

Purchase Order Terms and Conditions for Supply of Goods and Services (Conditions)

UNLESS A SEPARATE AGREEMENT IS SIGNED BETWEEN THE CLIENT AND THE SUPPLIER, THE PURCHASE ORDER IS SUBJECT TO THE CONDITIONS AND THE PURCHASE ORDER WILL CONSTITUTE A BINDING CONTRACT BETWEEN THE CLIENT AND THE SUPPLIER.

1. Definitions

Client: Client means the party issuing the Purchase Order including its successors and permitted assigns.
Business Day: a day (other than a Friday or public holiday) when banks in Dubai, United Arab Emirates are open for business.
Deliverables: All documents, products, materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media including without limitation illustrations, maps, plans, diagrams, designs, computer programs, data, specifications and reports (including drafts).
Goods: means any goods, equipment and/or materials as mentioned in the Purchase Order.
Services: the services as mentioned in the Purchase Order including without limitation any Deliverables including all labour, plant and materials required to carry out the specified works and/or services, to be provided by Supplier.
Supplier: person or firm from whom the Client purchases Goods and/or Services.
Purchase Order: means the Purchase Order for the supply of Goods and/or Services attached to and includes these terms and conditions (Conditions) given by the Client and no variation or addition to these Conditions is effective without the Client's prior written agreement. These Conditions prevail over and take the place of any other terms, conditions or provisions emanating from or referred to by the Supplier.
VAT: means the Value Added Tax as imposed by the VAT law no 8 of 2017 (VAT Law) as amended or supplement from time to time and replacement thereto.
Valid Tax Invoice: means a VAT invoice that means all of the requirements of the VAT Law (VAT Law).

2. Term and Acceptance

2.1 The Purchase Order constitutes an offer by the Client to Purchase the Goods and/or Services from the Supplier in accordance with these Conditions. The Supplier must supply and deliver the Goods and/or Services for the Fee stated and by date or within the period stated in the overleaf. If the Client instructs a different time this will not be the basis for a claim by the Supplier for extra costs.
2.2 This Purchase Order shall be deemed to be accepted on the earlier of:
a) The Supplier issuing written acceptance of the Purchase Order by an email; or
b) Any act by the Supplier consistent with fulfilling the Purchase Order.
2.3 Unless terminated earlier in accordance with clause 8 the Conditions shall have definite term in the overleaf expiring on the date specified in the Purchase Order.
2.4 All the Conditions shall apply to the supply of both Goods and/or Services except where the application to the one or the other is specified.

3. Supply and provision of Services

3.1 The Supplier shall provide the Services and perform the obligations in a professional and workmanlike manner and with all reasonable skill, care and diligence applicable to the professional standards for such Services. The Supplier shall from the date set out in the Purchase Order commence the Services.
3.2 The Supplier shall:
a) ensure that the Services and Deliverables fully conform with the Service specifications and that Deliverables be fit for any purpose expressly or implied made known by the Client to the Supplier;
b) not to or omit to do anything which may cause the Client to lose its license, authority, consent or permission which it relies for conducting its business;
c) obtain and maintain at all times all necessary licenses and consents, and comply with all applicable laws and regulations;
d) use the best quality goods, material, standards and techniques;
e) co-operate with the Client in all matters relating the Services and comply with all instructions and policies of the Client;
f) use sufficient number of personnel who are suitably skilled and experienced to perform the tasks assigned to them;
g) provide all equipment, tools, vehicles and such other items as are required to provide the Services;
h) ensure that the Deliverables and all goods and materials supplied and used in the Services or transferred to the Client will be free from defects in workmanship, installation and design;
i) hold all materials, equipment, tools, drawings, specifications and data supplied by the Client to the Supplier in safe custody, at its own risk and maintain such materials in good condition and return the same to the Client;
j) not dispose of any materials, equipment, tools, drawings, specifications and data other than in accordance with written instructions or authorization.
3.3 The Supplier and its employees or subcontractors (as applicable) shall comply with all policies, instructions, procedures, security requirements of Client and the premises or facility where the Services are being provided. Any failure to comply with such requirements that leads to de lays or denial of access to the employees completing the Services properly and on time shall be the Supplier's total responsibility. The Supplier must ensure and also procure that its employees or subcontractors (as applicable) are aware of and have received, read and complied with all the requirements as stated in this Clause 3.3.
3.4 In the event the Client has subcontracted the Services to the Supplier for its own customer then all the provisions of the main contract signed between the Client and its customer shall apply on back to back basis to the Supplier.

4. Supply and Delivery of Goods:

4.1 The Goods/Deliverables must be accompanied by a delivery note listing the Goods/Deliverables in sufficient detail to enable the Client to check them at the time of delivery. No responsibility will be accepted by the Client for any Goods/Deliverables unless delivery notes have been signed by the Client. Even though the Client may sign for the Goods/Deliverables, this does not necessarily mean that the Client has accepted the quality or quantity of the Goods/Deliverables. Until the Goods are delivered as per the requirement, all risks including loss and damage and the responsibility to insure, shall remain with the Supplier. The Supplier shall provide the Client with satisfactory evidence that the Goods/Deliverables are adequately insured prior to delivery. Title in the Goods/Deliverables passes to the Client upon the delivery, or upon payment for the Goods whichever is earlier.
4.2 The Supplier must deliver the Goods to the place of delivery agreed by the Client. Delivery to any carrier (which shall act as agent of the Supplier) shall not constitute delivery to the Client. The Client may reject, and (a) return to the Supplier at the Suppliers risk and expense or (b) require the Supplier forthwith to collect, any Goods delivered in excess of the mentioned quantity. The expenses of delivery or return of Goods shall be borne by the Supplier.
4.3 If a delivery time is specified over leaf, such time shall be of the essence. The Supplier must at once in writing, report to the Client by email if the delivery is delayed or if any. The Supplier must notify the Client forthwith of the dispatch of the Goods to the delivery point, of the mode of carriage and of the expected time of delivery. The Client may at any time, whether before or after dispatch, inspect and/or test the Goods, but no such inspection shall relieve the Supplier of any obligations. The Client reserves the right to not accept delivery, not pay for the Goods if they do not comply with the requirements of the Purchase Order.
4.4 The Client is not bound to accept delivery in instalments, if the Client does so, delivery shall be deemed not to have occurred until all the instalments have been delivered.
4.5 The Supplier must pack the Goods securely in suitable packaging and ensure that a) on the outside there is a description in English of the Goods, their quantity any special handling and storage directions and (where applicable) the expiry date of the contents and b) the goods and associated documentation are marked in accordance with the Clients reasonable instructions. If the Goods or their transport handling, storage or use are hazardous or toxic, the Supplier must ensure that they are marked with appropriate international dangers symbols and information reasonably available to the Supplier regarding any potential hazard are promptly made to the Client in writing. The Supplier shall ensure that the Goods where applicable be free from defects in design, materials and workmanship and remain so for 12 (twelve) months at minimum or as applicable from the manufacturer (whichever is higher) after delivery and comply with all international applicable statutory and regulatory requirements relating to manufacture, labelling, packaging, storage, handling and delivery of Goods.
4.6 If the Client identifies any deficiencies in the Goods/Deliverables, the Client shall notify the Supplier promptly replace the deficient Goods/Deliverables or, at the Client's absolute discretion, rectify the deficiency.
4.7 In case of failure by the Supplier to deliver or complete within the stipulated time or to comply with the terms of the Purchase Order or in case of continued delivery of defective goods or material, the Client reserves the right to cancel the whole or part of any Purchase Order.
4.8 The Supplier warrants that prior to delivery, the Goods/Deliverables are lawfully the Suppliers', and the Goods/Deliverables are not mortgaged in any way. The Supplier further agrees that the Supplier has not breached any intellectual property right in regard to the Goods/Deliverables.

5. Payment and fees

5.1 The Fee for the Goods shall be price set out in the Purchase Order and shall be inclusive of the costs of packaging, insurance, royalty fees and carriage of the Goods, unless otherwise agreed in writing by the Client. No extra charges shall be effective unless agreed in writing and signed by the Client.
5.2 The Fees for the Services shall be set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in this respect. The Fees shall be inclusive of every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
5.3 In consideration of the Supply of Goods and Services, the Supplier shall invoice the Client with all supporting information as may be required to verify the accuracy of the invoice and the Client shall pay the invoice within 90 days after receipt of Supplier's invoice unless indicated otherwise in the overleaf.
5.4 Additionally, where Goods or Services are delivered by the Supplier to the site or premises of the Client's customers, the Client reserves the right to hold all payments till its customer has confirmed satisfactory delivery or completion of the said Goods and Services.
5.5 The Supplier shall maintain complete and accurate records in relation to the Goods and Services provided and shall allow the Client to audit the records of the Supplier for a period of 24 months after termination/expiration of the Purchase order. The Parties agree that any amount referred to in this Purchase Order is exclusive of VAT unless indicated otherwise in the overleaf. VAT shall only apply to the relevant Goods and/or Services supplied after the implementation of VAT calculated in accordance with the VAT Law. The Client shall pay to the Supplier the applicable VAT upon receipt of a Valid Tax Invoice from the Supplier.
5.6 Any adjustment to the paid VAT will be paid based on the adjustment note issued by the Supplier in accordance with the VAT Law and any difference shall be paid by, refunded to or credited to the Client.

6. Indemnity and Insurance

6.1 The Supplier must at all times take all reasonable precautions to prevent injury (including illness) to any person or damage to any property. The Supplier is liable for and must indemnify the Client from and against any and all actions, claims, proceedings, demands, costs, expenses, losses, liabilities, damages, charges or expenses (including, without limitation, consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional fees, costs and expenses) which the Client or its customers or any third party may suffer or incur which arises from or is in connection with i) any injury or death to persons or damage to property arising out of or in connection with the supply or delivery of the Goods and/or Services; (ii) any breach of any warranty, representation or obligation in or arising out of this Purchase order; and (iii) any claim for infringement of the intellectual property rights of a third party in relation to the manufacture or use of the Goods 'Services' Deliverables.
6.2 The Supplier shall maintain at its own cost during the term of the Purchase Order the insurance requirements set out in the Purchase Order or as otherwise notified in writing by the Client to the Supplier, with reputable insurers. This shall include but not be limited to professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise out of or in connection with the Purchase Order. The provision of insurance does not limit the liability of the Supplier in any way.
6.3 This clause survives termination of this Purchase Order.

7. Remedies

7.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Client shall without limiting its other rights or remedies, have one or more of the following rights:
a) To terminate the Purchase order with immediate effect by giving written notice to the Supplier and where the Client has paid in advance for the Services that have not been provided by the Supplier and/or the Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier;
b) To refuse to accept any subsequent performance of the Services and/or delivery of the Goods which Supplier attempts to make;
c) To recover from the Supplier any costs incurred by the Client in obtaining substitute Goods and/or Services from a third party;
d) To claim damages for any additional costs, loss or expenses incurred by the Client which are in any way attributable to the Suppliers failure to meet such dates.
7.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in the Conditions then without limiting its other rights and remedies, the Client shall have one or more of the following rights, whether or not it has accepted the Goods
a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
b) to terminate the Purchase order with immediate effect by giving written notice to the Supplier;
c) to require the Supplier to repair or replace the rejected Goods or to provide a full refund of the price of the rejected Goods (if paid);
d) or to refuse to accept any subsequent delivery of the Goods which Supplier attempts to make;
e) to recover from the Supplier any expenditure incurred by the Client in obtaining substitute goods from a third party and
f) to claim damages for any additional costs, loss or expense incurred by the Client arising from the Suppliers failure to supply the Goods in accordance with the Conditions.
7.3 These Conditions shall extend to any substituted or remedial services and/or repaired, or replacement goods supplied by the Supplier.
7.4 Client rights under the Conditions are in addition to its rights and remedies implied by law.
7.5 The Client reserves the right to levy liquidated damages at two percent (2%) of the total order value per week or part thereof for non-delivery of the Goods or non-supply of the Services (both to Client's sole satisfaction) within the stipulated period. The Client may set off liquidated damages due to the Client against any amounts due to the Supplier.
7.6 In the event any advance payment has been made for Goods or Services not performed or expenses not incurred by the Supplier at the date of termination, the Supplier shall provide a pro rata refund to the Client.

8. Termination

8.1 In addition to what has been stated elsewhere in the Conditions if the Supplier:
a) fails to perform the Purchase Order;
b) gives or offers (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward in relation to this Purchase order;
c) becomes bankrupt or insolvent;
d) has an administrator or other controller appointed;
the Client can terminate this Purchase Order immediately by written notice to the Supplier without any liability.
8.2 If the Client cancels this Purchase Order as per Clause 8.1 then the Client does not have to pay for the Goods and/or Services until the Client has received the Supplier's written notice of termination, bankruptcy or insolvency.
8.3 The Client can also cancel this Purchase Order for any reason at any time but if the Client exercises this right, then the Client will pay for the reasonable cost of the Goods the Supplier has supplied or made or partly made for the Client at the date the Client cancels; and/or will reasonably compensate the Supplier for Services provided up until the date of cancellation (in an amount to be determined at Client's discretion acting in good faith).

9. Force Majeure

The Supplier shall be liable as a result of any delay or failure to perform its obligations under the Purchase Order if and to the extent that such delay or failure is caused by an event or circumstances which is beyond the reasonable control of that Party which by its nature could not have been foreseen by such a Party or if it could have been foreseen, was unavoidable. If such an event or circumstance prevents the Supplier from supplying the Goods and/or Services for more than five (5) days, the Client shall have the right, without limiting its other rights or remedies, to terminate the Purchase Order with immediate effect by giving written notice to the Supplier.

10. General

10.1 The Supplier warrants that it has obtained all necessary licenses and consents relating to the provision of the Deliverables and/or Goods and/or Services and will engage at the Supplier's own risk, cost and expense, the amount of resources as may be necessary to ensure compliance with this Purchase order. The Supplier undertakes to ensure that the Services and/or Deliverable and/or Goods comply with all applicable rules, regulations and codes of practice relating to the provision of the Services. During the warranty period (if any) the Supplier shall at no cost to the Client remedy all defects and deficiencies in the Services and/or Goods and/or Deliverables as notified by the Client to the Supplier within a reasonable time as determined by the Supplier.
10.2 The Supplier is responsible for paying any tax, levy, excise, duty or fee that may be payable in relation to the Good and/or Services.
10.3 The Supplier must comply with all applicable occupational health, safety and environmental laws, guidelines, rules, procedures and codes of practice.
10.4 Any reasonable expenses and third-party costs in connection with the provision of the Goods and/or Services shall be subject to the Client's prior written approval before such expenses or costs are incurred and suitable documentary evidence in support thereof is submitted to the Client prior to reimbursement.
10.5 The Supplier must not assign any of its rights under this Agreement or subcontract the supply of the Goods and/or Services or any part thereof without the Client's prior written approval. In the event that part or all of the supply of the Goods and/or Services is subcontracted, the Supplier will remain fully responsible to the Client in respect of the supply of the Goods and/or Services by such subcontractor.
10.6 The Client can vary the Purchase Order by giving notice to the Supplier at any time but accept that this may change the cost and timing of delivery of the Goods and/or Services. The Supplier must inform of the cost and time impact if there is any, where such cost and time impact will be subject to Client's written consent. Any changes the Client makes will be subject to the same terms and conditions as this Purchase Order.
10.7 The Supplier will be responsible for the safety of all its labour, equipment, quality spares, parts and consumable materials.
10.8 The Supplier represent and affirms that they will comply with all applicable laws and policies and procedures of the Client and its customers.
10.9 Non – exclusivity: The Purchase order does not create an exclusive relationship between the Client and the Supplier in respect of Goods and/or Services.
10.10 The Supplier agrees that they shall not disclose any information received from the Client in connection with this Purchase Order to any third party and it shall not use any other Party's confidential information for any purpose other than to perform its obligations under this Purchase Order. The Parties shall coordinate with one another on all public statements, whether written or oral and no matter how disseminated. No public relations announcement or press release shall be issued without the Client's prior written consent. For the avoidance of doubt, the submission of a request does not constitute the Client's approval of that request and any approval is at the Client's absolute discretion.
10.11 This Purchase Order contains the whole of the agreement between the Supplier and the Client and cannot be changed unless the Client agrees in writing. The Conditions of this Purchase Order override any terms and conditions the Supplier may try to impose on the Client. In the event of any discrepancy between the Purchase Order and this Conditions, the Conditions prevail.
10.12 All the electromechanical equipment or installations (as applicable) shall be in proper working condition throughout the term of the Purchase Order.
10.13 A Notice under or in connection with this Purchase Order (a "Notice") shall be in writing; shall be in the English language; and shall be sent by courier and email to the Party to the address specified in the Purchase Order. A Notice shall be deemed to have been received by the Party (i) if sent by courier, when the courier company confirms delivery thereof as supported by written evidence; (ii) or if sent by email on the same day if successfully transmitted on a working day before 4pm local time and on the following working day if sent after 4 pm local time and confirmed by a delivery report.
10.14 This Purchase Order is governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates as applicable to the Emirate of Dubai and the Parties hereby submit to the exclusive jurisdiction of the Dubai Courts.

END OF TERMS AND CONDITIONS

I/ We hereby accept the Term and Conditions stated above

For and on behalf of

Vendor Name:

Authorized Signatory Name:

Date:

Sign & Stamp: