



This Contract is made and entered into on the Execution Date set out in Schedule 1 (Details of the Contract) hereto

By and between

SISILI HANARO ENCARE (PRIVATE) LIMITED, a company duly incorporated under the laws of Sri Lanka, bearing company No. **PV 91546** and having its registered office at **No. 05, Rheinland Place, Galle Road, Colombo 03**. (hereinafter referred to as "**SERVICE PROVIDER**", which term shall as herein used where the context so requires mean and include the said Sisili Hanaro Encare (Private) Limited, its successors and assigns) on the First Part;

And

THE PARTY SPECIFIED IN SCHEDULE 1 HERETO (hereinafter referred to as "**CUSTOMER**", which term shall as herein used where the context so requires mean and include the said **CUSTOMER** its successors and permitted assigns") of the Other Part;

WHEREAS the **SERVICE PROVIDER** has represented that it has the expertise and experience to provide the Services (defined herein) as required herein and has expressed its desire to provide to **CUSTOMER** the required Services;

AND WHEREAS based on the representation made and the proposal submitted by the **SERVICE PROVIDER** to **CUSTOMER**, **CUSTOMER** hereby awards the contract to the **SERVICE PROVIDER** subject to the terms and conditions set out herein.

NOW THIS CONTRACT WITNESSETH and is hereby agreed by and between the Parties hereto as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them below:

"Contract"

shall mean this formal contract executed between the **SERVICE PROVIDER** and **CUSTOMER**, Schedules hereto, and includes any subsequent amendments thereto entered into between **CUSTOMER** and the **SERVICE PROVIDER**, and shall supersede any previous contract,





understanding, representations written or oral concerning the subject matter;

"Day"

shall mean a calendar day;

"Eventuality"

shall mean an eventuality that prevents or delays the performance of this Contract in whole or in part by either Party under this Contract due to any act of god, reason of governmental decision, war whether declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire, typhoons, flood or any natural disasters, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel) strike and lockout or any other event beyond the reasonable control of the Party concerned.

"Month"

shall mean a calendar month;

"Parties"

shall mean CUSTOMER and the SERVICE PROVIDER, and **"Party"** shall mean either one of them;

"Services"

shall mean the services detailed in schedule 2 (Description of Services and Scope of Work) hereto to be carried out by the SERVICE PROVIDER under this Contract and a Variation thereto;

"Term"

shall mean the period set out in Schedule 1 (Details of the Contract) hereto;

"Variation"

shall mean a revision or reasonable alteration or addition to or omission to the Services or part thereof, requested by CUSTOMER or SERVICE PROVIDER during the term of this Contract;

"Waste"

shall have the meaning of Schedule 2 hereto

"Week/Weekly"

shall mean a calendar week;

"Working Day"

shall mean Monday to Friday exclusive of any public or mercantile holidays in Sri Lanka;

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

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