

Contract No. 091066



**SCHEDULED WASTE TRANSPORTATION
AND
TREATMENT AGREEMENT
(FOR PENINSULAR MALAYSIA ONLY)**

Kualiti Alam Sdn Bhd (230440-V)

15th Floor, Menara 2, Faber Towers,

Taman Desa, Jalan Kelang Lama,

58100 Kuala Lumpur.

Tel: 603-7966 4000 Fax: 603-7966 4040

Website : <http://www.kualitiam.com> e-mail : csd@kualitiam.uemnet.com



MARKETING BY : KUALITI KHIDMAT ALAM SDN BHD (675298-T)

(January 2011)



PERAKUAN DI BAWAH SEKSYEN 48
AKTA SETEM 1949

"Disetor di bawah Seksyen 47A Akta
Setem 1949. Perolehan sebanyak RM
251.00 ditolak dan RM
dibayar kepada pejabat setem."

AGREEMENT

13 SEP 2011

Ti. Sule, Pemohon Di. Sulem
Kuala Lumpur

14/9/11

CUSTOMER'S COPY



Date : 07/04/2011

13 SEP 2011

This agreement ("Agreement") is made between DYNAMIC ENVIRON SDN BHD
(Company No: 926014-T) whose place of business is at NO.36, LORONG MASTIKA 1,
PERSIARAN RAJA MUDA MUSA, 41100 KLANG, SELANGOR DARUL EHSAN.

..... ("Customer")
and KUALITI ALAM SDN BHD (Company No 230440-V), whose registered office is at
19-2, Mercu UEM, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur ("KA").

1. Customer generates the stipulated scheduled wastes at its facilities, as declared in the Scheduled Waste Information Form ("Waste").
2. The Customer shall request for the Services and thereby tendering to KA the Waste in consignment that confirm to the classification, description, parameters, chemical composition and estimated volumes as described in the Consignment Note and the Waste Card which is to be completed by Customer and to be provided to KA in accordance with Clause 3 hereof. In accordance with the Applicable Laws and Requirements, KA will remove and transfer the Waste from the Customer's facilities to the Waste Management Centre which is located at Bukit Pelanduk, Negeri Sembilan to store, treat and/or dispose the Waste and dispose of any residue, provided that the treatment process requested by Customer is in KA's opinion suitable to treat the Waste and in accordance with the analysis acceptable to KA ("Services").
3. Prior to collection, in accordance with the Applicable Laws and Requirements, Customer will pack, mark and label each type of the Waste in containers provided by Customer and to provide KA a duly completed and accurate Consignment Note and Waste Card in KA's standard form for each type of the Waste to be tendered.
4. The Customer shall pay to KA the Transportation Fee and Treatment Fee for the Services (collectively "Total Waste Fee") calculated according to the rates listed in Schedule A and Schedule B (see page 6 of this Agreement) attached and invoiced by KA. The said rates may be reviewed and amended from time to time at KA's discretion without the need to assign any reason. For the avoidance of doubt, any amount of fees or charges indicated in the Consignment Note is intended only as a preliminary guide for billing and shall not affect the right of KA to determine and bill for the Total Waste Fee in the invoice. Further, apart from the Total Waste Fee, the Customer shall also pay KA the toll charges for the transportation of the Waste at the prevailing rate that will be shown as a separate item in the invoice.
5. KA will submit invoice to Customer, which Customer will pay no later than thirty (30) days from the date of invoice. Any amount unpaid by the Customer after the due date will accrue interests at a rate of one point five percent (1.5%) per calender month,




without prejudice to KA's other rights and remedies. Customer will be entitled to dispute the invoice amount within 3 business days after receipt of the invoice.

- 6. The risk of loss and spillage during transportation will pass to KA after the Waste has left the Customer's facilities provided that the Customer shall have complied with all laws applicable and rules made thereunder. However, title and all other incidents of ownership will only pass to KA after the Total Waste Fee has been paid.
- 7. The terms and conditions contained in page 3 and page 4 of this Agreement shall be deemed to form and to be construed as part of this Agreement.

IN WITNESS WHEREOF this Agreement has been reviewed, understood and freely executed by the duly authorised representatives of the parties as of the first written above.

For Customer:

For KA:

Signature: 

Signature: 

By (Name): MURUGAN A/K KRISHNAN

By (Name): SATHISH KURUP
Chief Operating Officer

Designation: MANAGING DIRECTOR

Designation: _____

Company Seal/Stamp:

Company Seal/Stamp:



Witnessed by:

Signature: 

Signature: 

By (Name): VIJIYALASHMI A/P NARAYANAN

By (Name): SATHISH KURUP
DEPUTY GENERAL MANAGER
MARKETING DIVISION

Designation: FINANCE MANAGER

Designation: _____