



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.

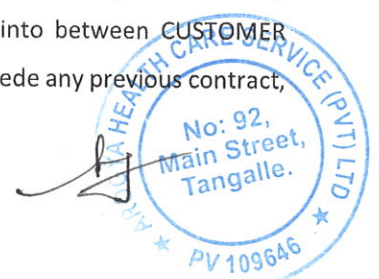
NOW THIS CONTRACT WITNESSETH and is hereby agreed by and between the Parties hereto as follows:

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,





conditions as will most closely correspond to the legal and economic contents of the said terms and conditions.

- 21.7. This Contract shall not be construed to create any relationship of principal and agent between Parties hereto and neither Party shall create any contractual obligation to any third party on behalf of the other.
- 21.8. Nothing contained in this Contract shall be construed as creating a partnership, joint venture, agency, trust, fiduciary relationship or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Contract. The Parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth in this Contract on the terms and conditions set forth in this Contract.
- 21.9. The Parties hereto represent and warrant to each other that their authorised signatories are entitled to sign on their behalf and the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on them.

IN WITNESS WHEREOF the Parties hereto caused their authorised representatives to set their respective hands hereto and to one other of the same tenor on the Execution Date

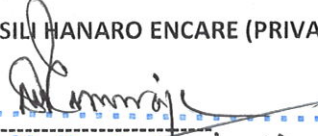
Signed for and on behalf of:

SISILI HANARO ENCORE (PRIVATE) LIMITED

By: 
Name: **Chinthaka Abeyssekera**
Chief Executive Officer (CEO)
Title: **Sisili Hanaro Encare (Pvt) Ltd.**
No. 05, Rheinland Place,
Colombo 03.

Signed for and on behalf of:

SISILI HANARO ENCORE (PRIVATE) LIMITED

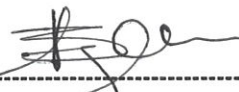
By: 
Name: **Nalinda Ranaraja**
Assistant General Manager
(Marketing and Recoveries)
Title: **Sisili Hanaro Encare (Pvt) Ltd**
No. 05, Rheinland Place,
Colombo 03

Company Seal




Signed for and on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

By: 
Name: **B. H. A. S. Perera**
Title: **Director**

Signed for and on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

By: 
Name: **M. M. M. Riyas**
Title: **Manager**

Company Seal





- that is not properly segregated and labelled by the CUSTOMER and SERVICE PROVIDER shall charge for the visit as same, as it could endanger the health of SERVICE PROVIDER'S employees and/or damage SERVICE PROVIDER'S Treatment Machinery.
6. The SERVICE PROVIDER shall weigh the total quantity of collected Clinical Waste as defined in the point no 3 above, according to the respective Type at above mentioned central location and shall submit a "Collection Document" highlighting the quantities which are to be verified, signed and handed over by the CUSTOMER at the same time.
 7. The SERVICE PROVIDER shall only be liable for the collected clinical waste quantity highlighted in the collection documents. [Collection Document]
 8. The SERVICE PROVIDER shall provide an invoice to the CUSTOMER monthly for the services provided to the CUSTOMER based on the "Collection Document" and the agreed upon rates, after which each CUSTOMER agrees to pay the due amount in no less than thirty (30) days from the billing date.
 9. The agreed upon rates are valid for the entire period of this Agreement in the event of any variation. To the price the SERVICE PROVIDER shall provide prior written notice to the CUSTOMER on such variation.

Schedule 3

Price Schedule

Hospitals / Labs / Clinics and other Institutions:

	Package Details per month
Qty (Kg)	50
Rate (Rs)	12,000/- + Government Taxes
Collection Frequency	Weekly

1. As per the charges and quantity mentioned in above package, an excess charge of Rs 130 + Government Taxes per KG shall be charged for every additional Kg from the CUSTOMER.
2. As per this Schedule 3, the monthly rental charge shall be considered a fixed charge irrespective of generated waste.
3. Monthly rental is a fixed charge per month paid by the client either generated waste or not. Such rental shall not be waived off in any circumstance.

