

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.

1.3. The title of these conditions are for convenience of reference only and shall not be deemed to be part of this Contract or in any way alter the interpretation or construction thereof.

1.4. The Schedules to this Contract shall constitute an integral part hereof.

2. SCOPE OF WORK

2.1. The SERVICE PROVIDER shall supply the Services in accordance with the terms and conditions set forth herein, in consideration of the payment of the price by CUSTOMER as set out in Schedule 3 (Price Schedule) hereto.

3. REPRESENTATIONS AND WARRANTIES

The SERVICE PROVIDER represents and warrants that:

3.1. it shall provide the Services in accordance with this Contract. To the extent that the standard of the Services has not been specified in this Contract, the SERVICE PROVIDER shall use good 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;

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

3.3. it has all the necessary capacity and authority to enter into this Contract and necessary licenses to carry on its business;

3.4. the Services shall be performed by personnel who are trained, experienced and skilled in undertaking such services required hereunder;

4. DURATION OF THE CONTRACT

4.1. Subject to Clause 13 hereto, this Contract shall be valid during the Term set out in Schedule 1 (Details of the Contract) and may be extended for a further period as may be mutually agreed between the Parties hereto in writing.

5. PROVISION OF SERVICES

5.1. The SERVICE PROVIDER shall provide the Services in accordance with Schedule 2 (Description of Services and Scope of Work).

- 5.2. The SERVICE PROVIDER shall be solely responsible for the successful performance of the Services in accordance with the requirements set out in this Contract during the Term of this Contract.
- 5.3. The SERVICE PROVIDER shall promptly notify and fully disclose to CUSTOMER in writing of any events or occurrences actual or threaten during the Term which would affect the SERVICE PROVIDER'S ability to perform any of its obligations under this Contract.
- 5.4. The SERVICE PROVIDER shall be responsible for providing resources and infrastructure necessary for the delivery and performance of the Services and meeting all its obligations under this Contract.
- 5.5. Obligations of the SERVICE PROVIDER:
- 5.5.1. The SERVICE PROVIDER shall ensure that its employees and agents strictly comply with the obligations under this Contract.
- 5.5.2. deploy minimum number of employees to carry out the Services who possess the experience in similar services.
- 5.5.3. at all times adhere to strict hygiene conditions stipulated by the CUSTOMER and the by-laws regulations and other laws of the local authorities with regard to the Services.
- 5.5.4. Use only the collection point to carry out its Services
- 5.5.5. SERVICE PROVIDER shall at all times follow and adhere to Central Environmental Authority (CEA) guidelines.

6. SUB-CONTRACTING

- 6.1. The SERVICE PROVIDER shall be permitted to sub-contract the Services or any part thereof, with any entity or person holding a valid Scheduled Waste Management License under Collector/Transporter/Storer/Recoverer/Disposer category issued by the Central Environmental Authority and any other approval, licenses, authorizations required under applicable laws and regulations for the performance of Services under this Agreement, by informing the CUSTOMER provided, however, that, notwithstanding any such subcontract, the SERVICE PROVIDER shall be fully responsible for all the acts of such subcontractor as if such acts were its own.

7. INSURANCE

- 7.1. Both Parties shall prior to discharge of any obligation described within this Contract insure/self-insure against risks described hereunder at their own expense the insurance covers detailed in Schedule 1(Details of the Contract) hereto.

8. PRICES

- 8.1. The price for the Services shall be as per the Schedule 3 (Price Schedule) hereto. Such price shall be excluding VAT and NBT as morefully mentioned in Clause 10 hereto.
- 8.2. The prices hereunder set forth are quoted in Sri Lankan Rupees (LKR).
- 8.3. Any variation to the prices set out herein shall be agreed by the Parties in writing.

9. PAYMENT TERMS

- 9.1. CUSTOMER shall make payment to the SERVICE PROVIDER as set out in Schedule 1 (Details of the Contract) hereto.
- 9.2. All invoices shall be issued to CUSTOMER before the Tenth (10th) of each Month.
- 9.3. The CUSTOMER shall within Thirty (30) days from the date of the invoice shall pay the SERVICE PROVIDER to the designated bank account or a cheque shall be delivered to the SERVICE PROVIDER.
- 9.4. If the CUSTOMER fails to settle the payments by or before the 30th day from the date of delivery of the invoice, a finance charge of 1.5% per month, will be payable to the SERVICE PROVIDER up to the date payment is received.

10. TAXES

- 10.1. Where appropriate and legally required, all taxes applicable under this Contract and / or on the payments made hereunder shall be borne or paid by the CUSTOMER. CUSTOMER shall be responsible for obtaining respective registrations, directions and / or waivers in the respect taxes relevant to this Contract.
- 10.2. All prices and/or payments under Schedule 3 of this Contract 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.
- 10.3. In case of changes or amendments to any tax currently in force and/or there is an imposition of new tax 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.

11. INDEMNITY

- 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**

- 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 releif 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.

19. PUBLICITY

- 19.1. The CUSTOMER hereby agrees that the SERVICE PROVIDER shall use advertising and/or promotional activities and/or publications pertaining to the services provided under this Contract only with the prior written consent of the CUSTOMER

20. TIME OF THE ESSENCE

- 20.1. Time wherever referred to in this Contract shall be of the essence.

21. GENERAL

- 21.1. Either Party shall not, without the prior written consent of the other, assign all or any portion of this Contract to any other Party.
- 21.2. The failure by either Party to this Contract to exercise or enforce any right conferred by this Contract 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 Contract by either Party shall be deemed a waiver of any other term or condition.
- 21.3. All notices, documents or communications between the Parties under this Contract shall be considered as validly served if forwarded in the form of registered letter/courier/facsimile and any other agreed mode of written communication, to the address as set out in Schedule 1 (Details of the Contract) hereto.
- 21.4. Any notice sent by registered post, facsimile transmission or delivered by courier shall be deemed to have been served, if by registered post, within seven (7) days of postage, if by facsimile transmission upon receiving the confirmation report stating successful transmission of the facsimile if sent between 9 a.m. and 5 p.m. on such Working Day and if sent after 5 p.m., the next Working Day, and if delivered by courier, on the delivery against receipt to the addresses set out in Schedule 1 (Details of the Contract) hereto or such other address as shall be furnished in writing by the Parties as applicable:
- 21.5. Any modification to the terms and conditions of this Contract or part thereof shall be in writing and signed by both Parties.
- 21.6. If, any of the terms and conditions of this Contract 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 endeavour to substitute forthwith such other enforceable

provisions 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 an on behalf of:

SISILI HANARO ENCare (PRIVATE) LIMITED

By-----

Name:

Title:

Signed for an on behalf of:

SISILI HANARO ENCare (PRIVATE) LIMITED

Name:

Title:

Company Seal

Signed for an on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

By-----

Name:

Title:

Signed for an on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

Name:

Title:

Company Seal

Schedule 1

Contract Details

	Execution Date	
	CUSTOMER Details	Name: Christell Skin Clinic (Pvt) Ltd. – Shangri – la One Galle Face One. Company No.: PV 98705 Registered Address: No.47 / 1 , Galle Road, Colombo 4. Place of incorporation: No - 09 - Level 3 Centre Road,Galle Face Colombo - 2 Nature of business: Health Care Provider Central Collection Points: Central
Schedule 2	Applicable Waste Categories	Type I (A) / Type I (B) / Type II (B) / Type III (A)
Clause 4.1	Duration of the Contract	01st January 2023 - 31th December 2023.
Clause 7.1	Insurance Covers	N/A
Clause 9	Payment Terms	Cheques to be drawn in favour of: 'Sisili Hanaro Encare (Pvt) Ltd.' <u>Bank Details:</u> Account No: 81013204 Bank of Ceylon - Corporate Branch, World Trade Centre, West Tower, Level 1, Bank of Ceylon Mawatha, Colombo 01.
Clause 13.6	Refundable Deposit	(if any) N/A
Clause 21.3	Notices	CUSTOMER: Contact person/designation: Ms. Nisansala Address No.47 / 1 , Galle Road, Colombo 4. Contact No. 778114472 Email: shanika_ar@yahoo.com SERVICE PROVIDER: Contact person/designation: Mr. Nalinda Ranaraja – Assistant General Manager Address : No. 05, Rheinland Place, Galle Road, Colombo 03. Mobile No: 0775827747 Land: 0112575175 Fax: 0112576051 Email: nalinda@sisiliprojects.com , encare@sisiliprojects.com

Schedule 2 – Scope of Work
Hospitals / Labs / Clinics and other Institutions:

1. SERVICE PROVIDER shall collect, transport and dispose of general clinical waste, sharps, surgical waste and expired pharmaceuticals, sanitary waste and diapers ("Waste") from the CUSTOMER'S Collection Points, as per approved Central Environmental Authority (CEA) guidelines.
2. Such collection shall be done only from a central collection location as specified in Schedule 1 herein by the CUSTOMER.

3. Classification and Segregation of Clinical Waste by CUSTOMER					
Type I (A)	Type I (B)	Type II (A)	Type II (B)	Type III (A)	Type III (B)
Infectious Waste	Pathological Waste	Sanitary Waste	Sharp Waste	Pharmaceutical Waste	Cytotoxic Waste
Yellow Bags	Yellow Bags	Yellow Bags	Box (with Yellow with Red stripe Bags)	Yellow Bags	Purple Bags (with Box for Sharps)
(Examples)					
Cotton waste and bandages	small anatomical waste generated from surgeries	Sanitary Napkins	Needles	Expired Drugs	All materials equipment and residue contaminated by cytotoxic drugs
catheters / IV s	disposed human tissues, small organs and specimens; small body parts	Diaper	Blade	Expired Vaccines	
Gloves	unused blood products, specimens	Maternity Napkins	Glass (non - Cytotoxic)		
Isolation Waste	Blood Bags				

4. SERVICE PROVIDER shall remove such Waste in an air-tight, water-tight truck for disposal at Centralized Clinical Waste Treatment Facility according to CEA approved and authorized guidelines

5. The SERVICE PROVIDER shall reserve the right to not accept the Waste as defined in the above 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)	25
Rate (Rs)	9500/- + Government Taxes
Collection Frequency	Twice a Month

1. As per the charges and quantity mentioned in above package, an excess charge of Rs 400 + 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.