

TERMS & CONDITIONS GREEN MARK FOR INTERIORS

1. Definitions and Interpretation

- 1.1 The following words and expressions have the following meanings, unless they are inconsistent with the context:

AGREEMENT - an agreement concluded between SGBC and the Owner on the Effective Date in respect of the Interior for the Purposes, comprising:

- (a) these Terms and Conditions;
- (b) the Application;
- (c) the Green Mark for Interiors Criteria; and
- (d) the Owner's payment of the Fees.

APPLICATION – the application form submitted via [Green Mark for Interiors](#) and supporting information and/or documents submitted by the Owner or the Owner's representatives to SGBC, indicating an interest to have SGBC assess the Interior for the Purposes.

ASSESSMENT – the Assessors' assessment of the Interior for the Purposes based on the Agreement including the relevant *Green Mark for Interiors* Criteria applicable to the Interior at the date of submission of the Application via [Green Mark for Interiors](#) by the Owner, as set out at the [portal](#).

ASSESSORS – the SGBC officers or any other persons authorised by BCA and SGBC to carry out the Assessment of the Interior.

BCA – Building and Construction Authority.

CERTIFICATE – the certificate issued by SGBC on behalf of BCA setting out the *Green Mark for Interiors* rating of the Interior, if any, after completion of the Assessment and Site Verification of the Interior.

CERTIFICATION PROCESS – the process performed by SGBC before issuance of the Certificate in respect of the Interior, including the processes as described in Clause 2.2 below.

EFFECTIVE DATE – the date on which the Fees are paid by the Owner and received by SGBC and the date on which the Agreement is concluded.

EXPIRY DATE – the date in the Letter of Award indicating the last date the Letter of Award is valid.

FEES – the fees to be paid by the Owner to SGBC under the Agreement for the Purposes in respect of the Interior, including SGBC carrying out of the Assessment, issuance and delivery of the Letter of Award and the Certificate.

GREEN MARK – an internationally recognized green Buildings rating system implemented by BCA and tailored for the tropical climate which sets parameters and establishes indicators that establish the degree of increased energy effectiveness and enhanced environmental performance in the design, construction and operation of Buildings as described at BCA's website at [Green Mark Certification Scheme](#), and [Green Mark Assessment Criteria](#), the contents of which may be amended from time to time.

GREEN MARK FOR INTERIORS – a new green Interiors rating system implemented by SGBC under the broader umbrella of BCA’s Green Mark scheme, that sets parameters and establishes indicators for the performance in energy efficiency, health and wellbeing, environmental stewardship, SMART integration and low carbon in the design and operation of tenanted Interiors as described in website [Green Mark for Interiors](#), the contents of which may be amended from time to time.

GREEN MARK FOR INTERIORS CRITERIA – the assessment criteria as stated at [Green Mark for Interiors](#), the contents of which may be amended from time to time.

INTERIOR – the tenantable space identified in the Application for the Purposes.

LETTER OF AWARD – the letter issued by SGBC to the Owner setting out the *Green Mark for Interiors* certificate rating of the Interior after completion of the Assessment of the Interior.

OWNER – the owner of the Interior and the successors and permitted assigns of the owner.

PARTY – either SGBC or the Owner.

PARTIES – collectively SGBC and the Owner.

PROJECT – the project indicated in the application form for the Purposes.

PROJECT COORDINATOR – in respect of the Project has the meaning described in Clause 3.4 below.

PURPOSES – the appointment of SGBC by the Owner to assess the Interior under the *Green Mark for Interiors* scheme, and where appropriate, the obtaining of a *Green Mark for Interiors* rating in respect of the Interior.

SGBC – the Singapore Green Building Council.

SITE VERIFICATION – where applicable to the Interior as set out in the *Green Mark for Interiors* Criteria, and when required location assessment on,

- (a) the implementation, functionality and performance optimisation of the interior features installed; and/or
- (b) the energy efficiency performance based on the actual energy consumption data, to verify if the committed performance stated in the application in respect of the Interior is achieved, in the manner set out in the *Green Mark for Interiors* Criteria.

TERMS AND CONDITIONS – these terms and conditions as set out herein.

- 1.2 Words importing the singular also include the plural and vice-versa where the context requires.

2. Rights and Responsibilities of SGBC

- 2.1 BCA is the owner of the registered *BCA Green Mark* trademark and logo. Infringement of the trademark or logo, or both, will be pursued by BCA, a statutory board under the Ministry of National Development.
- 2.2 Where applicable, SGBC will carry out the stages of Certification Process in respect of the Interior accordance with the Agreement, in the order as follows, unless otherwise notified by SGBC in writing:

- 2.2.1 Assessment, in a manner which the Assessors determine;
 - 2.2.2 Site Verification, if required by the Assessors, and
 - 2.2.3 Issue of Letter of Award and Certificate upon completion of the Assessment and SGBC's determination that the Interior meet the minimum requirements and attains a *Green Mark for Interiors* rating under the Agreement;
- 2.3 If, after the Assessment of the Interior:
- 2.3.1 the Interior has been assessed by the Assessors as meeting the minimum requirements for attaining a *Green Mark for Interiors* rating under the Agreement;
 - 2.3.2 the Owner is not in breach of the Agreement; and
 - 2.3.3 SGBC has received all Fees due to it, SGBC shall issue the Letter of Award and the Certificate to the Owner following the completion of the Assessment. To avoid doubt, SGBC is not obliged to issue either or both documents if the Assessment is not satisfactory.
- 2.4 Should the Interior not be ready for Assessment on the dates proposed under Clauses 3.5, SGBC may impose additional fees for additional Assessment(s) that are required by the Owner. Such fees if imposed by SGBC shall be at SGBC's sole discretion.

- 2.5 SGBC may reject any other application in respect of the Interior for the Purposes under the *Green Mark for Interiors* scheme for the period from the Effective Date until the Expiry Date (both dates inclusive).
- 2.6 For the avoidance of doubt, BCA and SGBC shall be under no obligation to make available to the Owner the detailed Assessment scores or any other information pertaining to the Assessment.
- 2.7 Before the Letter of Award is issued, SGBC may conduct random audits of the Interior, with one (1) working day prior written notice to the Owner. BCA officers may join in the audit.
- 2.8 BCA and SGBC may:
- 2.8.1 publish in any manner and on any medium it deems fit, including:
- (a) a list of the Interiors that have or have not attained Green Mark for Interiors certification;
 - (b) the Green Mark for Interiors rating awarded to the Interiors;
 - (c) changes in the status of *Green Mark for Interiors* certification for the Interiors;
 - (d) withdrawals of Letter of Award and/or Certificate;
 - (e) any statistical and/or other information associated with the Interiors / Projects; and
- 2.8.2 publish information in respect of the Interior / Project in any manner and on any medium it deems appropriate in so far as such publication is for the purposes of publicity of Green Mark and *Green Mark for Interiors*.

- 2.9 If any incident or condition arises in respect of the Interior during the Certification Process that may, in SGBC's sole opinion, compromise the environmental, health and safety performance of the Interior, result in any fatality or any permanent disablement, or that may compromise the structural integrity of the Interior or any adjoining spaces, SGBC may withhold the issuance of the Letter of Award and/or the Certificate for such period of time as SGBC may solely determine.
- 2.10 To the extent permitted under law, nothing in the Letter of Award, or the Certificate or any opinion conveyed during or relating to the Certification Process shall be construed as an express or implied warranty from SGBC in respect of the Interior.

3. Rights and Responsibilities of Owner

- 3.1 The Owner shall make available to SGBC such documents detailing the energy-use optimisation features and environmental-friendly features of the Interior and such other documents as deemed necessary and requested by SGBC for purpose of the Assessment and Site Verification. The Owner shall also make such information and documents available to BCA if requested.
- 3.2 The Owner shall ensure that the Interior comply with prevailing laws, including regulations and codes relevant to the Interior.
- 3.3 The Owner and his/her representatives shall provide their full cooperation to SGBC, its officers and its authorised representatives in the performance of the Assessment and Site Verification, and shall:
- 3.3.1 comply with all requests by SGBC (including requests for documents, presentations etc.) in respect of the Certification Process; and

- 3.3.2 not be in any way interfere, hinder or seek to influence SGBC's Assessment and/or Site Verification.
- 3.4 In respect of the Interior / Project, the Owner shall appoint one of its employees or third-party consultants, to act as the Owner's agent ("Project Coordinator") in respect of this Agreement to liaise with SGBC for the Purposes and the duration of the Agreement including the Assessment and Site Verification.
- 3.5 The Owner shall ensure that the Project Coordinator performs the following obligations in respect of the Interior / Project. The Project Coordinator shall:
- 3.5.1 propose to SGBC the date(s) for the Assessment, provided always that the Assessment shall be carried out no later than twelve (12) months from the date of the Fees payment received, failing which, SGBC shall cease to be under any obligation under the Agreement and shall, for the avoidance of doubt, be under no obligation to refund any Fees which have been paid;
 - 3.5.2 ensure that all information submitted for the purposes of the Assessment are true and accurate; and
 - 3.5.3 inform SGBC of any material changes in the Interior, or operation of the Interior, which may affect the Assessment.
- 3.6 The Owner shall allow the Assessors full access to the Interior for the purposes of conducting the Site Verification, and the Owner shall be responsible for the safety of the Assessors while the Assessors are at the Interior. The Owner shall provide and maintain unhindered and safe access to facilitate the Site Verification and inspection

works, including but not limited to providing equipment including special ladders, platforms, ramps or scaffolding as required by the Assessors.

- 3.7 The Owner shall give SGBC at least **seven (7) days** written notice when arranging for any required Site Verification.
- 3.8 The Owner acknowledges and accepts that the decision whether to issue the Letter of Award and/or the Certificate and the relevant *Green Mark for Interiors* rating to be issued is solely based on the *Green Mark for Interiors* Criteria and the declarations and information provided by the Owner and relevant third parties, including but not limited to the Owner's consultants and contractors. For the avoidance of doubt, SGBC is under no obligation to issue the Letter of Award and/or the Certificate to the Owner at the *Green Mark for Interiors* rating which the Owner originally applied for, and may, in its sole discretion, issue a Letter of Award and/or the Certificate at a lower *Green Mark for Interiors* rating.
- 3.9 The Owner acknowledges and accepts that the Letter of Award and the Certificate are not based on a detailed evaluation or examination of the Interior, and that the Assessors conduct no other examinations, tests or inspections other than the examination, tests or inspections set out in the *Green Mark for Interiors* Criteria.
- 3.10 Any Assessment and decision to issue the Letter of Award and the Certificate made by SGBC shall be final, and shall not be subject to review save for manifest errors, and the Owner undertakes not to challenge or contest any such Assessment and decision.
- 3.11 SGBC may, upon the Owner's written request, grant to the Owner written permission for making appropriate references to BCA, SGBC and the *Green Mark for Interiors* rating

issued in respect of the Interior in advertising or promotional materials, provided always that:

3.11.1 the Owner's reference to BCA, SGBC and the *Green Mark for Interiors* rating issued in respect of the Interior shall in no way create a misleading impression as to the nature of SGBC's assessment or findings; and

3.11.2 the Owner shall at all times comply with the terms and conditions relating to the use of the BCA Green Mark logo as set out in [Guidelines for Usage of BCA Green Mark Logo](#), and SGBC logo as set out in [T&C for use of SGBC Website](#).

3.12 The Owner acknowledges and accepts that the Letter of Award and/or Certificate and the relevant *Green Mark for Interiors* rating will cease to be valid if any material changes are made to the materials, design, construction, or operation of the Interior which may affect the rating before the Expiry Date.

3.13 The Owner shall not use the Letter of Award, the Certificate, Green Mark and *Green Mark for Interiors* logos / decals or any part thereof, or make any representations in respect of the Letter of Award, the Certificate, Green Mark and *Green Mark for Interiors* logos / decals, *Green Mark for Interiors* rating, or any part thereof for purposes not permitted under this Agreement or not permitted by SGBC in writing.

3.14 The Owner acknowledges and accepts that the Letter of Award will cease to be valid after the Expiry Date or if there are any material changes to the Interiors as spelt out in Clause 3.12 and/or the Letter of Award. After the Expiry Date, the Owner shall not make any representation in respect of or use Green Mark and *Green Mark for Interiors* logos / decals and *Green Mark for Interiors* rating issued in respect of the Interior.

4. Fees

- 4.1 The Owner shall pay the Fees to SGBC in the amount and manner set out under the Agreement. The Owner shall bear all applicable taxes and bank charges in respect of the Agreement, if any, in addition to the Fees.
- 4.2 Notwithstanding any other provision in this Agreement, for the avoidance of doubt, SGBC shall not under any circumstance be under any obligation to carry out the Assessment, Site Verification, issue or deliver the Letter of Award and/or the Certificate if the Fees have not been received by SGBC.
- 4.3 If the Owner notifies SGBC in writing that the Owner wishes to withdraw from the Agreement, SGBC may refund the Fees paid provided that both SGBC and the Owner agree to terminate the Agreement, and subject to an administrative charge, payable by the Owner, the amount of which is to be determined by SGBC in its sole discretion.
- 4.4 The Fees payable under the Agreement shall be final and conclusive and binding on the Owner.

5. Limitation on Liability

- 5.1 To the extent permitted under law, SGBC and its directors, servants, agents, employees and authorized representatives shall not be liable for any and all direct and indirect loss, damage or claims arising from or in relation to this Agreement including the Certification Process, the Letter of Award and the Certificate; and any opinion expressed during or in relation to the Assessment and Site Verification.
- 5.2 The Owner acknowledges and accepts that the Letter of Award and the Certificate represent that the Interior has satisfied the *Green Mark for Interiors* Criteria and should not be construed as indicative of or in any way related to the value or worth of the

Interior or as a recommendation to buy, sell, lease or otherwise deal with the Interior. The Owner further acknowledges that the results of the Assessment, Site Verification, the Letter of Award and the Certificate are not intended in any way to alter or supersede statutory requirements and/or responsibilities in Singapore.

- 5.3 The Owner acknowledges and accepts that, while every effort is made to ensure that consistent standards are used in the carrying out of the Certification Process for different Interiors, there may be a degree of subjectivity involved in the Certification Process which may result in any actual and/or perceived variations in the assessments and/or *Green Mark for Interiors* ratings issued for different Interiors. Any assessments and/or *Green Mark for Interiors* ratings issued by SGBC shall be conclusive and final, and SGBC shall not be liable for any loss or damage suffered by reason of any variation in Clause 5.3 herein.
- 5.4 To the extent permitted under law, SGBC and its directors, servants, agents, employees and authorized representatives shall not be liable for any damage that arises from or relates to the Interior and/or other properties in the vicinity of the Interior in the course of performing the Agreement including the Assessment and Site Verification.
- 5.5 The Assessment and Site Verification of the Interior are conducted at the Owner's own risk. While all possible care is taken in the Assessment and Site Verification, preparation of the Letter of Award, and the Certificate, neither SGBC nor its directors, servants, agents, employees or authorised representatives shall be liable (whether under the express or implied terms of this Agreement, at common law or in any other way) to the Owner or to any other persons for any loss, damage or injury of whatever nature arising out of or resulting from any act, neglect, omission or default on the part of SGBC or its directors, servants, agents, employees or authorised representatives,

relating to any information or opinion given or expressed whether in the Letter of Award, the Certificate, or elsewhere.

- 5.6 The Owner shall fully indemnify, defend and hold harmless SGBC and its directors, servants, agents, employees and authorized representatives against any loss, damage costs or expenses (including legal costs on an indemnity basis) to be incurred by SGBC or its directors, servants, agents, employees and authorized representatives by any third parties arising from or relating to the Agreement including any Assessment and Site Verification of the Interior, the Letter of Award, the Certificate, or any information or opinion given or expressed in relation to the Assessment and Site Verification.
- 5.7 Clause 5 shall survive the termination, expiry or discharge of the Agreement.

6. Termination

- 6.1 Without prejudice to its rights at common law, SGBC may, without any compensation to the Owner, terminate this Agreement at any time with immediate effect by giving the Owner a written notice of termination if:
- 6.1.1 the Owner has not paid the Fees in accordance with the Agreement;
 - 6.1.2 the Owner has failed to comply with Clause 3.2;
 - 6.1.3 the Assessment has not taken place within **twelve (12)** months from the date of the Fees payment received as stipulated under Clause 3.5.1;
 - 6.1.4 the Owner has failed to comply with any of the terms and conditions specified in the Agreement;

6.1.5 the Assessment and/or Site Verification do not meet the Green Mark for Interiors Criteria and other relevant criteria stipulated in this Agreement; or

6.1.6 the Owner or Project Coordinator has submitted false or misleading information to SGBC.

6.2 Upon termination of the Agreement, SGBC may withdraw the Letter of Award and/or the Certificate that has been issued in respect of the Interior.

6.3 For the avoidance of doubt, in the event that the Agreement is terminated by SGBC under this Clause 6, there shall be no refund of any Fees or part thereof and the Owner shall nevertheless be liable for all Fees or monies due to SGBC therefor and no claim whatsoever shall be made by the Owner for any Fees or monies already paid to SGBC.

6.4 Clause 6 shall survive the termination, expiry or discharge of the Agreement.

7. Withdrawal and Withholding

7.1 In the event of any site incident or conditions that may, in the sole opinion of SGBC, compromise the Interior's environmental, health and safety performance, result in any fatality or any permanent disablement, or that may compromise the structural integrity of the Interior or any adjoining spaces, SGBC shall be entitled to withhold the issuance and / or delivery of the Letter of Award and/or the Certificate. The period of withholding shall be at the sole discretion of SGBC.

8. Force Majeure

8.1 Notwithstanding anything to the contrary in this Agreement, each Party, and where applicable its officers, employees, agents, or authorised representatives shall not be liable or be in any way responsible to the other Party in respect of any failure of the first

mentioned Party to perform any of its obligations under the Agreement by reason of any event beyond the Party's reasonable control ("**Force Majeure Event**"), including but not limited to riots, civil unrest, curfew, state of emergency, labour disputes, strikes, war, civil war, lockouts, floods, fires, acts of terrorism, pandemics and acts of God.

8.2 A Party prevented from, or delayed in, the performance of its obligations under this Agreement by a Force Majeure Event shall not be liable for such failure or delay if it gives a written notice thereof to the other Party within **seven (7)** days from the occurrence of the Force Majeure Event, specifying the matters constituting the Force Majeure Event and estimating a period of time for which such prevention or delay may continue, and resumes that obligation as soon as the Force Majeure Event ceases.

8.3 If the Force Majeure Event continues for a period exceeding three (3) months from the date of the notice given under Clause 8.2, any Party may at any time within **one (1) month** thereafter terminate this Agreement by written notice to the other Party without being liable to the other Party for any loss arising from such termination.

9. Confidentiality

9.1 Each of the Parties shall at all times keep confidential (and procure that its respective representatives and nominees keep confidential) any confidential information (oral or written) in relation to the *Green Mark for Interiors* scheme or the other Party and its business and affairs which the first-mentioned Party may acquire in the performance of the Agreement, and shall not use or disclose such confidential information except with the prior written consent of the other Party.

9.2 Clause 9.1 shall not apply in respect of:

- 9.2.1 any disclosure required by any law, regulation, order or directive of any governmental or regulatory body or court of competent jurisdiction in Singapore or elsewhere (including any recognized stock exchange);
- 9.2.2 any information disclosed by a Party to its representatives and nominees for the purpose of the Agreement;
- 9.2.3 any information which is in the public domain otherwise than by a breach of Clause 9.1 by a Party;
- 9.2.4 any information which is developed by a Party independently of the confidential information disclosed by the other Party;
- 9.2.5 any disclosure to a Party's professional advisers including financial or legal advisors.

9.3 Clause 9 shall survive the termination, expiry or discharge of the Agreement.

10. Correspondence

- 10.1 Any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and may be sent by hand, under pre-paid registered mail cover, or electronic mail or other electronic means to:
 - (a) In the case of the Owner, the registered address or such other correspondence address or electronic mail address as notified to SGBC from time to time; and
 - (b) In the case of SGBC, the following electronic mail address: gm-interiors@sgbc.sg

10.2 Any such correspondence shall be deemed duly served:

- (a) in the case of delivery by hand, upon written acknowledgement of receipt by an officer or other duly authorised officer, agent or representative of the recipient;
- (b) in the case of pre-paid registered mail, two (2) clear business days after dispatch; and
- (c) in the case of electronic mail or other electronic means, when it is sent to the relevant Party's electronic mail address.

10.3 Either Party may change its address and electronic mail address referred to above by giving the other Party at least fourteen (14) days written notice of the change.

10.4 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours of sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

11. Waiver

11.1 Any failure to exercise, or any delay in exercising, by SGBC, any right or remedy under this Agreement shall not operate as a waiver of such right or remedy.

11.2 Clause 11 shall survive the termination, expiry or discharge of the Agreement.

12. Severance

12.1 If any provision in the Agreement, in whole or in part, is determined by a court of law in Singapore or an arbitral tribunal to be illegal, invalid, void or unenforceable, that provision or such part thereof shall, to the extent required, be severed from this Agreement and

rendered ineffective, without modifying the other provisions of the Agreement which shall remain valid and effective.

12.2 Clause 12 shall survive the termination, expiry or discharge of the Agreement.

13. Entire Agreement

13.1 The Agreement contains the whole agreement between SGBC and the Owner relating to the subject matter of this Agreement to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any and all previous agreements, warranties, undertakings, statements or representations whether oral or written, given or made by SGBC and/or the Owner in respect of the matters set out herein.

13.2 Clause 13 shall survive the termination, expiry or discharge of the Agreement.

14. Governing Law

14.1 The Agreement shall be governed by and construed in accordance with the laws of Singapore.

14.2 Clause 14 shall survive the termination, expiry or discharge of the Agreement.

15. Assignment

15.1 The Owner shall not assign, transfer, subcontract or delegate any of its rights, interest or obligations under the Agreement without the prior written consent of SGBC, which may be given on such terms and subject to such conditions as SGBC may require.

16. Variation

16.1 The Agreement may be amended only by agreement in writing executed by SGBC and the Owner. A variation made in accordance with this Clause 15.1 shall not require consideration for the variation to be binding and enforceable.

16.2 Clause 16 shall survive the termination, expiry or discharge of the Agreement.

17. Dispute Resolution

17.1 The Parties agree that before referring any dispute or difference in respect of the Agreement to arbitration or court proceedings, and if both Parties agree to attempt resolving the dispute or difference through mediation, the Parties shall make reasonable efforts to resolve the dispute or difference in accordance with the mediation procedure for the time being in force, of the Singapore Mediation Centre.

17.2 If the dispute or difference in respect of the Agreement remains unresolved by mediation, if applicable, SGBC may elect to have the dispute or difference resolved by the Singapore Courts, in which event both Parties shall submit to the exclusive jurisdiction of the Singapore Courts.

17.3 Subject to and without prejudice to Clause 16.2, any dispute or difference arising out of or in connection with the Agreement, including any question regarding the existence, validity or termination of the Agreement, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference to this Clause. The tribunal shall consist of one (1) arbitrator to be jointly appointed by the Parties within **thirty (30) days** of a Party’s first proposal of an arbitrator to be appointed, failing which the arbitrator shall be appointed by the Singapore International Arbitration Centre, and the language of the arbitration shall be English.

17.4 Clause 17 shall survive the termination, expiry or discharge of the Agreement.

18. Rights of Third Parties

18.1 A person who is not a party to the Agreement shall have no right under the *Contracts (Rights of Third Parties) Act 2001* to enforce any term of the Agreement.

18.2 Clause 18 shall survive the termination, expiry or discharge of the Agreement.