

# SERVICE AGREEMENT

This Service Agreement (hereinafter called and referred to as the "Agreement") is made and entered into in the Democratic Socialist Republic of Sri Lanka on this 14<sup>th</sup> day of February Two Thousand and Twenty-Three (2023).

## BY AND BETWEEN

**G F C WASTE MANAGEMENT (PRIVATE) LIMITED**, a Company duly incorporated under the Companies Laws of Sri Lanka bearing Registration No. PV 120688 and having its registered office at No. 170, Ambathale Road, Sedawatta in the said republic (hereinafter sometimes called and referred to as the "**SERVICE PROVIDER**" which term or expression as herein used shall where the context so requires or admits mean and include the said G F C Waste Management (Private) Limited, its successors and assigns) of the **One Part** and

**Cayo Holdings Private Limited** duly incorporated under the laws of Sri Lanka bearing certificate No. PV00212901 and having its registered office at No. 329/A, Koshinna, Geliya, 20620 in the said Republic of Sri Lanka (hereinafter referred to as "**CUSTOMER**" and which term or expression as herein used shall where the context so requires or admits mean and include the said **Cayo Holdings Private Limited** its successors and assigns) on the First part;

## WHEREAS:

1. The **SERVICE PROVIDER** is a licensed medical waste management services provider; and
2. The **CUSTOMER** is officially engaged in health care industry; and
3. The **CUSTOMER** is desirous of engaging the **SERVICE PROVIDER** and the **SERVICE PROVIDER** is desirous of providing the waste disposal services to the **CUSTOMER** upon and subject to the terms and conditions set out herein below.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby mutually agreed and declared by and between the parties hereto as follows: -

## 1. TERM AND CONDITIONS

- 1.1. This Agreement shall be valid and effective for a period of One (1) year from the date of this Agreement and may be renewed for a further period upon the expiry of this Agreement on the terms and conditions parties may then agree

## 2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

- 2.1. The SERVICE PROVIDER hereby represents and warrants that it has necessary skills, expertise, knowledge and experience to perform its obligations under this Agreement.
- 2.2. The SERVICE PROVIDER further represents and warrant that it has further procured all requisite licenses, permits and approvals to provide the services stipulated hereunder.

## 3. PROVISION OF SERVICES

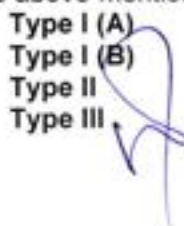
- 3.1 The SERVICE PROVIDER undertakes to provide an uninterrupted service of collection, transportation and disposal of medical waste as further defined in the **Table A**.

**Table A – Defined Categories and Rates of Waste to be collected**

| Type I (A)              | Type I (B)         | Type II             | Type III       |
|-------------------------|--------------------|---------------------|----------------|
| Infectious Waste        | Pathological Waste | Sanitary Pads Waste | Sharp Waste    |
| Yellow Bags             | Yellow Bags        | Yellow Bags         | Corrugated Box |
| LKR 235/KG              |                    |                     |                |
| LKR 1000.00 (Transport) |                    |                     |                |

- 3.2 The SERVICE PROVIDER agrees to remove medical waste as defined in the table above, at the request made by the CUSTOMER, in a Freezer truck and dispose at Hambantota Clinical Waste Treatment Facility according to CEA approved and authorized guidelines.
- 3.3 The SERVICE PROVIDER hereby agrees and undertakes to collect waste classified in Table A from the CUSTOMER'S premises as follows:
- No. 329/A, Koshinna, Gelioya, 20620.**
- 3.4 The CUSTOMERS hereby agrees and undertakes to segregate and label the above-mentioned waste as,

Type I (A)  
Type I (B)  
Type II  
Type III



The SERVICE PROVIDER shall reserve the right to not accept the waste as defined in the table above that is not properly segregated and labeled, as it could affect the health of workers and/or damage the incinerator of the service provider.

3.5 The SERVICE PROVIDER shall weigh the total quantity of collected all medical waste as defined in the table A above according to respective Type at above mentioned location and shall submit a "Collection Document" highlighting the quantities which are to be verified, signed and sealed by the CUSTOMER at the same time.

3.6 SERVICE PROVIDER hereby agreed to dispose medical waste collected from customer at his owned Medical Waste incineration facility at Hambantota holding EPL: 19244(R0)/16.06.2022. SWL: 1056/HWM/A52/ML/CEA/2022/R1/F0/18.07.2022.

#### **4. SCOPE OF WORK**

4.1 The SERVICE PROVIDER shall supply the Services in accordance with the terms and conditions set forth herein. In consideration, the CUSTOMER shall pay the SERVICE PROVIDER for the services rendered as set out in Table A (Category /Rate Schedule) hereto.

#### **5. REPRESENTATIONS AND WARRANTIES**

The SERVICE PROVIDER represents and warrants that:

5.1 It shall provide the Services in accordance with this Agreement. To the extent that the standard of the Services has not been specified in this Agreement, the SERVICE PROVIDER shall use accepted quality materials, techniques and standards and execute the Services promptly with care, skill and diligence required in accordance with the best practice of the industry.

5.2 it has the expertise, skills, knowledge and the experience to provide the Service herein;

5.3 the Services shall be performed by personnel who are trained, experienced and skilled in undertaking such services required hereunder; Both Parties represent and warrant the SERVICE PROVIDER has the experience to carry on the business specified in this Agreement.

#### **6. PRICE(S)**

6.1 The price(s) for the Services shall be as per Table A hereto throughout the Agreement period.



6.2 Such price(s) shall be excluding any applicable government taxes as more fully mentioned in Clause 08 (taxes) hereto.

6.3 The price(s) hereunder set forth are quoted in Sri Lankan Rupees (LKR).

6.4 The price(s) agreed upon are valid for the entire period of this Agreement provided in the event of any Variation to the price, due to fuel increment (Diesel & Kerosine) the SERVICE PROVIDER shall provide prior written notice to the CUSTOMER about such a Variation, which shall be part and parcel of this Agreement. (Subject to clause 6.5)

6.5 The price(s) of Table A shall be increased by 10% every year.

## **7. PAYMENT TERMS**

7.1 The SERVICE PROVIDER shall furnish an invoice to the CUSTOMER at the end of the month for the services provided during the respective month based on the "Collection Document" at the rates agreed upon between Parties.

7.2 CUSTOMER shall settle all due payments within Fifteen (15) days from the date of receipt of the invoice.

7.3 CUSTOMER agreed to transfer online or Cheque payments to the service providers below mentioned bank account during this contract period

Account Name: GFC WASTE MANAGEMENT (PVT) LTD.  
Account No: 0810-13350738-001  
Bank: Seylan Bank  
Branch: Hambantota

## **8. TAXES**

8.1 Where appropriate and legally required, all taxes applicable under this Agreement and/or on the payments made hereunder shall be borne or paid by the CUSTOMER. The CUSTOMER shall be responsible for obtaining respective registrations, directions and/or waivers in the respect taxes relevant to this Agreement.

8.2 All prices and/or payments under Table A of this Agreement do not include Value Added Taxes (VAT) imposed under the Value Added Tax Act, No.14 of 2002 and amendments thereto which shall be added to the prices charged to the CUSTOMER by the SERVICE PROVIDER.

8.3 In case of changes or amendments to any tax currently in force and/or there is an imposition of new tax related to this contract under any statute or any by-law under existing legislation are made, the Parties shall follow the provisions of such statute, amending statute or by-law, the CUSTOMER shall be liable to pay the same.

## **9. INDEMNITY**

9.1 Either Party shall indemnify the other against any and all loss, costs, expenses and liabilities caused to the affected Party whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach of any one or all of the terms, conditions hereof. Provided the conditions of this Agreement are fulfilled by either/both parties.

9.2 The SERVICE PROVIDER shall only be liable for used sanitary pads waste & Medical waste handed over to the SERVICE PROVIDER as more fully described in Table A hereto and any mishap in transport of the given waste; and as recorded on the Collection Document which has to be checked and approved by the CUSTOMER at the point of collection at the CUSTOMER'S premises.

9.2.1 The SERVICE PROVIDER shall not be liable and/or responsible at any time for any used sanitary pads waste generated by the CUSTOMER that is either disposed internally at the CUSTOMER'S premises or handed over to another third party without prior consent or written approval from the SERVICE PROVIDER.

## **10. LIMITATION OF LIABILITY**

10.1. In no event shall neither Party its staff, its officers or directors personally be liable for any indirect, incidental, special, consequential, or punitive damages; or damages for any loss of profits, revenue, business, savings, data, or use, incurred by the other party and/or any third party.

10.2. The SERVICE PROVIDER shall not be liable for any delays, cost increases or other consequences resulting from the failure of the CUSTOMER to provide timely, complete and accurate information or access to the collection point to the SERVICE PROVIDER. This shall be valid and operative until this Agreement is terminated or expired.

## **11. TERMINATION AND CONSEQUENCES OF TERMINATION**

11.1. Either Party has the right to terminate this Agreement forthwith at the occurrence of any of the following circumstances.

11.1(a) if the other Party commits a breach of any of the terms and conditions of this Agreement and such breach is not remedied within the aforesaid thirty (30) Days written notification period.

11.1(b) 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.

11.1(c) In the event of breach of any representations and guarantees set forth in Clause 2(Representations and Guarantees) herein.

11.2. In the event of termination, the CUSTOMER shall pay the SERVICE PROVIDER all pending and due invoices without any delay whatsoever.

11.3. The 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 14 (Dispute Resolution) methods.

11.4. The termination of this Service Provider 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 Agreement or any right having been accrued to either Party prior to such termination.


## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

12.1. This Agreement shall be governed by and construed in accordance with the laws of Sri Lanka.

12.2. In the event of any dispute or difference whatsoever between the parties concerning matters relating to this Agreement or any provision thereof, the parties finally refer such dispute to a Court of competent jurisdiction in Sri Lanka.

## **13. FORCE MAJEURE**

13.1. 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 Agreement 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 Agreement is delayed by reason of any such Eventuality for a period exceeding thirty (30) Days, the Parties shall review in good faith the desirability and conditions of terminating this Agreement.





#### 14. RIOTS, COMMOTIONS AND PUBLIC PROTESTS

- 14.1. In the event of riots, commotions and public protests, where it is beyond control of either Party and the fulfillment of the requirements of this Agreement becomes impossible either Party shall not be liable for the delay or non-fulfillment of the Agreement.

#### 15. DISPUTE RESOLUTION

- 15.1. If any dispute or difference whatsoever arises between the Parties out of or concerning matters relating to this Agreement or any provision thereof, the Parties herein shall use their best endeavors 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. GENERAL

- 16.1. Either Party shall not, assign all or any portion of this Agreement to any other Party during this Agreement period.
- 16.2. The failure by either Party to this Agreement to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement hereof at any time. Further, no waiver of any term or condition in this Agreement by either Party shall be deemed a waiver of any other term or condition. No waiver shall be valid unless evidenced in writing and authorized by an authorized representative of the Party effecting such waiver.
- 16.3. All notices, documents or communications between the Parties under this Agreement shall be considered as validly served if forwarded in the form of registered letter/courier and any other agreed mode of written communication, to the address as set out in Schedule 1 (Details of the Agreement) hereto.
- 16.4. Any notice sent by registered post or delivered by courier shall be deemed to have been served, if by registered post, within seven (7) days of postage, and if delivered by courier, on the delivery against receipt to the addresses set out in Schedule 1 (Details of the Agreement) hereto or such other address as shall be furnished in writing by the Parties as applicable

- 16.5. Any addition or Variation to the terms and conditions of this Agreement or part thereof shall be agreed upon in writing and signed by both Parties.
- 16.6. If, any of the terms and conditions of this Agreement shall be or become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the Parties hereto shall endeavor to substitute forthwith such other enforceable provisions as will most closely correspond to the legal and economic contents of the said terms and conditions.
- 16.7. This Agreement 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.
- 16.8. Nothing contained in this Agreement 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 Agreement. The Parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth in this Agreement on the terms and conditions set forth in this Agreement.
- 16.9. The Parties hereto represent and warrant to each other that their authorized 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.

## 17. NOTICES

Each notice or other communication under this Agreement is to be made in writing and sent by, personal delivery or post to the addressee at the address set out below or at such other address as the Party may nominate in writing from time to time. Any notice shall be deemed to be served at the time of delivery if served personally or, if served by facsimile transmission, at the time the originating machine confirms that the transmission was sent or, if served by post, on the third (3rd) Business Day after it is mailed or, if served by commercial courier, at the time of the courier's delivery receipt. For the avoidance of doubt, a notice must not be sent by electronic mail.





**SERVICE PROVIDER:**

For the attention of : G F C Waste Management (Pvt) Limited.  
Address : 170, Ambatale Road, Sedawatte.  
Contact Number : 011-7702604

**CUSTOMER:**

For the attention of : Cayo Holdings Private Limited  
Address : No.329/A, Koshinna, Gelioya, 20620.  
Contact Number : 077 182 8577

**IN WITNESS WHEREOF** the parties have caused their respective Authorized signatories to set their respective hands hereunto and to one another of the same tenor and date as these presents at the place and on the date overwritten.

For and on behalf of  
**Cayo Holdings Private Limited**  
Dr Sumith Gunawardane and  
Authorized Signatory of the Company

**Cayo Holding Private Limited**  
  
.....  
Director

Witnesses:

1. P A G Abeysinghe
2. Y P Senarathne


For and on behalf of  
**G F C WASTE MANAGEMENT (PRIVATE) LIMITED**, S. S. Jayawardena  
and Authorized Signatory/Signatories of  
the Company

**G F C WASTE MANAGEMENT (PVT) LTD**  
  
.....  
Chairman / Managing Director

Witnesses:

1. Thisara Ranaweera
2. M. Perera