



- 11.1. 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.
- 11.2. In the event of such a claim, demand, action or allegation the each Party shall indemnify the other Party, at its expense, defend or settle any such claim, action or allegation brought against the other Party and shall pay any and all damages, attorney's fees and costs incurred and/or awarded against such Party, provided that written notice is given to the other Party of the alleged infringement. Each Party shall be entitled to defend to the extent permitted by law, any such claim, action or allegation and make settlement thereof at its own discretion, and such Party may not settle or compromise such claim, action or allegation, except with prior written consent of the other Party, Each Party shall give assistance and information as the other Party may reasonably require for settling or opposing such claims.
- 11.3. SERVICE PROVIDER shall only be liable for the Infectious Waste, as morefully described in Schedule 2 hereto given to the SERVICE PROVIDER by the CUSTOMER and shall not hold the SERVICE PROVIDER liable at any time for any Infectious Waste given to a third party or of any additional Infectious Waste generated whatsoever.
- 11.4. This Clause shall survive the expiry or termination of this Contract.

**12. LIMITATION OF LIABILITY**

- 12.1. In no event shall SERVICE PROVIDER, its staff, its officers or directors 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 CUSTOMER and/or any third party, whether in an action in contract or tort.
- 12.2. The SERVICE PROVIDER shall not be liable for any delays, cost increases or other consequences resulting from the failure of CUSTOMER to provide timely, complete and accurate information or access to the collection point to the SERVICE PROVIDER.
- 12.3. This Clause shall survive the termination or expiration of this Contract.

**13. TERMINATION AND CONSEQUENCES OF TERMINATION**

**Termination**