

Al Futtaim Element Materials Technology Dubai L.L.C	الفطيم اليمنت ماتيريلز تكنولوجي دبي ذ. م. م.	
Purchasing Terms and Conditions	الشروط والأحكام المنظمة لعمليات الشراء	
1 GENERAL	1. أحكام عامة	
a. In these Conditions "Buyer" means Al Futtaim Element Materials Technology Dubai L.L.C; "Supplier" means the supplier indicated on the Order; "Goods" means the goods or other materials stated on the Order and any necessary ancillary goods or materials; "Services" means the services stated on the Order and any necessary ancillary services; "Group" means the Element Materials Technology group; "Contract" means the contract (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods and/or the Services; "Order" means the Buyer's order for the Goods and/or the Services from the Supplier; "Supplier's Warranties" means those warranties	1. الحكام عامه	
as set out in clauses 5a, 5b and 5c. b. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:	(ب). تُشكل طلبية الشراء عرضاً من ا لمشتري لشراء ا لسلع و / أو ا لخدمات من ا لمورد وفقا لهذه ا لشروط . وتعتبر طلبية الشراء مقبولة في أي الأجلين التالبين أسبق:	
i. the Supplier issuing written acceptance of the Order; or	i. إصدار ا لمورد لقبول كتابي على طلبية الشراء ؛ أو	
ii. any act by the Supplier consistent with fulfilling the Order,	ii. أي تصرف من المورد بإنجاز طلبية الشراء،	
at which point and on which date the Contract shall come into existence.	في المرحلة وفي التاريخ الذي يبرم فيه العقد.	
c. These Conditions and the Order contain all the provisions which the parties have agreed in relation to the subject matter of the Contract and supersede any prior written or oral agreements, representations, proposal documentation or understandings between the parties (including any terms or conditions which the Supplier purports to apply under any brochure, price list, acknowledgement of order or similar document). These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any variation to the Order or these Conditions shall have no effect unless expressly agreed in writing by the Buyer. These Conditions do not affect the Buyer's statutory and other legal rights.	(ج). تتضمن هذه الشروط و طلبية الشراء جميع الأحكام التي وافق عليها الطرفان فيما يتعلق بموضوع العقد وتحل محل أي اتفاقيات سابقة مكتوبة أو شفوية أو إقرارات أو وثائق مقترحة أو تفاهمات بين الطرفين (بما في ذلك أي بنود أو شروط يقصد المورد تطبيقها بموجب أي كتيب أو قائمة الأسعار أو إقرار بالطلبية أو وثيقة مماثلة). وتنطبق هذه الشروط إلى حد استبعاد أي شروط أخرى يسعى المورد فرضها أو تضمينها، أو التي تكون متضمنة بموجب أعراف التجارة أو العرف أو الممارسة أو سياق التعامل. ولا يسري أي تعديل في طلبية الشراء أو هذه الشروط على ما لم يتم الموافقة عليه صراحة وخطيا من قبل المشتري. لا تؤثر هذه الشروط على الحقوق النظامية والحقوق القانونية الأخرى للمشتري.	
d. The headings in these Conditions are for convenience only and shall not affect their interpretation. The word "including" will be construed so that it does not limit the general effect of the words which precede it and so that any examples that are given are not to be exclusive or limiting examples of the matters in question.	(د). العناوين في هذه الشروط لغرض التسهيل فقط ، ولا تؤثر في تفسير ها. تُفسر عبارة "بما في ذلك" بحيث لا تحد من التأثير العام للكلمات التي تسبقها وبحيث لا تكون أي أمثلة تُعطى بعدها على الأمور المذكورة أمثلة على سبيل الحصر أو القصر.	
2 DELIVERY OF GOODS/PROVISION OF SERVICES	2. تسليم السلع / تقديم الخدمات	
a. The Supplier shall deliver the Goods and/or complete the provision of the Services by the delivery or completion date(s) stated on the Order. If no dates are so specified, delivery of the Goods and/or completion of the Services will be within 28 days of the date of the Order or by such later date as may be agreed by the Buyer and the Supplier in writing. Time for delivery of the Goods and/or completion of the Services shall be of the essence of the Contract.	(أ). يُسلم المورد السلع و / أو يُنجز تقديم الخدمات بحلول تاريخ (تواريخ) التسليم أو الإنجاز المذكورين في طلبية الشراء. في حالة عدم النص على هذه التواريخ في طلبية الشراء، يكون تسليم السلع و / أو إنجاز الخدمات في غضون 28 يوما من تاريخ طلبية الشراء أو أي تاريخ لاحق يتفق عليه المشتري والمورد خطيا. الوقت جوهر العقد فيما يتعلق بمواعيد تسليم السلع و / أو إنجاز الخدمات.	
b. Delivery of the Goods and provision of the Services to the Buyer shall be made at the place(s) specified in the Order (or, if none specified, at the Buyer's premises from which the Order is despatched) and by the method(s) specified on the Order (or, if none specified, using such method as accords with best accepted industry practices).	(ب). يكون تسليم السلع وتقديم الخدمات إلى المشتري في المكان (الأماكن) المحددة في طلبية الشراء (أو، في حال عدم النص عليها في طلبية الشراء، في مقر المشتري الذي منه تُرسل طلبية الشراء) وبالطريقة (الطرق) المحددة في طلبية الشراء (أو، في حال عدم النص على هذه الطرق في طلبية الشراء، باستخدام الطريقة التي تتفق مع أفضل الممارسات الصناعية المقبولة).	
 c. The Supplier shall deliver the quantity of goods stated on the Order. The Buyer may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered. d. The Goods shall be properly packed and stored during transit so as to reach their destination in an undamaged condition. All 	(ج). يُسلم المورد كمية السلع المذكورة في طلبية الشراء. ويجوز للمشتري وفقا لتقديره قبول تعديل في الكمية ودفع مبلغ تناسبي عن الكمية الفعلية التي تم تسليمها. (د). يتعين أن تكون السلع مُغلفة ومُخزنة حسب الأصول أثناء العبور (الترانزيت) وذلك لتصل إلى وجهتها في حالة غير تالفة. تكون جميع العبوات والمغلفات الأخرى	



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containers and other packaging shall be included in the price and	السعر متضمنة في سعر الشراء من حيث التكلفة، وتكون غير قابلة للإرجاع ما لم	
non-returnable unless otherwise stated on the Order.	ينص على خلاف ذلك في طلبية الشراء .	
e. The Supplier shall at its own cost obtain and comply with any	(ه). يلتزم المورد على نفقته الخاصة بالحصول على والامتثال لأي تراخيص أو	
necessary export/import licences, permits or consents (including	تصاريح أو اعتمادات تصدير / استيراد لازمة (بما في ذلك تصاريح أو موافقات	
work permits or consents) for the supply and delivery of the Goods	عمل) لتوريد وتسليم ا لسلع أو تقديم ا لخدمات .	
or provision of the Services.		
f. The Buyer or its representatives shall have the right to inspect	(و). يكون للمشتري أو لممثليه الحق في معاينة وفحص السلع ومعاينة تقديم الخدمات،	
and test the Goods and inspect the provision of the Services, and the	ويمنح المورد بشكل لا رجعة فيه إلى المشتري الحق في دخول مقاره لهذه	
Supplier irrevocably grants the Buyer the right to enter its premises	الأغراض. إذا لم يرتض المشتري نتيجة لهذه المعاينة أو الفحص، امتثال السلع أو	
for these purposes. If as a result of such inspection or testing the	الخدمات للعقد وأبلغ المورد بذلك؛ عندئذ، يتخذ المورد جميع الخطوات اللازمة	
Buyer is not satisfied that the Goods or the Services comply with	لضمان الامتثال. ولا يجوز أن تدل أي معاينة أو فحص على أي قبول ضمني من	
the Contract and the Buyer so informs the Supplier then the	جهة ا لمشتر ي.	
Supplier shall take all necessary steps to ensure compliance. No		
inspection or testing shall imply any acceptance by the Buyer.	to take the test and are are first. I have the second	
g. The Buyer may at any time make changes in writing relating to	(ز). يجوز للمشتري أن يُدخل في أي وقت تغييرات خطية على طلبية الشراء، ويشمل الله تعلق الله الله الله الله الله الله الله ال	
the Order including changes in the specification of the Goods or the	ذلك تغييرات في مواصفات السلع أو طريقة أداء الخدمات أو الكميات أو التعبئة أو وقت أو مكان تسليم السلع أو أداء الخدمات. إذا أدت هذه التغيرات إلى زيادة في	
method of performance of the Services, quantities, packing or time	وقت أو مكان تسليم السنع أو أداء الحدمات. إذا أدات هذه التغيرات إلى زياده في التكلفة، أو الوقت اللازم، لتسليم السلع و / أو أداء الخدمات، يتم عمل تعديل	
or place of delivery of the Goods or performance of the Services. If such changes result in an increasing cost of, or time required for,	التحلقة، أو الوقت الكرم، للنسيم المنتع و / أو أداء الخدمات، يتم عمل تعديل منصف على سعر الشراء و / أو الجدول الزمني لتسليم السلع أو أداء الخدمات.	
the delivery of the Goods and/or the performance of the Services,	ويجب موافقة المشتري خطيا على أي مطالبة بالتعديل من المورد قبل أن يشرع	
an equitable adjustment shall be made to the price and/or the	ويبب مواعه المصوري عني اي معتب بالتحقيق من المورد بن ان يسرع المورد بتنفيذ هذه التغييرات.	
schedule for the delivery of the Goods or the performance of the		
Services. Any claim for adjustment by the Supplier must be		
approved by the Buyer in writing before the Supplier proceeds with		
such changes.		
h. The Buyer shall be entitled to cancel the Order in whole or in	(ح). يحق للمشتري أن يلغى طلبية الشراء كليا أو جزئيا من خلال إعطاء إخطار إلى	
part by giving notice to the Supplier at any time prior to delivery of	المورد في أي وقت قبل تسليم السلع أو أداء الخدمات، يتحمل المشتري وحده	
the Goods or performance of the Services, in which event the	مسؤولية سداد تعويض عادل ومعقول عن العمل قيد التنفيذ في وقت الإلغاء إلى	
Buyer's sole liability shall be to pay to the Supplier fair and	المورد، ولكن لا يشمل هذا التعويض خسارة الأرباح المتوقعة أو أي خسارة لاحقة.	
reasonable compensation for work-in-progress at the time of		
cancellation but such compensation shall not include loss of		
anticipated profits or any consequential loss.		
3 PRICE AND PAYMENT	3. سعر الشراء والسداد () المناب المنابذ المنا	
a. Unless otherwise stated on the Order the price for the Goods	(أ). ما لم ينص على خلاف ذلك في طلبية الشراء، لا يشمل سعر شراء السلع و / أو	
and/or the Services is exclusive of sales tax (payable now or in the	الخدمات ضريبة المبيعات (مستحقة السداد الأن أو في المستقبل) ولكنه يشمل جميع المكوس أو الرسوم أو الضرائب أو التكاليف الأخرى الخاصة بالتسليم أو النقل أو	
future) but inclusive of all other duties, fees or taxes, cost of delivery, carriage, packing or provision to the Buyer, and shall not	التعبية أو التقديم إلى المشتري، ولا يجوز تعديل سعر الشراء بدون موافقة خطية	
be subject to adjustment without the Buyer's prior written consent.		
b. If no price is stated on the Order, a price must be agreed in	مسبقة من المشتري. (ب). إذا لم تنص طلبية الشراء على سعر الشراء، يجب الاتفاق على سعر خطيا مع	
writing with the Buyer before the Order is acted upon by the	المشترى قبل تنفيذ المورد لطلبية الشراء.	
Supplier.	, , , , , , , , , , , , , , , , , , ,	
c. The Supplier's invoices shall not be paid by the Buyer unless	(ج). لا يدفع المشتري فواتير المورد ما لم تُظهر: رقم طلبية الشراء. ما لم ينص على	
they show the Order number. Unless otherwise stated on the Order,	خلاف ذلك في طلبية الشراء، يُستحق سداد الفاتورة من جانب المشتري بعد ستين	
payment shall be due from the Buyer sixty (60) days from the date	(60) يوما من تاريخ الفاتورة التي يستلمها المشتري من المورد. ولا يجوز للمورد	
of invoice which the Buyer receives from the Supplier. The	إصدار فواتير إلى المشتري حتى تسليم السلع إلى المشتري أو إنجاز الخدمات، ما	
Supplier may not invoice the Buyer until delivery of the Goods to	لم ينص على خلاف ذلك في طلبية الشراء .	
the Buyer or completion of the Services unless otherwise stated on		
the Order.		
d. Payment by the Buyer shall be without prejudice to any claims	(د). يكون سداد المشتري للفواتير دون الإخلال بأي مطالبات أو حقوق قد تكون	
or rights which the Buyer may have against the Supplier and shall	للمشتري على المورد ولا يُشكل هذا السداد إقرار من المشتري باستيفاء التزامات	
not constitute any admission by the Buyer as to satisfaction of the	المورد بموجب العقد. يجوز للمشتري الامتناع عن دفع أي مبالغ مستحقة بموجب	
Supplier's obligations under the Contract. The Buyer may withhold	العقد في حال وجود أي خلاف مع المورد أو مطالبة عليه.	
payment of any sums due under the Contract in the event of any dispute with or claim against the Supplier.		
e. The Buyer may, by notice in writing to the Supplier, set off any	(ه). ويجوز للمشتري، بموجب إخطار خطى للمورد، عمل مقاصة لأي من أو جميع	
or all of the monies owing by the Buyer to the Supplier for the	الأموال التي يدين بها المشتري إلى المورد مقابل السلع أو الخدمات، من أي مبلغ	
Goods or the Services against any amount owing from the Supplier	مستحق على المورد إلى أي عضو بالمجموعة (دون المساس بأي سبل انتصاف	
to any member of the Group (without prejudice to any other	أخرى للمشتري فيما يتعلق بأي إخلال من جانب المورد).	
remedies of the Buyer in respect of any default by the Supplier).		
4 DISK AND TITLE	٨ المسينة مارية مالماكية	

المسؤولية والملكية

تنتقل المسؤولية عن ا**لسلع** وملكيتها إلى ا**لمشتري** عند تسليمها إلى ا**لمشتر**ي (أو،

عند الاقتضاء، عند استلام شركات الشحن الخاصة بالمشتري لها) شريطة أنه في

حالة نقل السلع إلى المشتري في يتصل بالخدمات، تنتقل المسؤولية عنها وملكيتها

a. Risk in and title to the Goods shall pass to the Buyer on

delivery to the Buyer (or, if appropriate, on receipt of the Goods by

the Buyer's carriers) provided that where the Goods are transferred

4 RISK AND TITLE



The Buyer in commection with the Services, risk and title shall pass to the Buyer on substantial incorporation into or onto the permisses or the property of the Buyer or on completion of the Services (whichever is earlier). Now there the property of the Buyer or on completion of the Services (whichever is earlier). Now there the Buyer supplies to the Supplier or on the manufacture of the Goods for supply to the Buyer under the Contract, such materials and/or equipment on a free issue basis for use in the manufacture of the Buyer that all times remain in the ownership of the Buyer burst shall be at the Supplier's risk from point of recept by the Buyer under the purpose of manufacturing the Goods under the Contract in the purpose of manufacturing the Goods under the Charge, lien or encountenace and shall where reasonably practical steps such materials and/or equipment separate and clearly identified as the Buyer's property. The Supplier Shall hold all materials, engine such as a supplier shall make good condition until returned to the Buyer's shall fold all materials, engine the Buyer shall shall all materials and or engine the Buyer shall shall all materials and or engine the Buyer shall shall all materials and or engine the Buyer shall shall all materials and or engine the Buyer shall shall all materials and or engine the Buyer shall shall all materials and the Buyer shall shall all materials and the shall shall be shall shall be of , sound design, materials and or engine the shall s	eiemeni		
pass to the Buyer on substantial incorporation into or mote the ferriescs whichever is carrier). b. Where the property of the Buyer completion of the Services (whichever is carrier). b. Where the Buyer supplies to the Supplier materials and/or equipment on a free issue basis for use in the manufacture of the Groods for supply to the Buyer under the Contract, such materials and/or equipment shall at all times remain in the ownership of the Buyer to the Supplier shall be at the Supplier's risk from point of receipts by the Buyer to the Supplier shall be at the Supplier shall be at the Supplier's shall only use such materials and/or equipment first the purpose of manufacturing the Goods under the Contract, shall not subject such materials, and/or equipment and one subject such materials and/or equipment on any characteristic shall be an expected and the contract shall not subject such materials and/or equipment and tooks the Buyer's shall be a shall all materials, equipment and tooks the Buyer's materials in good condition until returned to the Buyer for the Supplier shall both all materials, equipment and tooks the Buyer and the Supplier shall both all times provided to the Supplier of in one exercise, assert any lite of whatever nature in connection with the provision of the Services and redelivery to the Buyer to the Supplier shall both all contents of the Goods the Supplier shall be a shall remain with the Supplier shall be a shall remain took the Supplier shall be shall be sha	October 2018 edition		
specimes or the property of the Buyer on completion of the Services (whichever is carriers). b. Where the Buyer supplies to the Supplier materials and/or equipment and refer issue basis for use in the manufacture of the Goods for supply to the Buyer under the Contract, such materials and/or equipment shall at all times remain in the ownership of the Buyer but shall be at the Supplier's risk from point of receipt by the Supplier. The Supplier's risk from point of receipt by the Supplier. The Supplier shall not subject such materials and/or equipment for the purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment for the purpose of manufacturing the Goods where the Supplier shall hold all materials, equipment and tools, travings, specifications and data supplied by the Buyer to the Supplier shall hold all materials, equipment and tools, travings, specifications and data supplied by the Buyer to the Buyer. And not dispose of or these the Buyer Materials in good condition until returned in the Buyer and the Supplier shall not exercise assert or purport to exercise on assert any lie not whatever nature in connection with the provision of the Services and redelivery to the Buyer (when risk shall revert to the Buyer). 5. WARRANTY AND LIABILITIES a. In the case of the Goods the Supplier or warrants to the Buyer that it. the Goods shall be of satisfactory quality, as such standard is assessed by a reasonable buyer who had full knowledge of the condition, quality and characteristics of the Goods, and treat with the Buyier's standard specifications and with any equipment of the Buyer is particularly to the Buyer (when risk shall rever to the Buyer) with the Supplier's standard specifications and with any equipment of the Buyer is particularly to the Buyer (when risk shall rever to the Buyer) and the case of the Goods the Buyer is particularly to the Buyer			
Services (whichever is earlier). No. Where the Buyer supplies to the Supplier materials and/or equipment on a free issue basis for use in the manufacture of the Goods for supply to the Buyer under the Contract, such materials and/or equipment shall at all times remain in the ownership of the Buyer buy shall be at the Supplier's risk from point or freeziph by the Buyer to the Purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment for the purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment to any charge, lien or enumbrance and shall where reasonably practical keep such materials and/or equipment into any charge, lien or enumbrance and shall where reasonably practical keep such materials and/or equipment into any charge. It is a subject such materials and/or equipment and tools, rawings, specifications and data supplied by the Buyer to the Buyer, and not dispose of or use the Buyer in such and supplier of the Buyer and the Supplier Shall hold all materials other than in accordance with the Buyer shall not exercise, assert or purport to exercise or assert any hen of whatever nature in connection with such items and risk in them shall remain with the Supplier until completion of the Services and redelivery to the Buyer (when this shall rever to the Buyer). Warrakmy AND LIABULITIES a. In the Goods shall be of satisfactory quality, as such standard is assessed by a reasonable buyer who fall knowledge of the condition, quality and characteristics of the Course of the Goods as delivered ball comply with all specifications and or drawings supplied by the Buyer of the Supplier warrants to the Buyer, in the case of the Goods shall be of satisfactory quality, as such standard in the case of the Goods that long the such and the supplier warrants to the Buyer of a supplier shall hold in cursoly at its own risk and requirements and the Supplier shall hold in cursoly at its own risk and requirements and the Supplier shall		عند إنجاز ا لخدمات (ايهما اقرب).	
ال الال المستقدي المراكبة المركبة المر			
equipment on a free issue basis for use in the manufacture of the Grosks for supply to the Buyer under the Contract, such materials and/or equipment shall at all times remain in the cownership of the Buyer but shall be at the Supplier's risk from point of receipt by the Supplier. The Supplier shall only use such materials and/or equipment for the purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment to any charge, lien or encumbrance and shall where reasonably practical keep such materials and/or equipment and shall where reasonable stated by the Buyer to the Supplier shall hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Buyer, and not dispose of or use the Buyer Materials in good condition until returned to the Buyer, and not dispose of or use the Buyer Materials in good condition until returned to the Buyer, and not dispose of or use the Buyer Materials of the Buyer and the Supplier shall not exercise, assert or purport to exercise or assert any lice of whatever nature all times with the Buyer's witten instructions or authorisation. d. Title to all items provided to the Supplier or or in connection with the provision of the Services shall remain with the Supplier shall not exercise, assert or purport to service or assert any lice of whatever nature in connection with such items and risk in them shall remain with the Supplier until completion of the Services shall comply with all specifications and with the Supplier's shall may be a supplier with the Supplier's shall may be a supplier with the Supplier's shall be provided by the Buyer to the Supplier on the Condox as deliveresties of the Goods, the Condox shall be of satisfactory quality, as such sandard specification and with any description or sample. i. The Goods shall be of satisfactory quality, as such sandards and regulations (and with any description or the supple.) A shall be provided to the Supplier of oir normaction with the Supplier's standa		(د) إذا قاء المشتري و يتزمرد المهرية ومماد م / أم معدات على أساس محاذ الاستخدام	
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and/or equipment shall at all times remain in the ownership of the Supplier. The Supplier shall only use such materials and/or equipment for the purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment to the purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment and shall where reasonably practical keep such materials and/or equipment separate and clearly identified as the Buyer's property. c. The Supplier shall hold all materials, equipment and tools, crawings, specifications and data supplied by the Buyer to the Supplier ("Buyer Materials") in safe custody at its rown risk, maintain the Buyer Materials in good condition until teturned to the Buyer, and not dispose of or use the Buyer Materials of the Buyer with the Buyer with the Buyer strike instructions or authorisation. d. Title to all items provided to the Supplier for or in connection with the provision of the Services and relatively to the Buyer to the Buyer and the Supplier shall not exercise, assert or purport to exercise or assert my licit or binative, and risk in them shall remain with the Supplier under the Buyer with the Supplier shall not exercise, assert or purport to reach the Buyer of the Buyer to the B			
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highest degree of care and skill accepted within the trade all items التي قدمت إليه بشأن أو بخصوص تقديم الخدمات، وبمعاملتها	 i. the Goods as delivered shall comply with all specifications and/or drawings supplied by the Buyer to the Supplier or, if none, with the Supplier's standard specifications and with any description or sample; ii. the Goods shall be of satisfactory quality, as such standard is assessed by a reasonable buyer who had full knowledge of the condition, quality and characteristics of the Goods, the Goods shall also be of, sound design, materials and workmanship and fit for any purpose held out by the Supplier or specified by the Buyer or as may be reasonably inferred from the Contract or dealings between the parties and the Supplier shall hold in custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the supply of the Goods; and iii. the Goods shall comply with all applicable laws, standards and regulations (and with any collection, quantity or other requirements stated on the Order) concerning the manufacture, packaging, labelling, storage, handling and delivery of the Goods, and with all relevant Health and Safety and Environmental regulations, UAE Standards and with best accepted industry standards. b. In the case of the Services the Supplier warrants to the Buyer that: i. the Services shall, on completion of their provision to the Buyer, comply with the agreed specification or, if none, with the Supplier's standard specification and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's reasonable satisfaction; ii. the Services shall be provided with the highest standards 	 أن السلع كما ملامت تتوافق مع جميع المواصفات و / أو الرسومات التي قدمها المشتري إلى المورد أو، في حالة عدم وجود هذه وصف أو عينة؛ و وصف أو عينة؛ و ii. أن السلع ذات جودة مرضية، كما يتم تقييم هذا المعيار من قبل مشتري متعميم ومواد ومصنعية سليمين وتناسب أي غرض من الأغراض متصميم ومواد ومصنعية سليمين وتناسب أي غرض من الأغراض العقد أو من التعامل بين الطرفين، وأن المورد سيلتزم بالمحافظة على برتضيه المعورد أو يحدده المشتري أو يُستدل عليه بشكل معقول من بالمشتري (إن وجدت) التي قدمت إليه بشأن أو بخصوص توريد مجلل التجارة؛ و السلع، وبمعاملتها وفقا لأعلى درجة من الرعاية والمهارة المقبولين في مجلل التجارة؛ و مجلل التجارة؛ و المبارة المقبولين وتعبئة وتغليف ووضع بطاقات تعريف المنتج وتخزين ومناولة وتسليم السلع، ولكل لوانح الصحة والسلامة والبيئة والمعايير بدولة الإمارات العربية المتحدة ومع أفضل معايير الصناعة المقبولة. (ب). في حالة الخدمات، عند إنجاز تقديمها إلى المشتري، تمتثل للمواصفات الكورن هي الأفضل من نوعها في مجال التجارة وتحوز رضاء المشتري المؤللة وتناها ذي ومناولة عدم وجود هذه الموصفات، مع المواصفة تكون هي الأفضل من نوعها في مجال التجارة وتحوز رضاء المشتري المقولين وتعبئة والمهارة والإقان المقبولين المعقول؛ و أن الخدمات وقفا لأعلى معايير الرعاية والمهارة والإتقان المقبولين المعقول؛ و أن تقدم الخدمات وفقا لأعلى معايير الرعاية والمهارة والإتقان المقبولين المقبولين المقولين المقبولين المقبولين المقبولين المقبولين المؤلفات المقبولين المؤلفات المقبولين المناهولين المؤلفات المقبولين المؤلفات المقبولين المؤلفات المؤلفات المقبولين المؤلفات المقبولين المؤلفات المقبولين المؤلفات المؤلفات المؤلفات المؤلفات المقبولين المؤلفات المؤلفا	
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	 i. the Goods as delivered shall comply with all specifications and/or drawings supplied by the Buyer to the Supplier or, if none, with the Supplier's standard specifications and with any description or sample; ii. the Goods shall be of satisfactory quality, as such standard is assessed by a reasonable buyer who had full knowledge of the condition, quality and characteristics of the Goods, the Goods shall also be of , sound design, materials and workmanship and fit for any purpose held out by the Supplier or specified by the Buyer or as may be reasonably inferred from the Contract or dealings between the parties and the Supplier shall hold in custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the supply of the Goods; and iii. the Goods shall comply with all applicable laws, standards and regulations (and with any collection, quantity or other requirements stated on the Order) concerning the manufacture, packaging, labelling, storage, handling and delivery of the Goods, and with all relevant Health and Safety and Environmental regulations, UAE Standards and with best accepted industry standards. b. In the case of the Services the Supplier warrants to the Buyer that: i. the Services shall, on completion of their provision to the Buyer, comply with the agreed specification or, if none, with the Supplier's standard specification and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's reasonable satisfaction; ii. the Services shall be provided with the highest standards of care, skill and workmanship accepted within the trade and the Supplier shall hold in safe custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items 	i. أن السلع كما سلمت تتوافق مع جميع المواصفات و / أو الرسومات التي قدمها المشتري إلى المورد أو، في حالة عدم وجود هذه وصف أو عينة؛ و وصف أو عينة؛ و وصف أو عينة؛ و وصف أو عينة؛ و تصميم ومواد ومصنعية سليمين وتناسب أي غرض من الأغراض منتصميم ومواد ومصنعية سليمين وتناسب أي غرض من الأغراض تصميم ومواد ومصنعية سليمين وتناسب أي غرض من الأغراض العقد أو من التعامل بين الطرفين، وأن المعورد سيلتزم بالمحافظة على مسؤوليته الخاصة على جميع العناصر أو المواد الأخرى الخاصة السلع، وبمعاملتها وفقا لأعلى درجة من الرعاية والمهارة المقبولين في بالمشتري (إن وجدت) التي قدمت إليه بشأن أو بخصوص توريد مجال التجارة؛ و السلع وبمعاملتها وفقا لأعلى درجة من الرعاية والمهارة المقبولين في مجموعة أو كمية أو غيرها من الإشتراطات المنصوص عليها في المنتج وتخزين ومناولة وتسليم السلع، ولكل لوائح الصحة والسلامة والبينة والمعايير بدولة الإمارات العربية المتحدة ومع أفضل معايير الصناعة المقبولة. ii الخدمات، يضمن المورد إلى المشتري ما يلي: (ب). في حالة الخدمات، عند إنجاز تقديمها إلى المشتري، تمتثل للمواصفات المنقول؛ و تكون هي الأفضل من نوعها في مجال الثجارة وتحوز رضاء المشتري المؤول؛ و تكون هي الأفضل من نوعها في مجال الثجارة وتحوز رضاء المشتري الماستري المواصفة على مجهل التجارة؛ وأن المهورد سيلتزم بالمحافظة على مسؤوليت الخاصة على جميع العناصر أو المواد الأخرى الخاصة بالمشتري (إن في مجال التجارة؛ وأن المورد سيلتزم بالمحافظة على مسؤوليته الخاصة على جميع العناصر أو المواد الأخرى الخاصة بالمشتري (إن وحدث) التي قدمت إليه بشأن أو بخصوص تقديم الخدمات، ومعاملتها وحدث) التي قدمت إليه بشأن أو بخصوص تقديم الخدمات، ومعاملتها وحدث	



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or in connection with the provision of the Services;		
iii. it shall use personnel who are suitably skilled and	iii. بأنه يستخدم الأفراد الذين يتمتعون بمهارات وخبرات مناسبة لأداء	
experienced to perform tasks assigned to them, and in sufficient	المهام الموكلة إليهم، وبأعداد كافية لضمان استيفاء التزامات المورد	
number to ensure that the Supplier's obligations are fulfilled in	و فقا لهذا ا لعقد .	
accordance with this Contract;		
iv. it shall use the best quality goods, materials, standards and	iv. أنه يستخدم أفضل نوعية من السلع والمواد والمعايير والتقنيات،	
techniques, and ensure that the deliverables and all goods and	ويضمن خلو المخرجات وجميع السلع والمواد الموردة والمستخدمة في	
materials supplied and used in the Services or transferred to the	الخدمات أو المنقولة إلى المشتري، من عيوب في التصنيع والتركيب	
Buyer, will be free from defects in workmanship, installation and	والتصميم؛ و	
design;		
v. the Services shall be provided in accordance with all	v. تقديم الخدمات وفقا لجميع المعايير واللوائح المعمول بها و / أو	
applicable standards, regulations and/or legal requirements, UAE	الاشتراطات القانونية، والمعابير بدولة الإمارات العربية المتحدة	
Standards and best accepted industry practices; and	وأفضل ممارسات الصناعة المقبولة؛ و vi. في حالة الخدمات المقدمة على أو في مقار المشتري، يلتزم المورد	
vi. in the case of the Services provided on or at premises of	vi. في حالة الخدمات المقدمة على او في مقار المشتري، يلتزم المورد	
the Buyer, the Supplier shall comply with all relevant Buyer	بجميع سياسات ا لمشتري ذات الصلة (بما في ذلك سياسات الصحة	
policies (including health and safety policies and physical, systems	والسلامة والسياسات المادية وسياسات النظم وسياسات أمن المعلومات) وبلوائح الموقع لدى المشتري السارية من وقت لأخر ومع الطلبات	
and information security policies) and with the Buyer's site	وبوائح الموقع الذي المعتري السارية من وقت الكر ومع الطبات أخرى المعقولة للمشترى .	
regulations in force from time to time and with other reasonable requests of the Buyer.	الحرى المعقولة للمفتري.	
c. The Supplier warrants that it shall not do or omit to do anything	(ج). يضمن المورد أنه لا يجوز القيام بأي فعل أو ترك قد يتسبب في خسارة المشتري	
which may cause the Buyer to lose any licence, authority,	ا (ع). يحسن المورد الله 1 يجور العيم بني عن او ترك له يسبب في حسارة المعسوي الله الأي ترخيص أو صلاحية أو موافقة أو إذن يعتمد عليه لأغراض تسيير أعماله،	
consent or permission upon which it relies for the purposes of	دي تركيف الورد بأنه يجوز للمشتري الاعتماد على الخدمات أو التصرف بناء عليها.	
conducting its business, and the Supplier acknowledges that the	ويور المورد بالديبور مستوري الاعتماد على المستورك بناء عليها	
Buyer may rely or act on the Services.		
d. If the Buyer finds that the Goods and/or the Services (or any of	(د). إذا تبين للمشتري عدم استيفاء السلع و / أو الخدمات (أو أي منهم) لأي من	
them) fail to comply with any of the Supplier's Warranties	ضمانات المورد (مهما كان الإخلال بها طفيفا) ويجوز للمشتري، وذلك بتقديم	
(however slight the breach) the Buyer may, by giving notice to	اخطار إلى المورد:	
the Supplier:	32 &-, 5,	
i. reject any of the Goods or any part thereof (including any	i. رفض أي سلعة من السلع أو أي جزء منها (بما في ذلك أي أو جميع	
or all of the Goods not affected by such failure to comply), and/or	السلع غير المتأثرة بحالة عدم الامتثال)، و / أو طلب رد فوري لأي	
require the immediate refund of any monies already paid and/or	أموال دفعت بالفعل و / أو إلغاء طلبية الشراء، ولتجنب الشك ، يظلُّ	
cancel the Order and for the avoidance of doubt, such right shall	هذا الحق متاحاً للمشتري حتى لو أعاد المشتري بيع السلع أو تصرف	
still be available to the Buyer even if the Buyer has re-sold or	فيها بخلاف ذلك؛ و / أو	
otherwise dealt with the Goods;		
ii. refuse any further delivery of any Goods or the further	ii. رفض تسليمات إضافية من أي سلع أو تقديم إضافي لأي خدمات (بما	
provision of any Services (including under another Contract);	في ذلك بموجب عقد آخر)؛ و / أو	
iii. require the Supplier (free of charge) to make good or	iii. أن يطلب من المورد (مجانا) ضمان الضرر الواقع على السلع أو	
replace the Goods or re-perform the Services to the Buyer's	استبدالها أو إعادة أداء الخدمات بما يجوز رضا المشتري (في كل حالة	
satisfaction (in either case within 30 days). Any demand to make	فِي غضون 30 يوما). ولا يمنع أي طلب بضمان الضرر أو الإصلاح	
good, repair, replace or re-perform shall not prevent the Buyer	أو الاستبدال أو إعادة الأداء، المشتري من رفض السلع و / أو	
rejecting the Goods and/or the Services if the Supplier fails to	الخدمات إذا لم يمتثل المورد أو إذا لم يكن ضمان الضرر أو الإصلاح	
comply or if the making good, repair or re-performance is	أو الاستبدال أو إعادة الأداء مرضيا. ويتعين أن تمتثل أي سلع مستبدلة	
unsatisfactory. Any replacement Goods or re-performed Services	أو خدمات مُعاد أداؤها من جميع النواحي لضمانات المورد؛ و / أو	
shall comply in all respects with the Supplier's Warranties; and/or	the state of the s	
iv. (by itself or through arrangements with a third party) make	iv. أن يقوم على نفقته (بنفسه أو من خلال اتفاقات مع طرف ثالث) بضمان	
good, modify repair or otherwise correct the Goods or re-perform	الضرر أو تعديل أو إصلاح أو بخلاف ذلك تصحيح السلع أو إعادة	
the Services at the Supplier's cost. The Supplier shall immediately	أداء الخدمات. يلتزم المورد مباشرة عند الطلب بتعويض المشتري عن	
on demand reimburse the Buyer its costs and expenses of such	تكاليف ونفقات ضمان الضرر أو التعديل أو الإصلاح أو التصحيح أو إعادة الأداء.	
making good, modification, repair, correction or re-performance.	إعادة الاداء. (ه). يتعين على المشتري بقدر ما يمكن عمليا الاحتفاظ بالسلع التي يزعم عدم امتثالها	
e. The Goods which are alleged not to comply with the Supplier's	(ه). يعين على المستوي بعدر ما يمكن عملية المحلفاط بالتسع التي يرعم عدم المسلع المورد لغرض معاينة المورد لها (شريطة أن يكون يُعاين المورد السلع	
Warranties shall as far as practicable be preserved by the Buyer for inspection by the Supplier (provided that the Supplier	في غضون 14 يوما من إخطاره بالخلل المزعوم من قبل المشتري)، ويتعين، إذا	
inspects the Goods within 14 days of being notified of the	تي عصول 14 يونه من المصارة بالحس المرافع من لين المصوري)، ويتعين، إدا كان ذلك ممكن عمليا، إرجاعها إلى المورد على تكلفة المورد.	
alleged defect by the Buyer), and shall, if reasonably	کال دنت ممدل عملی، از جاعه ایی انصوری علی ندند. اسورد.	
practicable, be returned to the Supplier at the Supplier's cost.		
f. The Supplier shall take out and maintain insurance with a	(و). يُبرم المورد ويُحافظ على سريان تغطية تأمينية مع شركة تأمين مرموقة ضد أي	
reputable insurance company against any loss or damage	رد). يبرم محورد ويت عنى سريال تعنيه تمهيه مع سرت تمهي مرمود عند بي خسارة أو ضرر من أي نوع لصالح المشتري وموظفيه وممثلكاته وأي طرف	
whatsoever to the Buyer, the Buyer's employees, the Buyer's	ثالث، سواء كان بسب إخلال ال مورد (أو مقاوليه من الباطن") في تقديم الخدمات أو	
property, and any third party, whether caused by the Supplier's	توريد السلع أو خلاف ذلك من خلال إهمال المورد (أو مقاوليه من الباطن") وذلك	
(or its sub-contractors') default in providing the Services or	بمبالغ كافية لتغطية أي خسارة أو ضرر محتمل قد يتكبده المشتري (أو تلك المبالغ	
supplying the Goods or otherwise through the Supplier's (or its	الأخرى التي قد تكون محددة في طلبية الشراع). ويقوم المورد ما يثبت حصوله	
sub-contractors') negligence in amounts adequate to cover any	على هذه التغطية إلى المشترى بناء على طلبه.	
such potential loss or damage that may be incurred by the Buyer	6 . 4 6 6	

such potential loss or damage that may be incurred by the Buyer



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(or such other amounts as may be specified on the Order). The Supplier shall provide evidence of such cover to the Buyer upon the Buyer's request.

القوة القاهرة 6. FORCE MAJEURE

The Buyer has the right to defer the date of delivery or payment, cancel the Order, and/or otherwise vary the Contract if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control (including acts of God, war, fire, breakdown of plant or machinery, unavailability of fuel or power, flood, storm, tempest, explosion and national emergencies).

المشترى لديه الحق في تأجيل موعد تسليم **طبية الشراء** أو سداد ثمنها أو إلغائها، و/ أو تعديل العقد بخلاف ذلك إذا منعته أو أخرته أي ظروف خارجة عن سيطرته المعقولة من أداء أعمالها (وتشمل هذه الظروف القضاء والقدر والحرب والحرائق وتعطل الألات وعدم توافر الوقود أو الكهرباء والفيضانات والعواصف والأعاصير والانفجارات وحالات الطوارئ الوطنية).

7. INTELLECTUAL PROPERTY; THIRD PARTY CLAIMS

a. All designs, drawings, prints, samples, specifications and other materials prepared by the Buyer for the purposes of the Contract, and any such items prepared by the Supplier for the purposes of the Contract and representing, containing or embodying proprietary designs or other intellectual property (including patents, inventions, know-how, trade secrets, registered designs, copyrights, database rights, trade marks, service marks, logos, domain names, business names, trade names and design rights) of the Buyer or prepared by the Supplier in accordance with the Buyer's commission or specification shall remain or become the Buyer's property (as the case may be) and shall vest in Buyer immediately upon the payment in full of the Fees and expenses for the Goods to which they relate and shall be returned to the Buyer upon completion or termination of the Contract. The Supplier undertakes, on request from the Buyer and at no cost to the Buyer to execute or procure the execution of (as the case may be) such documentation, authorisation or declarations as may be reasonably required to vest full right, title and interests in the rights concerned in the Buyer.

الملكية الفكرية؛ مطالبات الطرف الثالث

المحافظة السرية

- تظل أو تُصبح جميع التصاميم والرسومات والمطبوعات والعينات والمواصفات وغيرها من المواد المُعدة من قبل المشتري لأغراض العقد، وأية عناصر يُعدها المورد لأغراض العقد، والتي تُمثل أو تتضمن أو تنطوي على تصميمات خصوصية وملكيات فكرية أخرى للمشتري أو التي يُعدها المورد وفقا لمهام المشتري أو مواصفاته (بما في ذلك براءات الاختراع والاختراعات والدراية والأسرار التجارية والرسوم والتصميمات المسجلة وحقوق النشر وحقوق قاعدة البيانات والعلامات التجارية وعلامات الخدمة والشعارات وأسماء النطاقات وأسماء الأعمال والأسماء التجارية وحقوق التصميم) ملكاً للمشتري (حسب مقتضى الحال) وتؤول إلى **المشتري** على الفور بعد دفع كامل الرسوم وُالمصروفات َالخاصةْ بالسَّلع الَّتي تتعلق بها، وتُرد إلى المشتري عند إنجاز أو إنهاء العقد. يتعهد المورد، بناء على طلب المشتري وبدون أي تكلُّفة على المشتري بتنفيذ أو ضمان تنفيذ (حسب مقتضى الحال) المستندات أو التفويضات أو الإعلانات التي قد تكون مُطلوبة بشكل معقول لمنح الحق والملكية والمصالح الكاملين في الحقوق المعنية
- b. The Supplier shall not use or allow to be used in any manner not approved by the Buyer, any trade marks or trade names required by the Buyer to be applied or used by the Supplier in relation to the Goods or the Services.
- c. The Supplier shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any intellectual property rights of the Buyer and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect.
- (ب) يُحظر على المورد بأى طريقة غير معتمدة من المشترى استخدام أو السماح باستخدام أي علامات تجارية أو أسماء تجارية يطلب ا**لمشتري** استخدام ا**لمورد** لها فيما يتعلق بالسلع أو الخدمات.
- (ج). يُحظر على المورد فعل أو تفويض أي طرف ثالث بالقيام بأي تصرف من شأنه أن أو يحتمل أن يبطل أو يتعارض مع أي حقوق ملكية فكرية **للمشتري،** كما يُحظر عليه ترك أو تفويض أي طرف تالث بترك القيام بأي تصرف، سيكون له نفس الأثر عند تركه.

8. CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, or information relating to the business, affairs or property of the Buyer or any of the Goods or the Services which are of a confidential nature and have been disclosed to the Supplier by the Buyer, its employees, agents or sub-contractors, and any other confidential information concerning the Buyer's business or its products or its services that the Supplier may obtain (including any such information referred to in clause 7a without the Buyer's prior written consent). The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. This clause 8 shall survive termination of the Contract.

يحافظ ا**لمورد** في سرية تامة على جميع الدرايات أو المواصفات أو الاختراعات أو العمليات أو المبادرات الفنية أو التجارية أو المعلومات التي تتعلق بأعمال وشؤون وممتلكات المشتري أو أي من السلع أو الخدمات ذات الطبيعة السرية وكشف عنها المشتري أو موظفيه أو وكلائه أو مقاوليه من الباطن إلى المورد، وأية معلومات سرية أخرى المتعلقة بالأعمال التجارية للمشترى أو منتجاته أو خدماته التي قد يحصل المورد عليها (بما في ذلك أي من المعلومات المشّار إليها في البند 7أ بدون مّوافقة خطية مسبقة من المشتري). ويلتزم المورد بتقييد الكشف عن هذه المعلومات السرية على موظفيه أو وكلائه أو مقاوليه من الباطن على أساس الحاجة للمعرفة لغرض الوفاء بالترامات المورد بموجب العقد، وعليه أن يضمن التزام هؤلاء الموظفين أو الوكلاء أو المقاولين من الباطن لالتزامات السرية المقابلة لتلك الالتزامات الملومة للمورد. ويسري هذا البند 8 بعد

DATA PROTECTION

- In exercising their rights and performing their obligations under the Contract, the Supplier agrees and acknowledge to follow generally acknowledged international data security principles.
- The Supplier shall notify the Buyer promptly and without undue delay upon becoming aware of a personal data breach (being a breach of security leading to the accidental or unlawful
- يوافق ا**لمورد** في معرض ممارسة حقوقه وأداء التزاماته بموجب العقد، ويتعهد بإتباع مبادئ أمن البيانات الدولية المعترف بها عموما.
- (ب) يلتزم ا**لمورد** بإخطار ا**لمشتري** فورا وبدون تأخير لا مبرر له بعلمه بأي خرق للبيانات الشخصية (يكون خرقا أمنيا يؤدي بشكل عرضي أو غير قانوني إلى تدمير البيانات الشخصية المرسلة أو المخزنة أو المعالجة بطريقة أخرى فيما يتصل



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destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed in connection with the provision of a public electronic communications service) or circumstances that are likely to give rise to a personal data breach, providing the Buyer with sufficient information and in a timescale which allows the Buyer to meet any obligations to report a personal data breach under relevant data protection legislation and take such reasonable commercial steps as are directed by the Buyer to assist in the investigation, mitigation and remediation of such personal data breach.

بتوفير خدمة اتصالات إلكترونية عامة) أو فقدانها أو تغييرها أو الكشف غير المصرح عنها أو الوصول غير المصرح إليها؛ أو إلى ظروف من شأنها أن تؤدي إلى خرق لبيانات شخصية، في معرض تزويد المشتري بمعلومات كافية وفي فترة زمنية تسمح له بالوفاء بأي التزامات للإبلاغ عن خرق في البيانات الشخصية بموجب التشريعات ذات الصلة بحماية البيانات، كما يتلزم باتخاذ الخطوات التجارية المعقولة حسب توجيهات المشتري للمساعدة في إجراء تحقيقات بشأن الخرق في البيانات الشخصية وتخفيف آثاره ومعالجته.

10. ANTI-CORRUPTION

- a. The Supplier undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including UK Bribery Act 2010) ("Anti-Corruption Laws") and that it shall not do, nor omit to do, any act that will lead to the Buyer being in breach of any of the Anti-Corruption Laws. The Supplier shall comply with the Buyer's anti-corruption policies as may be notified to the Supplier and updated from time to time.
- b. The Supplier shall promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.
- أ). يتعهد المورد بالامتثال لجميع القوانين والأنظمة واللوائح والقوانين المعمول بها فيما يتعلق بمكافحة الرشوة فيما يتعلق بمكافحة الرشوة بالمملكة المتحدة لعام 2010) ("قوانين مكافحة الفساد")، وأنه لن يقوم بفعل أو ترك أي تصرف من شأنه أن يؤدي بالمشتري إلى خرق أي من قوانين مكافحة الفساد. ويلتزم المورد بالامتثال لسياسات مكافحة الفساد الخاصة بالمشتري كما يتم إخطار المورد بها وتحديثها من وقت لأخر.
- (ب). يقوم المورد فورا بإبلاغ المشتري بأي طلب أو مطالبة بأي أموال غير مستحقة أو ميزة أخرى غير مبررة من أي نوع يحصل عليها المورد بخصوص أداء العقد.

11. العبودية الحديثة

13. الإنهاء والتعليق

11. MODERN SLAVERY

- a. In performing its obligations under the contract, the Supplier shall, and shall ensure that each of its subcontractors shall, comply with all applicable laws, statutes, regulations and codes relating to the prevention of slavery and human trafficking (including the UK Modern Slavery Act 2015).
- b. The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- c. The Supplier shall notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in its supply chains.
- أ). يلتزم المورد في معرض أداء التزاماته بموجب العقد، وعليه ضمان التزام كل من مقاوليه من الباطن، بالامتثال لجميع القوانين والأنظمة واللوائح والقوانين المعمول بها فيما يتعلق بمنع الرق والاتجار بالبشر (بما في ذلك قانون العبودية الحديثة لعام 2015).
- (ب). يلتزم المورد بتطبيق إجراءات العناية الواجبة لمورديه ومقاوليه من الباطن وغيرهم من المشاركين في سلاسل التوريد خاصته، لضمان عدم وجود العبودية أو الاتجار بالبشر في سلاسل التوريد.
- (ج). يتعين على المورد إخطار المشتري بمجرد علمه بأي نشاط عبودية أو اتجار بالبشر فعلي أو مشتبه به في سلاسل التوريد.

12. INDEMNITY

injury);

The Supplier shall indemnify the Buyer against any direct, indirect or consequential losses, damages, proceedings, liabilities, claims, costs and expenses (including legal expenses on a full indemnity basis) which may be suffered or incurred by the Buyer as a result of or arising out of or in connection with:

- i. any Goods and/or Services failing to comply with any of the Supplier's Warranties;
- ii. any Goods and/or Services being defective or failing to comply with any applicable laws or regulations;
 iii. any late or incomplete delivery of the Goods or
- performance of the Services by the Supplier;
 iv. any other breach of the Contract by the Supplier or any negligent act of the Supplier, its employees, agents or contractors (whether or not causing or contributing to death and/or personal
- v. any claim made against the Buyer in respect of any liability, loss, damage, cost or expense sustained by the Buyer's employees or agents by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods and/or the Services; or
- vi. any actual or alleged infringement by the Supplier of the rights of a third party or the Buyer under any patent, registered design, copyright, design right, trade mark, service mark or tradename or other intellectual property rights.

12. التعويض المشتري عن أي خسائر وأضرار وإجراءات والتزامات يلتزم المورد بتعويض المشتري عن أي خسائر وأضرار وإجراءات والتزامات ومطالبات وتكاليف ومصروفات مباشرة أو غير مباشرة أو تبعية (بما في ذلك المصاريف القانونية على أساس التعويض الكامل) التي قد يعاني منها أو يتكبدها المشتري نتيجة أو بالنشوء عن أو فيما يتعلق:

- i أي سلع و / أو خدمات لم تمتثل لأي من ضمانات المورد؛ أو
- ii. أي سلع و / أو خدمات تكون معيبة أو غير متوافقة مع أية قوانين أو لوائح معمول بها.
 iii. أي تسليم متأخر أو غير كامل للسلع أو أداء الخدمات من قبل المورد؛
- iii. أي تسليم متأخر أو غير كامل للسلع أو أداء الخدمات من قبل المورد؛ أو
- iv. أي خرق آخر للعقد من قبل المورد أو أي تصرف بإهمال من المورد أو موظفيه أو وكلائه أو مقاوليه (سواء تسبب أو ساهم في وفاة و / أو إصابة شخصية أم لا)؛ أو
- ٧. أي مطالبة ضد المشتري فيما يتعلق بأي مسؤولية أو خسارة أو ضرر أو نكلفة أو مصاريف يتكبدها موظفو المشتري أو وكلاؤه من أي عميل أو طرف ثالث إلى الحد الذي تكون فيه هذه المسؤولية أو الخسارة أو الضرر أو التكلفة أو المصاريف نجمت عن السلع و / أو الخدمات أو تتعلق بها أو نشأت منها؛ أو
- vi أي انتهاك فعلي أو مزعوم من المورد لحقوق طرف ثالث أو المشتري بموجب أي براءة اختراع أو تصميم مسجل أو حق طبع ونشر أو حق تصميم أو علامة تجارية أو علامة خدمة أو اسم تجاري أو غير ذلك من حقوق الملكية الفكرية.
- 13. TERMINATION AND SUSPENSION

 All Futtaim Element Materials Technology Dubai L.L.C Purchasing Terms and Conditions



a. The Buyer may terminate the Contract forthwith or suspend the whole or any outstanding part of the Order by written notice to the	(أ). يجوز للمشتري إنهاء العقد فورا أو تعليق أداء طلبية الشراء بأكملها أو أي جزء متبقى منها بموجب إخطار خطى للمورد إذا:
Supplier if: i. the Supplier fails to deliver or despatch the Goods or	i. لم يُسلم المورد أو يُرسل السلع أو يشرع في تقديم الخدمات أو يُنجزها
commence or complete the Services on the date or within the period (as the case may be) required under clause 2a or breaches any other term of the Contract;	في التاريخ أو في غضون الفترة (حسب مقتضى الحال) المطلوبة بموجب البند 2أ أو خالف أي حكم آخر من أحكام العقد؛ أو
ii. the Supplier is unable to pay its debts as they fall due, ceases (or threatens to cease) to carry on its business, enters into any arrangement or composition with its creditors, commits any act of bankruptcy or an order is made or an effective resolution is passed for its winding up, or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed or suffers any foreign equivalent of the foregoing; or	ii. عجز المورد عن سداد ديونه عند استحقاقها، أو توقف (أو هدد بالتوقف) عن الاستمرار في أعماله، أو أبرم أية اتفاقات أو صلح مع داننيه، أو ارتكب أي فعل من أفعال الإفلاس أو صدر أمر أو مُرر قرار سار بجله، أو قدم طلب بوضعه تحت الحراسة إلى المحكمة، أو تم تعيين حارس قضائي أو مدير حوزة أو مدير تفليسة عليه أو عانى من أي مكافئ أجنبي لما سبق؛ أو
iii. the Buyer has reasonable grounds for suspecting that an event in clause 13a.ii has occurred or will occur, or that the Supplier will not deliver the Goods or provide the Services in accordance with the Contract.	iii. كان لدى المشتري أسباب معقولة للاشتباه بوقوع أو احتمالية وقوع حدث ما كما في البند 13 (أ) (ii)، أو أن المورد لن يُسلم السلع أو يقدم الخدمات وفقا للعقد.
b. The Buyer reserves the right in the circumstances stated in clause 13a to remove from the premises where they are being made any the Goods in course of preparation for the Contract and to have the same completed elsewhere or to remove from the premises where they are being processed or otherwise dealt with in connection with the Services any materials provided to or on behalf of the Supplier in connection with the Services. The Buyer shall be entitled to charge the Supplier the costs incurred by the Buyer in having the Goods and/or the Services completed by others but shall credit to the Supplier a fair proportion of the price for any Services provided, the Goods or materials so removed or work in progress taken over by the Buyer.	(ب). ويحتفظ المشتري بالحق في الظروف المنصوص عليها في البند 13 (أ) بأن يُزيل من المقار التي يجري فيها عمل السلع، أي سلع في معرض التحضير للعقد والعمل على إنجازها في مكان آخر أو بأن يُزيل من المقار التي يتم فيها معالجة المواد أو العامل معها بطريقة أخرى فيما يتصل بالخدمات، أي من المواد المقدمة للمورد أو نيابة عنه فيما يتعلق بالخدمات. ويحق للمشتري أن يحاسب المورد عن التكاليف التي تكبدها في معرض الحصول على السلع و / أو الخدمات التي أنجزها آخرون؛ ولكن يتعين عليه أن يُقيد رصيداً دانناً بالتكاليف لصالح المورد بنسبة عادلة من سعر الشراء نظير أي خدمات تم تقديمها أو السلع أو المواد التي تمت إز التها أو العمل قيد التنفيذ الذي استلمه المشتري.
c. The Parties acknowledge and agree that a Court order will not be required to give effect to any termination of this Agreement . 14. MISCELLANEOUS	(ج). يقر الطرفان ويوافقان على عدم الحاجة إلى أمر من المحكمة لتنفيذ أي إنهاء لهذا العقد. 14. أحكام متفرقة
a. Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer under this Contract or any other contract.	(أ). يكون كل حق أو سبيل انتصاف من حق المشتري بموجب العقد دون المساس بأي حق أو سبيل انتصاف آخر للمشتري بموجب هذا العقد أو أي عقد آخر.
b. Nothing in this Contract shall create or be deemed to create a partnership between the parties.	(ب). لا يوجد في هذا العقد أي حكم من شأنه إنشاء شراكة بين الطرفين حقيقة أو حكماً.
c. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Buyer.	(ج). لا يجوز للمورد التنازل عن كل أو أي من حقوقه أو التزاماته بموجب العقد أو نقلها أو ترتيب رهن عليها أو التعاقد على تنفيذها من الباطن أو التعامل عليها بأي طريقة أخرى بدون موافقة خطية مسبقة من المشتري.
d. Any provision of these Conditions which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions and the remainder of such provision shall not be affected.	(د). يعتبر أي حكم من أحكام هذه الشروط تثبت أي جهة مختصة عدم صلاحيته أو بطلانه أو قابليته للبطلان أو عدم قابليه التنفيذ أو عدم منطقيته (كليا أو جزئيا) إلى حد هذا الانعدام في الصلاحية أو البطلان أو القابلية للبطلان أو عدم القابلية للتنفيذ أو عدم المنطقية، قابلا للفصل، ولا تتأثر الأحكام الأخرى من هذه الشروط وما تبقى من هذا الحكم بذلك.
e. Notices must be in writing, in English, to the Buyer's or the Supplier's address and may be delivered by hand, facsimile or by electronic mail. If delivered by hand, the notice shall be deemed delivered on the first working day after day of delivery. If delivered by facsimile or electronic mail, the notice will be deemed delivered at the time of transmission.	(ه). يجب أن تكون الإخطارات خطية وباللغة الإنجليزية، على عنوان المشتري أو عنوان المورد ويجوز تسليمها باليد أو الفاكس أو عن طريق البريد الإلكتروني. وفي حالة تسليمها باليد، يحصل التسليم أول يوم عمل بعد يوم التسليم. وفي حالة التسليم عن طريق الفاكس أو البريد الإلكتروني، يحصل التسليم في وقت الإرسال.
f. No failure or delay by the Buyer to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. No remedy for the Buyer conferred by any of the provisions of the contract is intended to be exclusive of any other remedy, and every remedy will be cumulative and in addition to every other remedy.	(و). لا تعتبر عدم ممارسة المشتري أو تأخره في ممارسة أي حق أو صلاحية أو سبيل انتصاف بمثابة تخليا عنه؛ كما لا تحول أي ممارسة جزنية دون أي ممارسة أخرى لنفس الحق أو الصلاحية أو سبيل الانتصاف أو لأي حق أو صلاحية أو سبيل انتصاف أخر. لا يُقصد من أي سبيل انتصاف يُمنح للمشتري بموجب أي من أحكام العقد أن يكون بمعزل عن أي سبيل انتصاف آخر، ويكون كل سبيل انتصاف تراكمي وبالإضافة إلى كل سبيل انتصاف آخر.
The manifolds of these Conditions which commonly an	

(ز). تستمر أحكام هذه الشروط والتي يكون لها تأثير صريح أو ضمني بعد إنهاء العقد () The provisions of these Conditions which expressly or



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impliedly have effect after termination of the Contract shall	في السريان والنفاذ على الرغم من الإنهاء (بما في ذلك البنود 7 و 8 و 10 و
continue to be enforceable notwithstanding termination (including	.(ب).13
clauses 7, 8, 10, and 13b).	
h. The parties to the Contract do not intend that any of its terms	(ح). لا يقصد طرفي العقد إنفاذ أي من شروطه من جانب أي شخص ليس طرفا به.
will be enforceable by any person not a party to it. To avoid doubt,	لتجنب الشك، لا يكون لأي شخص ليس طرفا في العقد أي حقوق بموجب أو فيما
a person who is not a party to the Contract shall not have any rights	يتصل به.
under or in connection with it.	
i. The Contract shall be governed by and construed in accordance	(ط). يخضع هذا العقد ويفسر وفقا لقوانين إنجلترا وويلز.
with the laws of England and Wales.	
All disputes, controversy or claims arising out of or in connection	(ي). تُحال جميع النزاعات أو الخلافات أو المطالبات التي تنشأ عن أو فيما يتعلق بهذا
with this Contract, including any question regarding its existence,	العقد، بما في ذلك أي مسألة تتعلق بوجوده أو صلاحيته أو إنهائه، وتُحل نهائيا عن
validity or termination, shall be referred to and be finally resolved	طريق التحكيم وفقا لقواعد مركز دبي المالي العالمي ("مركز دبي المالي العالمي")
by arbitration in accordance with the rules of the Dubai	/ محكمة لندن للتحكيم الدولي ("القواعد")، التي تعتبر متضمنة في هذا العقد
International Finance Centre ("DIFC")/London Court of	بالإشارة إلى هذا الشرط. يكون عدد المحكمين محكما واحدا (1) وفقا للقواعد و (أ)
International Arbitration (the "Rules"), which rules are deemed to	يكون مقر التحكيم في مركز دبي المالي العالمي؛ (ب) وتجرى إجراءات التحكيم
be incorporated by reference into this condition. The number of	باللغة الإنجليزية؛ و (ج) ويفصل التحكيم في تكاليف التحكيم وجميع المسائل ذات
arbitrators shall be one (1) appointed in compliance with the Rules	الصلة. وفي حال استغراق نزاع ما و / أو إجراءات تحكيم وقتا أطول من ستة (6)
and (i) the seat of the arbitration shall be the DIFC; (ii) the language	أشهر، فلن تُشكل هذه الحالة أساسا للطعن الإجرائي على أي حكم تحكيمي يتم
of the arbitration shall be English; and (iii) the arbitration shall deal	تسليمه في وقت لاحق.
with the question of the costs of the arbitration and all related	
matters. In the event that a dispute and/or arbitral proceedings take	
longer than six (6) months, such circumstance shall not form the	
basis of a procedural challenge to any arbitral award that is	
subsequently delivered.	