

## Standard Terms and Conditions

### **1 Definitions and Interpretation**

1.1 The following words and phrases have the meanings described below, unless the context requires otherwise:

"Agreement for Lease" - Our Offer and your acceptance. We will not be issuing an instrument of Lease for the leasehold estate comprised in the Agreement for Lease;

"Authorities" - All relevant government and statutory authorities;

"Building" - The building (including all common areas, other property and fixtures and fittings) in which the Property is located, and includes any part thereof;

"Car-Park" - Any part of a road, or any other place, within the Building or Estate, designated by us from time to time, for the parking of vehicles;

"Estate" - The estate in which the Building is located, including the Building, Car-Park, other buildings and all Utility Facilities whether located above or below ground, and any part of it;

"Event of Insolvency" - Inability to pay debts, the presentation of a bankruptcy application, entry into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation with our prior consent), the making of a proposal to creditors for composition in satisfaction of debts or a scheme of arrangement, or the appointment of a receiver, trustee or liquidator in respect of the Property or a substantial part of its assets;

"Key Terms" - The Key Terms and Conditions attached to the Offer;

"Law" - All laws, statutes, legislation, by-laws, rules, orders, regulations, directions, orders, notices and requirements of the Authorities currently in force or which may be in force in future;

"Lease" - The lease confirmed to you under the Agreement for Lease.

"Lease Term" - The term given to you in the Agreement for Lease and in the Lease for the Property;

"Loss" - All actions, claims, summonses, judgments, orders, charges, demands, losses, damages, injuries, liabilities, penalties, proceedings, costs, expenses and inconvenience, of any kind and howsoever caused;

"Maximum Electricity Load" - The maximum electricity load for the Property, Building or Estate as provided in applicable regulations or as required by the Authorities or us;

"Our Authorised Person" - Each of our employees and authorised representatives;

"Outgoings" - All rates, taxes (including property tax), assessments, charges, penalties and impositions;

"Property" - As defined in the Agreement for Lease and the Lease, and any part of it and all fixtures and fittings (excluding all common areas, other property and our fixtures and fittings);

"Refurbishment Works" - as defined in clause 4.1(c) of the Standard Terms;

"Service Charge" - As defined in the Agreement for Lease and the Lease, and includes the Service Charge as revised by us;

"Special Terms" - The Special Terms and Conditions attached to the Offer;

"Space Premium" - As defined in the Agreement for Lease and the Lease, and includes Concessionary Space Premium where applicable;

"Standard Terms" - These Standard Terms and Conditions;

"Take-Over Item" - As defined in clause 6.4 of the Standard Terms;

"Usage Charge" - As defined in the Agreement for Lease and the Lease, and includes all charges for additional services and facilities, and the Usage Charge as revised by us;

"Utility Facilities" - The term includes sewers, drains, wires, pipes, channels, cables, ducts and other conduits above and below ground level;

"We", "our" or "us" - Jurong Town Corporation (also known as "JTC Corporation") incorporated under the Jurong Town Corporation Act (Chapter 150), its successors-in-title, and assigns;

“You” or “your” - The person to whom the Offer is issued to and includes his personal representatives, successors-in-title, and permitted assigns (if any);

“Your Authorised Person” - Each of your employees, agents, independent contractors, occupiers, visitors and all others under your control;

“Your Items” - Each of your machinery, fixtures, fittings, structures, installations, chattels, things and goods under your control; and

“Your Obligations” - The terms, conditions, obligations and undertakings to be complied with by you under the Agreement for Lease and the Lease, including all requirements imposed by us in any consent and/or approval.

- 1.2 Other capitalized terms are defined elsewhere in these Standard Terms, the Agreement for Lease and the Lease.
- 1.3 When our consent or approval is required, the consent or approval may or may not be given. If it is given, it must be in writing and on such terms and conditions as may be imposed by us, including payment of monies, and the restrictions in Section 17 of the Conveyancing and Law of Property Act (Chapter 61) will not apply.
- 1.4 Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders are used interchangeably. Words denoting natural persons include corporations and firms and vice versa. Headings are for ease of reference only.
- 1.5 Reference to a specific statute includes all its rules and regulations and all changes made to it from time to time.
- 1.6 Reference to “include” or “including” is to be construed as “include (without limitation)” or “including (without limitation)”.
- 1.7 You must comply with all Your Obligations at your own cost and expense, and to our satisfaction. You must also ensure and procure that Your Authorised Person complies with all Your Obligations. For a partnership, all Your Obligations are jointly and severally binding on the partners.
- 1.8 No exercise of any one right or remedy by us under the Agreement for Lease, the Lease, at Law or in equity, will (unless otherwise specified) prevent the exercise of any other right or remedy. When we exercise our rights to enter or inspect the Property, we and Our Authorised Person are entitled to bring workmen and equipment onto the Property.
- 1.9 If there is any inconsistency between the terms and conditions in the Offer, Key Terms, Special Terms and these Standard Terms, the terms and conditions in the document listed earlier in this list takes precedence over the document listed later.
- 1.10 Clauses 1.2 to 1.9 also apply to the Offer, Key Terms, Special Terms and other documents used in the Agreement for Lease and the Lease.

## **2 Our Obligations**

- 2.1 If you comply with all Your Obligations, you may have quiet enjoyment of the Property during the Lease Term without any interruption from us, except as provided in the Agreement for Lease and the Lease.

## **3 Easements and Reservations**

- 3.1 During the Lease Term, you are entitled to the following rights if you comply with all Your Obligations:
  - (a) right to use the common corridors, toilets, stairs and lifts in the Building in common with all persons authorised by us; and
  - (b) right to use the Utility Facilities located within the Building for running of water, electricity, gas and telecommunications facilities from and to the Property.
- 3.2 We and Our Authorised Person enjoy the rights listed in clause 3.1, and the following rights:
  - (a) right of free and uninterrupted passage and running of water, sewage, electricity, gas, cable, telecommunications and other forms of communications, and other services from and to the adjoining and neighbouring property in and through the Utility Facilities upon, over and under the Property and Building, and to lay, install make connections with, maintain, repair, renew, restore, alter or remove them for the purpose of or in connection with these rights;

- (b) all other easements and ancillary rights as set out or implied in the Land Titles Act (Chapter 157);
- (c) right of support and protection for the benefit of all other parts of the Building; and
- (d) right to redevelop, refurbish, alter, repair, maintain or in any way deal with, use or let the Building or Estate, as we require, even if your right of access to light or air to the Property or any other easements, may be affected, whether temporarily or otherwise.

#### **4 Your Obligations**

##### **Condition and Use of Property and Certificate of Title**

#### 4.1 You agree to:

- (a) accept the Property on an "as is" basis and be deemed to have full notice and knowledge of the state and condition of the Property and Estate;
- (b) commence business operations within 6 months from the Confirmation of Tenure for the Property and conduct full and continuous operations at the Property only for the Authorised Use throughout the Lease Term;
- (c) accept the Property on the basis that repairs, maintenance, refurbishment and upgrading works may be carried out in the Estate ("Refurbishment Works") from time to time, and contribute to the cost of these works in accordance with the Agreement for Lease and the Lease; and
- (d) obtain all necessary approvals required for the Authorised Use of the Property, including the installation and maintenance of plant and machinery and other fixtures and fittings, and keep them in force throughout the Lease Term.

4.2 Unless otherwise requested by us, you are not to make any objection or requisition in respect of the title to the Property and shall not require the delivery or production of any deeds or documents from us.

#### **5 Payments**

- 5.1
- (a) You agree to pay to us, where applicable, in addition to the Space Premium, the Service Charge, Usage Charge, Refurbishment Charge (if any), Goods and Services Tax ("GST") at the prevailing rate, and all other sums due in full and without any demand or deduction.
  - (b) We are entitled by notice, at any time, to revise or increase the Service Charge, Usage Charge, Refurbishment Charge and other charges. Such revisions will apply to you with effect from the date stated in the notice.

#### 5.2 You agree to pay to us the following:

- (a) charges for all services, additional services and facilities provided by us to you, including after-hours and excess air-conditioning, emergency power supply and additional power supply in excess of the stipulated usage at rates stipulated by us;
- (b) all fees and charges for the survey of the Property. We have the right to employ our own surveyor to carry out the surveys needed;
- (c) a reasonable proportion of the expense of constructing, repairing, rebuilding, refurbishing and cleansing all party walls, fences, sewers, drains, pipes, water-courses and other facilities the use of which is common to the Property, Building and Estate, and the occupiers of any adjoining property. If there is any dispute, the expense and proportion of it will be conclusively determined by our surveyor;
- (d) interest at the rate of 8.5% per annum, or such other rate determined by us, for all unpaid sums from the due date until payment in full is received by us. For unpaid Space Premium, the interest payable will be at 8.5% per annum or such other rate determined by us, from the due date until payment in full is received by us; and
- (e) legal fees, stamp duty and other reasonable costs and disbursements incurred in the preparation of the Agreement for Lease, and the legal fees relating to any enforcement of Your Obligations on a full indemnity basis.

5.3 You agree to pay for all Outgoings in respect of the Property and other outgoings as imposed by the Authorities on you. You will be required to reimburse us if we make such payments on your behalf for any reason.

## **6 Maintenance and Occupation**

6.1 You agree to:

- (a) maintain and keep the Property, and all items serving the Property, in good and tenable repair and condition (fair wear and tear excepted);
- (b) replace any item, as approved by us, serving the Property which needs to be replaced with an item of good quality and similar operational capabilities;
- (c) remove all items, and cease all such activities, which may pose a danger, cause obstruction or other disturbances, or to enable us to exercise our rights under the Agreement for Lease and the Lease, as required by us; and
- (d) contain and dispose of all waste, including pollutants and contaminants, in accordance with the Law or our requirements.

6.2 You agree not to:

- (a) do anything within the Property or Estate which in our view may be or may become a nuisance, annoyance or cause damage or inconvenience to the business or quiet enjoyment of any neighbouring property;
- (b) change or alter in any way the external appearance of the Property, Building or Estate, including walls, windows and grilles;
- (c) exceed the Maximum Floor Loading and ensure that the permitted load is sufficiently or evenly distributed;
- (d) do anything or use a forklift, which affects the structure or safety of the Property or Building, including during the period before the issue of the Certificate of Statutory Completion;
- (e) exceed the Maximum Electricity Load or interfere in any manner with the existing electrical design load, wirings, apparatus, fixtures or fittings in the Property, Building or Estate;
- (f) install or use any type of equipment, machinery, fixture, fitting, appliance or installation (collectively, "Equipment") that may cause heavy power surge, high frequency voltage or current, noise, vibration or any electrical or mechanical interference or disturbance which may disrupt any communication, electronic or similar system used or permitted by us within the Property, Building or Estate or the operation of any Equipment of other persons within the Property, Building or Estate;
- (g) display any sign except for your business name in such place and manner approved by us;
- (h) use the Car-Park to store goods, equipment or containers;
- (i) place anything beyond the boundaries of the Property, or obstruct any common areas of the Building or Estate;
- (j) keep any animal at the Property;
- (k) tap or use any utilities from any source or supply that is not arranged and paid by you;
- (l) permit any person to sleep or reside in the Property, temporarily or otherwise;
- (m) use the name of the Building or Estate, as part of your trade or business name; and
- (n) use the Property for any illegal or immoral purpose.

6.3 You must immediately inform us if there is any damage to the Property, Building or Estate caused (directly or indirectly) by you or Your Authorised Person, and restore the damage to our satisfaction or to its standard before the damage within the timeline required by us.

- 6.4 If you plan to take over or took over the fixtures, fittings, additions and alterations installed by another person (“Take-Over Item”), you must comply with our requirements and obtain the Authorities’ approvals for the Take-Over Item. You must immediately remove any Take-Over Item that is not in compliance or approved by us.
- 6.5 You are required during the Agreement for Lease and the Lease Term:
- (a) that before you start any fitting out works, you must procure a comprehensive construction or erection all risk insurance policy for the period;
  - (b) in yours’ and our joint names insure and keep insured the Property under an appropriate Public Liability Insurance Policy coverage against any third party liability with a limit of indemnity of not less than \$1million for each and every occurrence and/or series of occurrences arising out of one event and unlimited in the aggregate. Such policy must include “Cross Liability” and “Waiver of Subrogation” clauses;
  - (c) produce to us on demand the insurance policy and receipts of premium payment;
  - (d) not to do anything that will affect any insurance effected in respect of the Property, Building or Estate, or cause such insurance to become void or voidable; and
  - (e) insure all Your Items (including any Take-Over Item) against loss and damage.

## **7 Prohibited Transactions**

- 7.1 You must not:
- (a) assign or transfer the Property or the Agreement for Lease and the Lease; and
  - (b) sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Property or any part of the Property or charge or create a trust or agency over the Agreement for Lease and the Lease or any part of it.
- 7.2 Our prior consent is needed if you want to effect any one or more of the following:
- (a) carry out any additions or alterations of whatever nature, or remove or install any fixtures or fittings, at the Property;
  - (b) bring into the Property, Building or Estate, any bio-hazardous, corrosive, radioactive, flammable or other dangerous items;
  - (c) change the manner of holding or your respective shares in the Property;
  - (d) make any application for conversion under Part IV of the Limited Liability Partnerships Act (Chapter 163A);
  - (e) do any act (including pass resolutions) which may result in the issue of a notice of amalgamation under Part VII of the Companies Act (Chapter 50) which may cause the Property or Agreement for Lease and the Lease, to be transferred to or vested in any amalgamated entity; or
  - (f) make any changes in the Authorised Use of the Property or if the Property is occupied for any purpose other than for the Authorised Use. For a private limited company, you must in your consent application inform us of any change in the shareholding of your company in the last 5 years prior to the application. For a public company, you must inform us of any change in control or material change of the shareholding of your company in the last 5 years prior to application. For a sole proprietorship or partnership, you must inform us of any change in control or material change in ownership of your business in the last 5 years prior to application. We may impose terms and conditions with our consent.

## **8 Compliance with Law and Requirements**

- 8.1 You agree to comply with the Law in relation to Your Obligations and anything done at the Property, Building or Estate.
- 8.2 You agree to comply with all requirements of the Authorities (including fire safety, emergency lightings, exit lighting, exit signs and ancillary use of floor space). The Schedule of Statutory Controls has been provided together with the Offer.
- 8.3 You agree to comply with all our parking and other rules and regulations, made and amended from time to time, relating to the Building and Estate.

## **9 Access to Property**

- 9.1 You agree to permit us and Our Authorised Person to enter the Property at reasonable times and in emergencies to:
- (a) inspect the state of the Property and Estate, take inventory of Your Items and verify compliance with Your Obligations;
  - (b) carry out Refurbishment Works, maintenance, repairs or other works to or in connection with the Property and Estate, as we consider fit; and
  - (c) exercise such rights granted to us under the Agreement for Lease or the Lease.

For avoidance of doubt, in the event we and our Authorised Person, by written notice, request to enter the Property for the purposes of investigating unauthorised subletting or any other unlawful activities, you must permit us entry immediately or upon such date and time requested by us.

- 9.2 You agree to permit our prospective lessees to enter and view the Property, by prior appointment and at reasonable times, during the last 6 months of the Lease Term.

## **10 Expiry of Lease Term and Reinstatement**

- 10.1 Upon the premature termination of the Agreement for Lease or at the end of the Lease Term by expiry or otherwise:
- (a) to deliver up the Property to us in good and tenantable repair and condition;
  - (b) unless otherwise required by us in writing, to remove all fixtures, fittings, additions and alterations installed by you, Take-Over Item, repair and make good all damage due to such removal, and reinstate the Property (including completing the works (if any) stipulated in the Offer) to our requirements; and
  - (c) if required by us, to carry out decontamination works, and paint the Property.
- 10.2 If you fail to deliver vacant possession of the Property at the end of the Lease Term, you are and will be deemed to be holding over. You must then pay to us, for the period of holding over, double the amount of rent as determined by us and our determination will be final or double the prevailing market rent (whichever is higher), all charges and Outgoings. There will be no renewal of the Lease by operation of law or pursuant to the provisions of the Agreement for Lease or the Lease. During the holding over period, all other terms of the Agreement for Lease or the Lease will remain in effect. This clause will not be construed as our consent for you to hold over for any reason. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease.
- 10.3 If you leave behind any item, rubbish or discarded articles, and do not remove them within 14 days after our written request, we may sell, deal with or dispose the item as we think fit. You are responsible and it is deemed that the item belongs to you absolutely, and you must indemnify us against all claims made by a third party whose item has been sold or disposed of by us in good faith. The proceeds will be used to offset all Loss incurred by us including Outgoings and charges for the period during which the item is not removed from the Property. Any balance proceeds will be returned to you upon your written request.

## **11 Breaches and Re-entry**

- 11.1 In the event of a breach of any of Your Obligations, you must immediately make good your default at your own costs. We are entitled (but not obliged) to carry out any works or action we consider necessary to make good your default, and you must pay to us, on demand, the cost of such works or action. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease.
- 11.2 We are also entitled to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Property, and the Agreement for Lease or the Lease will immediately determine, if:
- (a) the Space Premium, Service Charge, Usage Charge, Refurbishment Charge or any other sum payable under the Agreement for Lease or the Lease remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);

- (b) you are in breach of any other of Your Obligations and if such breach is capable of remedy, you have failed to remedy the breach within a reasonable period stipulated by us;
- (c) any distress or execution is levied on Your Items at the Property; or
- (d) you suffer an Event of Insolvency.

Re-entry under this clause does not affect or diminish our rights or remedies in respect of any prior breach of Your Obligations (including the breach in respect of which the re-entry is made).

- 11.3 If the Property is mortgaged and the required notice of mortgage is given to us, we will not re-enter or forfeit the Agreement for Lease or the Lease until we have served a written notice of the breach to the mortgagee and the mortgagee has failed to remedy the breach within the timeline stipulated in the notice.
- 11.4 The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:
- (a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;
  - (b) any consent or approval given by us;
  - (c) any failure or omission by us to exercise any of our rights under the Agreement for Lease or the Lease or the Law;
  - (d) any receipt or acceptance by us of any payment or part payment of the Space Premium, Service Charge, Usage Charge, Refurbishment Charge or other sums payable under the Agreement for Lease or the Lease; or
  - (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.
- 11.5 The Space Premium will not be repaid or refunded to you in the event that we exercise our right of re-entry. For avoidance of doubt, any refund of the Space Premium in other situations will require an agreement by us in writing.

## **12 Indemnity and Exclusions**

- 12.1 You are required to indemnify us from all Loss (excluding wilful misconduct and gross negligence by us or Our Authorised Person) which we may suffer or incur in relation to the following:
- (a) the use of the Property or any other areas of the Estate, by you or Your Authorised Person;
  - (b) any occurrence within the Property; and
  - (c) any default of any of Your Obligations, and actions on our part to carry out such works or actions to make good your default (including reinstatement works when you have failed to do so, as well as payments of Space Premiums, Service Charges, Outgoings and other charges to us).
- 12.2 We are not liable for:
- (a) any act, omission, interruption, default (excluding wilful misconduct and gross negligence) by us or Our Authorised Person relating to the performance of any service provided by us, or the exercise of any of our rights;
  - (b) any Loss that may be suffered by you or Your Authorised Person relating to -
    - (b1) any event beyond our control (including acts of terrorism);
    - (b2) any subsidence or cracking of the apron/ground/production floor slabs of the Property, Building or any other area of the Estate;
    - (b3) any occurrence within the Property or Estate;
    - (b4) use of the Car-Park; or
    - (b5) any Loss to Your Items within the Property or Estate; and
  - (c) any loss of quiet enjoyment of the Property in relation to any of the events mentioned in this clause.

### **13 Other Conditions**

- 13.1 We are entitled to assign or novate all our rights and interest and transfer our obligations under the Agreement for Lease and the Lease to another person ("In-coming Lessor"). If we do so, you are deemed to have consented to such assignment or novation and will accept the In-coming Lessor as your new lessor, and to release us from all our obligations under the Agreement for Lease or the Lease, including our obligation to refund all other sums pursuant to the Agreement for Lease or the Lease. You will execute such document as required by us to effect the assignment or novation.
- 13.2 You must perform and observe the express and implied obligations imposed on us in the State Lease entered, or to be entered, into between us and the President of the Republic of Singapore in respect of the Estate ("Head Lease"), unless varied by the provisions of the Agreement for Lease or the Lease. If the Building or Estate is acquired by the State/Government, or the Head Lease is terminated, for any reason, the Agreement for Lease or the Lease will also terminate immediately. Neither party will then have any claim against the other, except for any accrued rights or remedies which will remain enforceable.
- 13.3 If there is a public or other emergency, we are entitled to deny or restrict access to the Property, Building and Estate for so long as we deem necessary.
- 13.4 Any written notice is sufficiently served on you by leaving it at your registered business address, even if returned undelivered. Any written notice to us is sufficiently served by leaving it at our registered address and duly acknowledged by Our Authorised Person.
- 13.5 For purpose of the Distress Act (Chapter 84), all unpaid Service Charge, Usage Charge, Refurbishment Charge, interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.
- 13.6 A person who is not a party to the Agreement for Lease or the Lease has no right under the Contract (Rights of Third Parties) Act (Chapter 53B) to enforce any of the provisions of the Agreement for Lease and the Lease.
- 13.7 If any provision of the Agreement for Lease or the Lease, at any time, is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions of the Agreement for Lease or the Lease (insofar as they are severable from such illegal, invalid or unenforceable provisions) will in no way be affected or impaired.
- 13.8 The Agreement for Lease or the Lease constitutes the entire agreement between the parties and no variation of the Agreement for Lease and the Lease will be enforceable unless agreed in writing between us.
- 13.9 We, and you, agree to consider mediation at the Singapore Mediation Centre ("SMC") as one of the dispute resolution options for any dispute under the Agreement for Lease or the Lease. For clarity, there is no default by either party if the dispute is not referred for mediation at SMC before the start of court proceedings.
- 13.10 The Agreement for Lease and the Lease are governed by Singapore laws. You irrevocably submit to the exclusive jurisdiction of the Singapore courts.

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