

甲方/Party A:
收件人/Attn:
地址/Add.:
邮编/Post code:

乙方/Party B: 南通升达废料处理有限公司/Nantong SITA Waste Services Co., Ltd.
收件人/Attn:王艳/Rena Wang
地址/Add.: 南通经济开发区江旺路9号
邮编/Post code: 226001

8. 保密/Confidentiality

- 8.1 双方承诺，合同中规定的价格、数量、合同以及另一方的其他相关信息应严格保密并且不得向第三方披露。若甲方向第三方泄露该等信息，乙方有权拒绝接收及处理废物，并且甲方应向乙方支付人民币[30000]元作为违约金。
The prices, the quantities as set forth herein and any other information related to the Contract and the other Party are strictly confidential and should not be disclosed to third parties. If Party A discloses such information to any third parties, Party B shall have the right to refuse to accept and dispose the Waste, and Party A shall pay [30000] RMB as liquidated damages.

9. 废料的所有权及丢失风险/ Title and risk of loss of the Waste

- 9.1 除非双方另有书面约定，在乙方最终确定接收废料前（见下文），交付给乙方处理的废料的所有权、丢失风险以及所有义务、风险或责任仍应当归属于甲方。在乙方最终确定接收废料前，由甲方（或其附属公司或其直接或间接委托的有资质的第三方，包括但不限于运输方）产生、持有、储存、运输或交付废料或因其他活动而造成或引起的任何损失应由甲方承担。
Unless otherwise agreed by the Parties in writing, prior to Party B's Final Acceptance of Delivery of the Waste (as defined below), the title, risk of loss, and all obligations, risks or responsibilities with respect to the Waste to be delivered to Party B for disposal shall remain vested in Party A. Any losses that are caused by or arising out of the production, possession, storage, transportation or delivery or other activities with respect to the Waste by Party A (or its affiliates or qualified third parties who have been directly or indirectly engaged by Party A, including but not limited to the Hauler) prior to Party B's Final Acceptance of Delivery of the Waste at Party B's site shall be borne by Party A.
- 9.2 上文中所指的乙方最终确定接收系指：经乙方对废料进行随机抽查，确认甲方交付的废料和医废登记表相符的情况下，乙方在乙方处接受甲方的交付。
Final Acceptance of the Delivery of any Waste by Party B means: Upon verifying by random check that the sample Waste complies with MWRF specifications, Party B accepts the delivery of the Waste from Party A at Party B's Site.
- 9.3 如果乙方有合理的依据认为转移的废料 (i) 不符合乙方设备的技术参数标准（乙方设备仅限于处理可适用高温蒸汽处理技术处置的损伤性医废和感染性医废）；或 (ii) 不符合双方确认的医废登记表的规格；或 (iii) 包含 PCBs、放射性物质、爆炸性物质、喷雾罐、

量、类别、包装、标识中的任一项与本合同约定不一致的，乙方有权通过向甲方送达书面通知拒绝接收并向甲方退回废料，因此拒收和退回产生的所有费用和 risk 由甲方承担。除非乙方在交付日起五(5)个工作日内书面申明不接受交付，否则该等废料将被认定为确定接收，并且应视为乙方已最终确定接收废物。

Party B has the right to decline to accept the Wastes and return the Wastes to Party A by serving a written notice on Party A, if Party B has the reasonable grounds to believe the transferred Wastes (i) do not comply with the specifications of Party B's facilities (Party B's facilities shall only treat the damaging waste and infectious waste which can be treated by high temperature steam disposal technology); or (ii) do not comply with the specifications of MWRFF confirmed by both Parties; or (iii) contain PCBs, radioactive, explosive, spray can, pathological, chemical and pharmaceutical medical Waste, as well as domestic wastes, non-medical wastes or any other material incompatible with Party B's Business License or Medical Waste Operating License, or (iv) are not identical to the provisions of this Contract for any item of the name, quantity, category, packaging and label, and all the expenses and risks related to such rejection and return shall be assumed by Party A. Unless written notification by Party B stating that it does not accept the Waste within five (5) working days from delivery date, the Waste shall be considered accepted and Final Acceptance of the Delivery of the Waste by Party B shall be deemed to have been issued.

- 10.4 任何情形下，乙方的最终确定接受废物均不能免除或减轻甲方因违反其在本合同下的义务而应承担的任何责任，尤其是交付不符合合同约定的废物。

In no cases shall any liabilities of Party A for breach of its obligations under this Contract (especially delivery of the Waste not complying with Contract) be exempted or diminished by Party B's Final Acceptance of the Delivery of the Waste.

10. 责任/Responsibility

- 10.1 根据适用的中国法律，各方应承担本合同履行中违约方或其员工导致的人员或设备事故的后果。

Each party shall bear the consequences of any personal and/or accident caused by the defaulting party or its staff in the execution of the Contract in accordance with the applicable law of P.R.C.

甲方应就其违反本合同项下的义务或承诺，或未遵守任何适用的法律、法规、规定、判决、命令或其履行本合同所适用的许可导致乙方遭受实际损失承担赔偿责任，该等损失将包括但不限于由交付不符合本合同约定的废物而产生的损失，除非乙方已被及时告知该等废物不符合本合同约定的并且书面同意处理。

Party A shall indemnify Party B for any actual losses suffered by Party B resulting from or in connection with any breach of Party A's obligations or undertakings pursuant to this Contract or any failure by Party A to comply with any applicable laws, rules, regulation, judgment, order or permit applicable to its performance hereunder. This shall include, but is not limited to, losses arising from the delivery of any Waste not complying with the agreement of this Contract, unless Party B has been duly notified of such incompatible Waste and has agreed to accept it for treatment.

- 10.2 无论本合同是否有相反规定，在任何情况下，乙方的全部责任（包括但不限于违约责任、侵权责任）不应超过合同总价 100%或乙方在合同项下实际收到的价款，以价值较小者为准；并且，乙方无需就任何预期利益、利润损失、生产或运营性损失、收入损失、合同

同或与本台同有关的以任何方式产生的间接损失、附带损失或将来任损失亦不承担责任，无论乙方是否被告知该等损失发生的可能性。

Notwithstanding anything to the contrary in this Contract, in no event shall the total liability of Party B (including but not limited to that of breach of Contract, torts) exceed 100% of the total contract price or the contract price actually received by Party B under the Contract, whichever is less; in addition, in no event shall Party B be responsible for any loss of interest or profit, loss of production or operation, decrease of revenue, loss of contract or business opportunity, loss of goodwill, liability to third Party, cost expected to be saved or any other indirect, incidental or consequential damages in any nature whatsoever which are arising from or relating to the Contract, no matter whether Party B has been informed the likelihood of the occurrence of such loss

11. 适用法律与争议解决/Governing Law and Dispute Settlement

- 11.1 本合同受中国法律管辖并按其解释。因本合同产生的或与本合同有关的任何争议，包括但不限于与合同的达成、有效性、或与终止有关的任何问题（以下简称“争议”），各方应通过友好协商解决。

This Contract shall be interpreted and governed by the PRC laws. If any dispute arises out of this Contract or in connection with this Contract, including but without limitation, any question regarding its formation, validity or termination (hereafter referred to as a "Dispute"), the parties shall seek to settle the Dispute through friendly negotiations.

- 11.2 如果各方未能在一方书面通知其他方存在争议之日后 30 个工作日内解决该争议，该争议应最终由上海国际仲裁中心根据当时有效的仲裁规则仲裁解决。仲裁地点为上海。仲裁语言为中文。仲裁裁决是终局的并对双方具有约束力。

If the parties fail to settle any Dispute within thirty (30) working days after a party notifies the other party of the existence of such Dispute in written, then the Dispute shall be finally resolved by arbitration at the Shanghai International Arbitration Centre in accordance with its arbitration rules for the time being in force. The seat of Arbitration shall be Shanghai. The language of Arbitration shall be Chinese. The arbitration award shall be final and binding upon the Parties.

12. 合同语言及原件/Language and Originals

- 12.1 本合同以中、英文写成，文意冲突时以中文为准。本合同一式两份，双方各执壹份，经双方授权代表签字并加盖公章后于合同生效日生效。

This Contract is made in both Chinese and English and the Chinese shall prevail when conflict. This Contract is made in two copies and both Parties shall keep one copy respectively. This Contract shall become effective on the Contract Effective Date after the authorized representatives of the Parties sign and chop their respective company chops on this Contract.

13. 法律变化/Change-in-Law

- 13.1 双方承认，法律上（尤其是中国环境法律及税收法律）的变化将对双方的经济状况产生重大影响。

The Parties recognize that any Change-in-Law, in particular changes in the PRC environmental

and tax Laws, may have a material impact on the economics of the Parties.

13.2 签订本合同所依据的是签订时有效的法律。除非乙方同意，否则任何在本合同签订后产生的法律变化将不会对本合同项下乙方的权利或义务产生影响。在本合同有效期内，若存在任何在履约过程中任意一方有理由预计到这些对经济产生重大影响的法律变化，包括但不限于税费的变化，双方应尽其合理最大努力采取适当的方式减小因该等变化产生的对财务上的压力。这种努力可能包括但不限于调整废物处理价格、调整乙方的设备、调整甲方交付的废物的数量或特性、改变废物处理方式等。双方应在该等调整实施前同意调整的内容。若双方在三（3）个月内无法同意该等调整的内容，乙方有权经书面通知甲方解除本合同。

This Contract shall be construed in accordance with the Law in force at the date of this Contract. Any Change-in-Law thereafter shall not affect the contractual rights or obligations of Party B without its written consent. If, during the term of this Contract, there is a Change-in-Law which causes significant impact on the economics that can be reasonably expected from performance of this Contract by Party B, including but not limited to any changes on taxes, tariffs of fees, both Parties shall use their reasonable best efforts to take appropriate measures for the reduction of the financial impact of such change on Party B. This may include, but is not limited to, adjustment to the Waste treatment price(s), adaption of Party B's Facilities, changes to the quantities or characteristics of the Waste to be delivered by Party A, methods of treatment etc. The Parties shall agree on the terms of such measures before their implementation. If the Parties are unable to agree on such measures within three (3) months, Party B may terminate this Contract by a written notice to the Party A.

甲方：
Party A:

乙方：南通升达废料处理有限公司
Party B: Nantong SIDA Waste Services Co., Ltd.

负责人签字：
Signature:

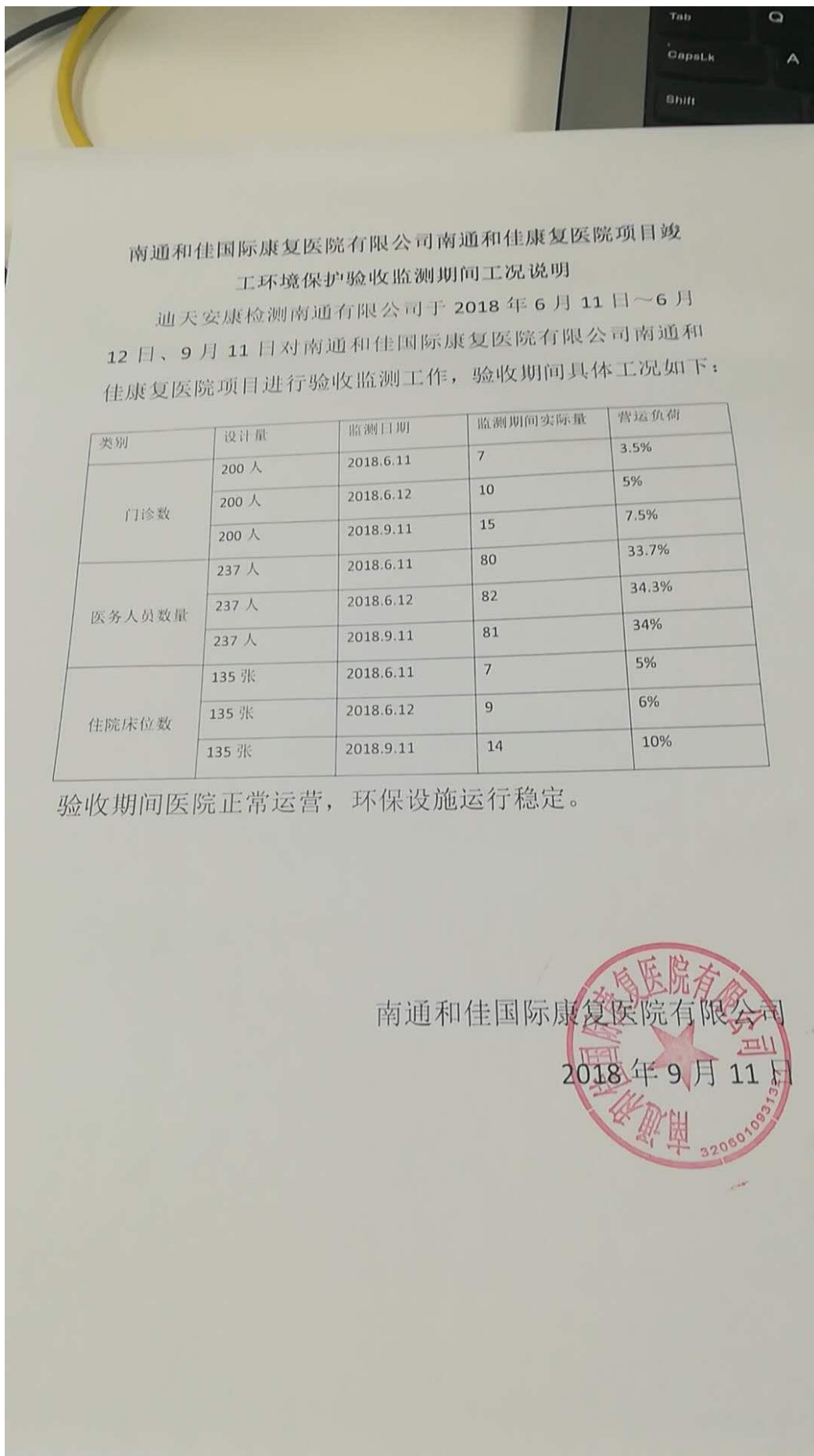
负责人签字：
Signature:

日期：2017年 月 8日
Date:

日期： 年 月 日
Date:



附件三：工况及原辅材料使用说明



南通和佳国际康复医院有限公司南通和佳康复医院项目竣工环境保护验收监测期间工况说明

迪天安康检测南通有限公司于 2018 年 6 月 11 日~6 月 12 日、9 月 11 日对南通和佳国际康复医院有限公司南通和佳康复医院项目进行验收监测工作，验收期间具体工况如下：

类别	设计量	监测日期	监测期间实际量	营运负荷
门诊数	200 人	2018.6.11	7	3.5%
	200 人	2018.6.12	10	5%
	200 人	2018.9.11	15	7.5%
医务人员数量	237 人	2018.6.11	80	33.7%
	237 人	2018.6.12	82	34.3%
	237 人	2018.9.11	81	34%
住院床位数	135 张	2018.6.11	7	5%
	135 张	2018.6.12	9	6%
	135 张	2018.9.11	14	10%

验收期间医院正常运营，环保设施运行稳定。

南通和佳国际康复医院有限公司

2018年9月11日



本项目主要设备一览表

科室	仪器名称	型号	环评数量 (台/套)	实际建设 (台/套)
PT 治疗	四肢联动训练器	/	3	6
	SET 训练系统	/	1	2
	平衡训练系统	/	1	5
	足下重治疗仪	/	3	2
	引力训练系统	/	1	3
OT 治疗	肩旋转器	/	1	0
	前臂旋转器	/	1	3
	新一代跟动仪	/	2	2
	BITS 综合治疗系统	/	2	2
	手平衡协调训练器	/	2	3
理疗	低频	/	5	4
	中频	/	4	6
	干扰电	/	2	1

	超短波	/	1	1
	超声波	/	2	2
	骨折愈合仪(和佳)	/	2	0
	磁热振	/	4	2
	TENS 治疗仪	/	4	2
	低周波	/	1	0
蒸蜡疗	蜡疗机	/	2	1
	熏蒸机	/	1	2
验	全自动血液细胞分析仪	/	1	1
	尿液分析仪	/	1	1
	血糖测定仪	/	1	1
水处理站	格栅	WD-AO-100	1	1
	一体化设备	WD-AO-100	1	1
	污水泵	WQ10-10-0.7 5	2	2
	罗茨风机	N=1.3kw	2	2
	微孔曝气装置	D200	58	58



本项目主要化学品一览表

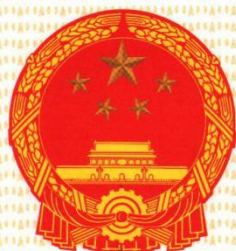
序号	名称	组分/规格	预计年耗量	实际年耗量
1	95%酒精	500ml	50L	5L
2	84消毒液片	100g	10000g	1000g
3	血常规稀释剂	5L	300L	30L
4	75%酒精	100ml	300L	30L
5	外科皮肤消毒剂（吉尔碘）	100ml	300L	30L
6	外科皮肤消毒剂（安尔碘 III 型）	500ml	130L	13L
7	免洗手消毒凝胶	500ml	500L	50L
8	外科抗菌洗手液	500ml	800L	80L

南通和佳国际康复医院有限公司

2018年9月11日

附图：





检验检测机构 资质认定证书

证书编号：171012050622

名称：迪天安康检测南通有限公司

地址：南通市港闸区长泰路128号天玺花园C座3楼（226000）

经审查，你机构已具备国家有关法律、行政法规规定的基本条件和能力，现予批准，可以向社会出具具有证明作用的数据和结果，特发此证。资质认定包括检验检测机构计量认证。

检验检测能力及授权签字人见证书附表。

你机构对外出具检验检测报告或证书的法律 responsibility，由迪天安康检测南通有限公司承担。

许可使用标志



171012050622

发证日期：2017年12月15日

有效期至：2023年12月14日

发证机关：



本证书由国家认证认可监督管理委员会监制，在中华人民共和国境内有效。

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