

MEDICAL/CLINICAL WASTE MANAGEMENT Agreement No:
SERVICE AGREEMENT SA-104/25

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 First (01) day of February Two Thousand and Twenty Five (2025).

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 12068B and having its registered office at No. 102, Palm Grove Avenue, Ratmalana 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 permitted assigns) of the First Part;

AND

CEYLON HOSPITALS PLC, duly incorporated under the laws of Sri Lanka bearing registration No.PQ-113 and having its registered office at No.03, Alfred Place, Colombo 03 in the said Republic of Sri Lanka (hereinafter referred to as "CHP" and which term or expression as herein used shall where the context so requires or admits mean and include the said Ceylon Hospitals PLC, its successors and permitted assigns) on the Second Part;

WHEREAS:

1. The SERVICE PROVIDER is a licensed medical/clinical waste management services provider; and
2. The CUSTOMER is officially engaged in health care and laboratory industry; and
3. The CUSTOMER is desirous of engaging the medical cleaning waste disposal services of the SERVICE PROVIDER and the SERVICE PROVIDER is desirous of providing the 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 /PERIOD
 - 1.1. This Agreement shall be valid and effective for a period of Two (02) Years commencing from 01st day of February 2025 and ending on 31st of January 2027 and may be renewed for a further period upon the expiry of this Agreement on the terms and conditions mutually agreed between the parties hereto.
2. SCOPE
 - 2.1. The scope of this Agreement shall be for the SERVICE PROVIDER to provide the medical/clinical waste management services to CHP in accordance with the terms and conditions set forth herein ("Service").



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3. REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER

- 3.1. The SERVICE PROVIDER hereby represents and warrants that it has necessary skills, expertise, knowledge and experience to perform its obligations/Services under this Agreement.
- 3.2. The SERVICE PROVIDER further represents and warrant that it has further procured all requisite licenses, permits and approvals to provide the Services stipulated hereunder.
- 3.3. The SERVICE PROVIDER further represents and warrant that the current License for operating Scheduled Waste Management bearing No. 1056/HWM/B 52/ML/CEA/2024/R3/F0 is valid till 18/07/2025 and hereby confirm that renewed copy of the license will be handed over to the CUSTOMER on or before 18/07/2025 covering the balance period of this Agreement.
- 3.4. The SERVICE PROVIDER hereby represents and warrants that it shall provide the Services stipulated herein 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 however keep in line with Central Environmental Authority instructions, approvals and guidelines.
- 3.5. The SERVICE PROVIDER hereby represents and warrants that the Services shall be performed by personnel who are trained, experienced and skilled in undertaking such services required hereunder.

4. PROVISION OF SERVICES

- 4.1. The SERVICE PROVIDER undertakes to provide an uninterrupted service of collection, transportation and disposal of medical/clinical waste as further defined in the Table A below to the CUSTOMER at the agreed upon rates as defined in the Table A below from the locations stated in Clause 4.3 as per approved Central Environmental Authority guidelines. The below mentioned price is excluding bags and packing materials.

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

| Type of Waste | Type I (A) | Type I (B) | Type II | Type III | Type IV |
|-------------------------------------|-------------------------|--------------------|---------------------|-------------|-----------------------|
| Colour of Bag | Infectious Waste | Pathological Waste | Sanitary Pads Waste | Sharp Waste | Cytotoxic Waste |
| Unit Rate (Per Kg) Without Taxes | Rs. 165.14 + VAT per Kg | | | | LKR 300/- +VAT per kg |

- 4.2. The SERVICE PROVIDER agrees to remove medical/clinical waste as defined in Table A above, every day excluding Sunday in a Freezer truck (which is airtight and watertight) and dispose at

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Centralized Clinical Waste Treatment Facility or Hambantota Clinical Waste Treatment Facility as more fully stated in Clause 4.7 according to Central Environmental Authority approved and authorized guidelines. The clinical/medical waste should be removed as discussed and agreed time from all locations stated in clause 4.3. The Service provider is not supplying packing materials and Garbage bags.

- 4.3. The SERVICE PROVIDER hereby agrees and undertakes to collect entire quantity of waste classified in Table A from the CUSTOMER's premises as follows:

- I. CEYLON HOSPITALS PLC located at
a) No. 03, Alfred Place, Colombo 03.

and/or any other location that will be informed in writing from time to time to the SERVICE PROVIDER during the continuance of this Agreement.

- 4.4. The CUSTOMER hereby agrees and undertakes to segregate and label the above-mentioned waste as,
- a) Type I (A)-Infectious waste: waste contaminated with blood and other bodily fluids (e.g. from discarded diagnostic samples), cultures and stocks of infectious agents from laboratory work or waste from patients with infections (e.g. swabs, bandages and disposable medical devices) and other similar waste;
 - b) Type I (B)-Pathological waste: human tissues, organs or fluids, body parts and contaminated animal carcasses and other similar waste;
 - c) Type II -Sanitary pad and any other similar waste
 - d) Type III- Sharps waste: syringes, needles, disposable scalpels and blades and other similar waste;
 - e) Type IV - Cytotoxic Waste- Including Cytotoxic drugs.
- 4.5. The SERVICE PROVIDER shall reserve the right to not accept the waste as defined in the Table A 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.
- 4.6. The SERVICE PROVIDER shall weigh the total quantity of collected all medical/clinical 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. The SERVICE PROVIDER hereby agrees to maintain separate Collection Documents for CHP premises.
- 4.7. The SERVICE PROVIDER hereby agreed to dispose medical waste collected from customer at his owned Medical Waste Incineration facility at Hambantota holding EPL: B19244(R3) 24.06.2024. SWL: 1056/HWM/B52/ML/CEA/2024/R3/F0.
- 4.8. The SERVICE PROVIDER should ensure that all their staff carrying out these duties are provided with Personal Protection Equipment (PPE) as preventative measure.



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- 4.9. 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. Except as otherwise provided in this Agreement, management of, and control over, the provision of the Services shall reside solely with the SERVICE PROVIDER.
- 4.10. The parties shall appoint contact personnel for all purposes herein and inform the details of such party to the other in writing. Such appointed points of contacts shall be the only persons authorized to issue instructions. The parties shall not be bound to act on instructions of any representative other than appointed contact personnel unless otherwise informed in writing by the contact personnel. Any change in the contact personnel of one party will be effective only upon the other party being notified in writing.
- 4.11. The SERVICE PROVIDER shall prior to discharge of any obligation described within this Agreement insure/self-insure against potential risks that may occur in performance of the obligations hereunder at its own costs and expenses.
- 4.12. In the event of a delay of more than three (03) calendar days occurs with regard to the collection, and disposal of clinical/medical waste, the CUSTOMER has the liberty to enlist another party to handle the disposal of same with or without notice to the SERVICE PROVIDER and any additional cost incurred therein shall be borne by the SERVICE PROVIDER.

5. PRICE(S)

- 5.1. The price (s) for the services rendered hereunder shall be as per Table A hereto and fixed throughout the agreement period.
- 5.2. The price in Table A is calculated and quoted based on the prevailing fuel rate (Diesel is at LKR 286.00/ltr and Industrial Kerosene is at LKR 191.00/ltr) in the market. Due to the fuel price increment or price reduction (Diesel & Industrial Kerosene) the SERVICE PROVIDER shall provide a prior written notice to the CUSTOMER about such a variation and the calculation will be made according to the following formula;

| Diesel Price Increase or Decrease | | | |
|--|--------------------------|------------------------------------|---------------|
| Slab | Price variance range +/- | Increase/Decrease per litre of 1KG | Current Price |
| 1 | 10.00-300.00 | 21% | 286.00 |
| Industrial Kerosene price Increase or decrease | | | |
| 1 | 10.00-300.00 | 23% | 191.00 |

- 5.3. Such price(s) shall be excluding any applicable government taxes as more fully mentioned in Clause 7 (Taxes) hereto.

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





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6. PAYMENT TERMS

6.1. The SERVICE PROVIDER shall furnish the invoice to CHP at the end of the month or on or before 10th day of the following month for the Services provided during the respective month based on the "Collection Document" at the rates agreed upon between Parties and stated in Table A hereto.

6.2. The CUSTOMER shall settle all due payments within Fifteen (15) days from the date of receipt of the invoice [s].

6.3. The CUSTOMER agreed to transfer all payments online to the SERVICE PROVIDER'S to the below mentioned bank account during this contract period.

Account Name: GFC WASTE MANAGEMENT (PVT) LTD.
Account No: 100230003094
Bank: Nations Trust Bank
Branch: Dehiwala

7. TAXES

7.1. The rate stated in Table A does 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.

7.2. CHP shall be entitled to deduct from all payments or benefits provided for under this agreement any relevant taxes and Withholding Tax (if any) required by law to be withheld with respect to such payments or benefits.

7.3. 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 in making such tax payments.

8. INDEMNITY

8.1. Either Party shall Indemnify the other against any and all losses, 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 and/or violation of applicable laws and regulations hereto.

8.2. SERVICE PROVIDER shall indemnify and keep fully freed and indemnified the CUSTOMER against any and all claims, demands, writs, summons actions, suits, proceedings, judgments, Orders, decrees, damages, costs, losses and expenses of any nature whatever arising out of any negligent/willful acts or omissions of the SERVICE PROVIDER and/ or non-observance of any laws, by-laws or regulations imposed by the government or any competent government authority and/ or non-payments of any taxes, levies or impositions payable by the SERVICE PROVIDER in respect of the business carried out by it and/or any infringement of third party intellectual rights by the SERVICE PROVIDER.

8.3. In the event of such a claim, demand, action or allegation 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

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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.

- 8.4. This Clause shall survive the expiry or termination of this Contract.

9. LIMITATION OF LIABILITY

In no event shall neither Party or 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. TERMINATION AND CONSEQUENCES OF TERMINATION

- 10.1. Either Party shall be entitled to terminate this Agreement forthwith, in the event of a breach of any of the provisions of this Agreement and failure to rectify or remedy such breach to the satisfaction of the performing party within a period of Fifteen (15) days of written notice, subject to the rights, claims and liabilities already in existence and created at such time of termination.
- 10.2. Either party shall be entitled to terminate this Agreement by giving the other party Sixty (60) days written notice with or without assigning any reason, without prejudice and subject to the rights, claims and liabilities already in existence and created at such time of termination.
- 10.3. If either party ceases to conduct its business; or makes any assignment for the benefit of creditors or otherwise enters into any arrangement with its creditors; or becomes insolvent or any insolvency proceedings are commenced by or against it; or files a voluntary petition in bankruptcy or is adjudicated a bankrupt; or seeks redress or protection under any laws providing for the reorganization of debt or the relief of debtors; or disposes of substantially all of its assets; or if a trustee or receiver is appointed to administer or conduct a party's business affairs, then the party so affected may terminate this Agreement immediately by giving notice to the other party in writing, without prejudice and subject to the rights, claims and liabilities already in existence and created at such time of termination.
- 10.4. In the event of termination, the CUSTOMER shall pay the SERVICE PROVIDER all pending and due invoices, if any, without any delay whatsoever. The SERVICE PROVIDER shall be responsible to oblige to the terms and conditions herein during the Notice Period without any deviation.
- 10.5. The termination of this Agreement 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.

11. GOVERNING LAW AND DISPUTE RESOLUTION

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

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11.2. 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.

11.3. 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 competent jurisdiction in Colombo, Sri Lanka.

12. FORCE MAJEURE

12.1. If at any time during the continuance of this Agreement, the performance in whole or in part by the SERVICE PROVIDER or any obligation under this Agreement shall be prevented or delayed by reason of governmental decision, war whether declared or not, hostilities, act of the public enemy, civil commotion sabotage, fire, typhoon, 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 (hereinafter referred to as the "Eventuality"), then notice of such Eventuality shall be given by the SERVICE PROVIDER to the CUSTOMER within Four (04) working days from the date of occurrence thereof 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.

13. GENERAL

13.1. Either Party shall not, assign all or any portion of this Agreement to any other Party during this Agreement period.

13.2. The SERVICE PROVIDER shall not (except as is absolutely necessary for the performance of the Services or unless specifically authorized in writing by the CUSTOMER) during or after the period of this Agreement divulge or allow to be divulged any information which is of confidential or proprietary nature relating to any transactions of the CUSTOMER, its business and customers or any of its subsidiaries or associates along with any information obtained by the Service SERVICE PROVIDER during the and/or as a result of the performance of this Agreement. Without prejudice to the generality of the foregoing, the SERVICE PROVIDER specifically undertakes and declares that it shall observe strict secrecy in respect of all transactions of CUSTOMER, its customer and the state of accounts of any person and all matters relating thereto and shall not reveal any such matter except when required to do so by Legal, Regulatory or State Authority as necessitated by some legal or regulatory requirement.

13.3. 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.

13.4. 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.

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- 13.5. 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.
- 13.6. 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.
- 13.7. 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.
- 13.8. 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.

14. 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 : GFC Waste Management (Pvt) Limited.
Address : 102, Palm Grove Avenue, Ratmalana
Contact Number : 0112637636
Attention : Mr. Asanka Amarasekera,
Director Operations

CUSTODIAN:
For the attention of :
Address :
Contact Number :
Attention :



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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.

Signed on this 01st day of February 2025 at
Colombo for and on behalf of CEYLON HOSPITALS PLC
by its
duly authorized in that behalf.

WITNESSES:

1. Signature:
Name :
Address :

AMINDA KUDAWIE
EXECUTIVE DIRECTOR
CEYLON HOSPITALS PLC
DURDANS HOSPITAL

Signed on this 01st day of February 2025 at
Colombo for and on behalf of
GFC WASTE MANAGEMENT (PRIVATE) LIMITED
S. S. Jayawardena, Managing Director and
Authorized Signatory/Signatories of the
Company duly authorized in that behalf.

GFC WASTE MANAGEMENT (PVT) LTD
S. S. Jayawardena
Chairman / Managing Director

WITNESSES:

1. Signature:
Name :
Address :