



### 13. TERMINATION AND CONSEQUENCES OF TERMINATION

#### Termination

- 13.1. Either Party by giving thirty (30) Days' notice in writing to the other, without prejudice to any other rights herein, may terminate this Contract at the occurrence of any of the following circumstances;
- 13.1.1. if the other Party commits a breach of any of the terms and conditions of this Contract and such breach is not remedied within the aforesaid thirty (30) Days written notification period;
  - 13.1.2. if the other Party becomes insolvent or goes into voluntary or compulsory liquidation or passes an effective resolution for winding-up or make an arrangement or composition with its creditors, or if any receiver be appointed on behalf of debenture holders or otherwise;
- 13.2. Either Party may at its discretion terminate this Contract at any time with sixty (60) Days' prior written notice to the other Party.
- 13.3. In the event of breach of any representations and guarantees set forth in Clause 3 (Representations and Guarantees) herein.
- 13.4. In the event of termination, the CUSTOMER shall pay the SERVICE PROVIDER all pending and due invoices without any delay whatsoever.
- 13.5. CUSTOMER shall not refrain from and/or stop making any payments to the SERVICE PROVIDER for any discrepancy of the services or invoices unless a written notice is provided to the SERVICE PROVIDER on such dispute within 14 working days from the date of the invoice. Parties shall resolve the invoice dispute in an amicable manner. in the event of any failure to resolve such discrepancy within 30 days the Parties may seek relief of clause 15 Dispute Resolution methods.
- 13.6. Any Refundable Deposit made to the SERVICE PROVIDER shall be returned to CUSTOMER upon termination of this Contract after deducting any pending invoices and/or due payments.
- 13.7. The termination of this Contract shall not prejudice the rights of either Party to sue for damages or obtain any other relief in respect of any antecedent breach of the terms and conditions of this Contract or any right having been accrued to either Party prior to such termination.





**14. GOVERNING LAW**

- 14.1. This Contract shall be governed and interpreted in accordance with the substantive laws of Sri Lanka.

**15. DISPUTE RESOLUTION**

- 15.1. If any dispute or difference whatsoever arises between the Parties out of or concerning matters relating to this Contract or any provision thereof, the Parties herein shall use their best endeavours to resolve the dispute or difference amicably.
- 15.2. Failing amicable resolution of such dispute or difference by the Parties hereto within thirty (30) Days from first reference of such dispute or difference shall then be finally resolved by reference to a Court of Law of Sri Lanka.

**16. MANAGEMENT AND CONTROL**

- 16.1. All equipment, facilities and other resources used by the SERVICE PROVIDER shall at all times be under the sole direction and control of SERVICE PROVIDER.
- 16.2. Except as otherwise provided in this Contract, management of, and control over, the provision of the Services shall reside solely with the SERVICE PROVIDER.

**17. FORCE MAJEURE**

- 17.1. In the event of an Eventuality the affected Party shall give notice to the other within Two (02) Working Days from the date of occurrence thereof together with anticipated period of the Eventuality (where possible) and performance of this Contract shall be resumed as soon as possible after such Eventuality has come to an end or ceased to exist, provided that if the performance in whole or in part of any obligation under this Contract is delayed by reason of any such Eventuality for a period exceeding forty five (45) Days, the Parties shall review in good faith the desirability and conditions of terminating this Contract.

**18. DESIGNATED OFFICER**

- 18.1. The Parties shall appoint contact personnel and substitute contact personnel who, after acceptance by the other, shall be the only persons authorised to bind the Parties to execution of this Contract. The Parties shall not be bound to act on instructions of any representative other than appointed contact personnel. Any change in the contact personnel of one Party will be effective only upon the other Party being notified in writing.