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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 communication, to the address as set out in Schedule 1 (Details of the Contract) hereto.
- 21.4. Registered post, facsimile transmission or delivered by courier shall be deemed to have been received by registered post, within seven (7) days of postage, if by facsimile transmission upon receipt of a 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 against receipt to the addresses set out in Schedule 1 (Details of the Contract) hereto copy of such receipt 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

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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 and on behalf of:

SISILI HANARO ENCORE (PRIVATE) LIMITED

By: _____
Name: Chinthaka Abeyssekera
Chief Executive Officer (CEO)
Title: Sisili Hanaro Encare (Pvt) Ltd.
No. 05, Rheinland Place,
Colombo 03.

Signed for and on behalf of:

SISILI HANARO ENCORE (PRIVATE) LIMITED

By: _____
Name: Indu Ranaraja
Assistant General Manager
(Marketing and Recoveries)
Title: Sisili Hanaro Encare (Pvt) Ltd
No. 05, Rheinland Place,
Colombo 03
Company Seal



Signed for and on behalf of:

PARTY SPECIFIED IN SCHEDULE 1

By: _____
Name: Mervin Rajapakse
Title: SIGMA MEDICAL LABORATORY
(PRIVATE) LIMITED - PV 95557

Signed for and on behalf of:

PARTY SPECIFIED IN

SCHEDULE 1

By: _____
Name: Mervin Rajapakse
Title: SIGMA MEDICAL LABORATORY
(PRIVATE) LIMITED - PV 95557

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LABORATORY
PV 95557

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Schedule 1

Contract Details

	Execution Date	07/04/2022
	CUSTOMER Details	Name: Sigma Medical Pvt Ltd Company No.: PV 95557 Registered Address: No. 1 B/7, Shopping Complex, Raddolugama. Place of incorporation: No. 1 B/7, Shopping Complex, Raddolugama. Nature of business: Health Care Provider Central Collection Points: Central
Schedule 2	Applicable Waste Categories	Type I (A) / Type III / Type IV (A)
Clause 4.1	Duration of the Contract	01 st April 2022 - 31 th March 2023.
Clause 7.1	Insurance Covers	N/A
Clause 9	Payment Terms	Cheques to be drawn in favour of: 'Sisili Hanaro Encare (Pvt) Ltd.' Bank Details: 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: Mr. Meril Fernando - Laboratory Manager Address: No. 1 B/7, Shopping Complex, Raddolugama. Fax No. 112292446 Email: sigmamedilab@gmail.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

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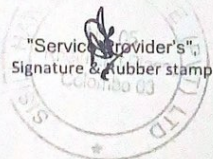
Schedule 2 – Scope of Work

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	Type III	Type IV (A)	Type IV (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



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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
Qty (Kg)	25
Rate (Rs)	8500/- + Government Taxes
Collection Frequency	Twice a Month

1. As per the charges and quantity mentioned in above package, an excess charge of Rs 130 + 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.

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