

- 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).

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- 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.



