have the right to terminate the Supply Contract by giving not less than 15 days' written notice to the party of its intention to terminate. In addition, the Company shall have the right to forthwith terminate the Supply Contract by giving written notice to the Customer if the Customer shall have (i) materially breached the terms of the Supply Contract (non-payment of LPG for more than 30 days past its due date shall be deemed to be a material breach) or (ii) become insolvent or bankrupt or entered into a composition with his creditors or (iii) caused to be done any act which shall prejudice or endanger the Company's rights of ownership of the Equipment. Upon the termination of the Supply Contract, without prejudice to the right of the Company to claim damages (if any), the Company or its Operator shall have the right to enter into the Premises (or such place where the Equipment shall be located) to remove the Equipment. Termination of the Supply Contract shall not affect the accrued rights and liabilities of the parties prior to termination.

21. All exemptions from liability under any of the clauses hereof shall operate as fully and effectually for the benefit of the Operator, any agents of the

Company or their permitted sub-agents, as well as for the Company, notwithstanding the fact that they are not named specifically.

22. The Company shall have the right to assign the Supply Contract to any third party, provided that the Company shall give not less than 7 days' written notice to the Customer. The Customer shall not have the right to assign the Supply Contract or any rights therein without the prior written consent of the Company. The Customer further agrees that the Customer shall be liable for charges for all LPG usage at the Premises so long as the gas account shall remain under the Customer's name, whether or not the LPG shall be used by the Customer, or other tenant or occupier of the Premises.

23. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

24. If any one or more of the provisions of these Terms and Conditions or any part or parts thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions hereof and these Terms and Conditions shall be construed as if such illegal, invalid or unenforceable provisions were not contained herein.

25. These Terms and Conditions shall replace and supersede any prior terms and conditions relating to the subject matter hereof.

26. For all purposes, the English version of these Terms and Conditions shall prevail over the Chinese version.

特爾高能源有限公司（「本公司」） 客戶液化石油氣（「石油氣」）供應之條款及條件（「本條款及條件」）

請您仔細閱讀本條款及條件，並定期查閱最新版本。當您選擇使用本公司供應的石油氣及／或其相關服務，即同意受最新版本的條款及條件所規限，而本公司可以在無需知會您的情況下，不時修訂本條款及條件。

1. 本條款及條件適用於並規限特爾高能源有限公司（「本公司」）向客戶於其處所（「處所」）提供之石油氣供應。

2. 為要向處所供應石油氣，除非另有明定，本公司同意向客戶借出設備，而客戶亦同意向本公司借用設備。本條款及條件中的「設備」是指已安裝或將安裝於處所（視乎情況而定）包括但不限於石油氣錶、調節器及安全閥。

3. 設備於任何時候均為本公司的財產，客戶不得出售、轉讓或使用其他方式處置設備。設備須一直置於處所。

4. 客戶須保持設備處於良好狀態及狀況（正常損耗除外），潔淨且無任何性質的損壞，並須就設備的所有損失（包括被盜）及損壞賠償本公司，不論因何原因所致。除本文另有指明者外，(i) 尚設備丟失或全部損壞，客戶須就丟失或損壞的設備按本公司評估的價值支付款項，及(ii) 倘設備部份損壞，本公司須修理設備而費用由客戶支付。有關設備全部或部份損壞的結論須由本公司酌情決定，而相關決定具有終決性並對客戶具有約束力。

5. 除由本公司或其授權營運商（「營運商」）外，客戶不得以任何方式擅動、干擾、維修、改動或更換設備或其任何部份；或容讓他人擅動、干擾、以任何方式維修、改動或更換設備或其任何部份；客戶亦須確保印在或貼於設備上的金屬牌、標記及號碼不會被除掉或擦去。

6. 本公司於向客戶發出事先通知後，客戶須許可本公司及其營運商於所有合理時間進入處所，以進行包括但不限於記錄錶讀數、檢查、修理及／或更換設備等維修服務，與及行使其於第 20 條下的權利。

7. 倘若設備或其任何部份純粹因正常損耗（並非客戶的任何失責所致）出現缺陷或不適合使用，本公司會在知悉該狀況下自行承擔更換或修理設備的費用。惟本公司不對客戶、客戶的家屬、服務人員、代理、受邀人或持獲許可人或任何其他方因設備有缺陷或不適合使用而招致的任何損失、傷害或損壞負責，因本公司的嚴重過失或蓄意行為而直接引致的除外。

8. 有關設備安裝的所有工程（包括但不限於初期安裝或因再次接駁石油氣供應或翻新而重新安裝）由本公司或其營運商進行，而成本及費用由客戶支付。

9. 倘本公司基於安全考慮（因檢查設備或其他原因）認為有必要，有權拒絕向客戶供應石油氣或停止供應石油氣。

10. 客戶僅可使用香港相關部門批准的食油氣供應類型的器具，否則本公司或營運商有權拒絕向處所供應石油氣或終止供應石油氣。

11. 在並無明顯錯誤情況下，處所安裝的石油氣氣錶的量度須作為石油氣供應量的終決性證據。本公司會根據本公司或其營運商所抄寫的氣錶讀數向客戶收取石油氣用量的費用。倘本公司或其工作人員未獲得氣錶讀數，本公司有權按過往消耗量或依據客戶所報氣錶讀數估計石油氣的用量。倘存在差異，本公司會於本公司或其營運商抄寫氣錶讀數後，對用氣量作出調整。

12. 在第 11 條的規限下，倘客戶對安裝於處所的氣錶能否準確計量石油氣的供應量而存在合理疑問，則客戶有權要求本公司（直接或透過其營運商）檢測並對氣錶作出必要檢驗，惟本公司（直接或透過其營運商）有權要求客戶支付由本公司不時釐定的行政費（除本條所述情況外不獲退還）。倘若本公司信納，氣錶應未經干擾或曾承受非正常壓力、外力或遭受破壞，則倘本公司執行的檢測及檢驗（對客戶具決定性及約束力）最終顯示石油氣的供應量存在偏差，本公司會(a)退還客戶行政費；(b)維修、重新校準或更換氣錶，成本及開支由本公司承擔，及(c)退還客戶在維修、重新校準、更換或從處所中移除儀錶之日前六個月石油氣用量外所多付的費用，該費用按進行檢測的處所在緊接維修、重新校準、更換

或從處所中移除儀錶之日前六個月每个月的石油氣售價(x)乘以上述六個月期間內氣錶每個月所多計量的石油氣量(y)，該款項將存入客戶的石油氣賬戶內。本第 12 條載列為客戶對處所內石油氣用量不準確計量的僅有補救措施。客戶明確同意，其根據本第 12 條下可要求檢測處所內所安裝的氣錶的權利不得損害本公司收取石油氣費及其他費用的權利，或免除客戶於第 16 條下的付款責任，而客戶於本公司進行檢測及檢驗期間須繼續支付石油氣用量收費及其他相關費用。

13. 客戶於 2017 年 12 月 31 日前已就處所的石油氣供應支付的定金已轉讓給本公司。任何於 2017 年 12 月 31 日或以後於本公司開立石油氣賬戶的客戶須在簽署供氣合約時向本公司支付不可轉讓、由本公司不時釐定的定金，作為石油氣用量付款及其他服務費用的保證金。供氣合約終止後，如設備已完好無損退回本公司或其營運商，且客戶已就石油氣消耗量及其他服務收費向本公司支付所有應付本公司的費用時，本公司將退還客戶定金（不計利息）。為免生疑問，客戶須就以其名義於本公司開立的石油氣賬戶承擔應付本公司的所有費用及收費的責任，不論本公司提供的石油氣或其他服務是由客戶本人及／或其他人享用。

14. 本公司會向客戶收取 (i) 按照以本公司不時公佈的本地散裝石油氣價格計算的石油氣耗量收費「氣費」；(ii) 定期服務收費，例如保養服務月費；(iii) 一次性或特定的收費，例如以第 12 條為依據而進行的氣錶檢測、及／或根據第 4 條客戶須就任何維修或更換設備承擔責任而產生的物料及人工費；(iv) 最低基本收費：如客戶某一個月的氣費少於「最低基本收費」，本公司將會向客戶收取最低基本收費。各項收費詳情將於客戶開立石油氣供氣賬戶時或於客戶要求時提供。本公司可酌情不時調整或更改各項收費項目及其款額。

15. 客戶同意單一使用由本公司供應的管道石油氣，以滿足其所有燃氣需求，唯除上文第 14 條及本第 15 條所述者外，就客戶一方而言並無向本公司購買石油氣的任何最低承擔。

16. 客戶同意在本公司不時發出的發票（對客戶具決定性（明顯錯誤則除外））所載日期前，在無扣減、抵銷或反索及免除所有費用的情況下，完全及如期支付關於處所內所消耗的石油氣及其他服務費用而應付本公司的所有款項。倘供氣合約下的任何應付款項在到期時仍未支付，則須從最初到期日起直至實際付款日期（包括首尾兩日）按香港上海滙豐銀行有限公司不時所報最優惠利率加 2% 的年利率計息。本公司亦有權向客戶收取本公司就追討有關逾期付款而產生的所有合理費用、成本及開支（包括法律、行政成本及開支，如向有關法庭（包括小額錢債審裁處）提出申索、註冊及解除法庭命令時所支付的費用及產生的成本）。除本公司其他權利及補救措施外，且無損本公司其他權利及補救措施時，倘客戶不履行其於本合約下的任何付款責任，則本公司有權於任何時候終止供氣合約或停止石油氣的全部或部份供應。

17. 緊接石油氣進入連至處所內氣錶的管道入口連接點（「輸送點」）的一刻，本公司供應的石油氣的風險及物權則轉至客戶。所有通過輸送點的石油氣均屬於客戶，且客戶承擔於處所內使用石油氣的所有風險。客戶明白並同意，客戶須對於處所內的石油氣器具及連至輸送點外軟管的石油氣的安全及效能負全責，並同意就所有已通過輸送點的石油氣付款，其中包括因效能差的器具或通過輸送點後石油氣洩漏所導致的消耗。

18. 倘任何一方因發生其無法合理控制的任何情況（包括但不限於宣佈或未宣佈的戰爭、恐怖行動、革命、起義、內亂、急工、閃電、火災、水災、地震、傳染病、惡劣天氣情況、道路封閉或限制、阻塞、爆炸、遵守任何法令、法規、條例、命令或限制（包括公共機構有權要求對原油或石油氣進行任何安排）而違背或未能履行本合約下的任何責任，且其違約或未履約並非由於該因有關情況而違約方的失責或疏忽所致，則毋須向另一方承擔任何責任。

19. 除因本公司蓄意的不當行為或因本公司的疏忽而直接造成的死亡或人身傷害，於任何情況下，本公司無須向客戶承擔有關借用、安裝、維護或維修設備、或向處所供應或中斷供應石油氣、或客戶於處所使用石油氣而引致的任何人身或財產的（直接或其他）損失或損害的任何責任。

客戶及本公司概不就實際或預期溢利的損失、因業務中斷引致的損失、商譽或聲譽損失或任何間接、特別或相應成本、開支、損失或損害向另一方承擔責任，即使有關成本、開支、損失或損害合理可見或在雙方合理預計之內，以及無論是否因違反合約、民事侵權行為、疏忽、違反法定責任或其他原因所引致。

20. 各方有權透過向其有意終止合約的一方發出不少於 15 日的書面通知而終止供氣合約。此外，倘客戶 (i) 重大違反供氣合約的條款（到期日後 30 日仍未支付石油氣款項被視為重大違反）或 (ii) 無力還款或破產或與其債權人訂立債務重組協議或 (iii) 致使作出任何不利於或危害本公司的設備所有權的行為，本公司有權透過向客戶發出書面通知而立即終止供氣合約。供氣合約終止後，在無損本公司申索損害賠償金（如有）的權利的情況下，本公司或其營運商有權進入處所（或安裝設備的相關地方）移除設備。供氣合約的終止不影響終止前訂約雙方已產生權利及責任。

21. 本合約任何條款下的所有責任的豁免，對營運商、本公司任何代理或其許可的分代理，以及本公司本身具有全面而有效的效力，儘管事實上並無特別指出其名稱。

22. 本公司有權將供氣合約轉讓予任何第三方，惟本公司須向客戶發出不少於 7 日的書面通知。未經本公司事先書面同意，客戶無權轉讓供氣合約或其中任何權利。客戶亦同意，只要石油氣賬戶仍處於客戶名下，無論石油氣是由客戶或其他租戶還是處所的佔用者使用，客戶仍須負責處所內所有石油氣用量的費用。

23. 本條款及條件受香港特別行政區的法律監管並據此詮釋。

24. 倘根據任何適用法律，本條款及條件的任一或多項條文或其中的任何部分被宣告或判決屬不合法、無效或不能強制執行，則有關不合法、無效或不能強制執行並不損害本條款及條件的任何其他條文，且本合約須按猶如有關不合法、無效或不能強制執行的條文並不包含在本條款及條件中而進行詮釋。

25. 本條款及條件代替及取代任何與供氣合約的標的事項有關的前條款及條件。

26. 就各方面而言，本條款及條件的中英文版本如有任何差異，概以英文版本為準。