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| **1. CONTRACT**  1.1 All purchase orders placed by National Ambulance (NA) are subject to the following terms and conditions. Where NA and Supplier have a separate signed contract, the terms and conditions of supply within the separate contract take precedence.  1.2 The terms and conditions of this contract prevail over the terms contained in the Supplier’s standard conditions of sale, invoices, packing slips, delivery dockets or any other communication.  **2. PURCHASE ORDER**  2.1 NA will confirm all orders for any good or services (supplies) by issuing purchase orders. NA will not be liable for any Supplies supplied unless ordered through NA’s official purchase order.  **3. PRICE**  3.1 The Price(s) specified in this purchase order apply without variation.  3.2 No charge shall be made for any other item such as freight, insurance, late payment, wrapping, packaging, cartons, boxing or preparing the supplies for shipment, unless such charge is expressly agreed in writing by NA in its purchase order.  3.3 For the avoidance of doubt, the Supplier acknowledges that:  i) all Supplies are deemed to be sold free into store (FIS)  ii) the Supplier’s costs and expenses incurred in complying with the Supplier’s obligations under this contract are included in the Price.  iii) NA will not be required to pay any sums in respect of any Supplies other than the Price specified in this purchase order.  **4. PAYMENT**  4.1 Subject to the Supplies complying with this contract, NA will pay for the Supplies in UAE Dirham on the 20th of the month following the month of receipt of invoice, or as specified on the Supplier information header of this purchase order.  4.2 All payments are subject to NA receiving an official invoice complying with clause 5.1 of this contract and paid through a bank transfer or cheque according to the Supplier’s payment details.  4.3 Failure by NA to dispute any invoice prior to payment will not prejudice NA’s rights to subsequently dispute the correctness of such invoice.  4.4 NA may withhold or deduct or set off the amount of any overpayment or any amount recoverable by NA from the Supplier under this contract from any future payment.  **5. INVOICES**  5.1 Each official invoice must meet all legal requirements and must state the following information:  i) NA’s purchase order number  ii) Supplier’s legal name and registered number and office  iii) Supplier’s invoice number  iv) Description of supplies including Supplier’s unique part number or NA’s and quantity delivered by item  v) Date of delivery  vi) Dirham amount to be paid  vii) Date the invoice is due to be paid  5.2 Invoices must be sent to NA within ten (10) days of delivery of Supplies. If no invoice is received within 6 months of the purchase order issue date or delivery of goods or services completed, whichever comes first; then the purchase order will be deemed cancelled.  5.3 All invoices must be sent to:  **National Ambulance LLC, (Accounts Payable), PO Box 63788, Abu Dhabi, UAE**  **6. DELIVERY & ACCEPTANCE**  6.1 Delivery must be to the address specified in the purchase order.  6.2 Delivery must be no later than the date specified in the purchase oirder and within NA normal hours of business subject to paragraph 6.3.  6.3 All deliveries to NA Warehouse are to be made on Sundays, Wednesdays or Thursdays between the hours of 10.00am to 3:00pm. These days/timings are to be adhered to strictly. Any delivery that does not conform to these timings risk being turned away, except where there is a prior agreement with NA to deliver outside of these days/timings.  6.4 All deliveries must be accompanied by the following delivery documents:  ii) Copy of the signed and stamped purchase order;  ii) Original, dated and numbered delivery note stating the purchase order number, Supplier’s legal name with contact details and also show the description and quantity of products delivered;  iii) Original invoice showing the description, quantity, delivery note number, part unit cost and total unit cost (per line) and total cost of the delivery made; | iv) Where applicable and subject to paragraph 6.5, partial delivery note showing the parts and quantities delivered, balance of the parts and quantities to be delivered, expected date of delivery for the balance parts and quantities. The format of the partial delivery note is at the Supplier’s discretion but is mandatory to be included in all partial deliveries and must state the specified information  6.5 The purchase order number must be quoted on all packing slips and related documents.  6.6 Quantities of supplies delivered must conform to the quantities ordered by NA. NA will only accept part deliveries and interim invoices if agreed in writing by NA prior to delivery by the Supplier. NA is not bound to pay for excess quantities.  6.7 Any deliveries short of the original order will be accepted within 14 days. Thereafter the order may be cancelled and a new one issued to an alternate Supplier.  6.8 NA can return any Supplies incorrectly delivered. The Supplier is responsible for the cost of, and arrangements for, the return freight.  6.9 Risk in any supplies and unencumbered title in any supplies will pass to NA upon signing of the delivery note accompanying the supplies. However, the signing of a delivery note acknowledgement of delivery of any supplies by NA will not be taken as acceptance of either quantity or quality of the supplies and acceptance by NA of the supplies will be subject to subsequently inspection and use of the supplies.  6.10 NA reserves the right to inspect supplies during and/or after manufacture but before delivery. Any such inspection shall not constitute any acceptance or prejudice any of NA’s rights.  6.11 Alternative products are not accepted without prior approval and will be returned at the expense of the Supplier.  6.12 The Supplier shall be responsible for and shall bear the cost of unloading all Goods and of placing them as requested by NA at the delivery location.  6.13 With notice, NA shall be entitled at any time to defer the date of delivery of the Goods with or the date for performance of the Services. Any such deferment shall not give rise to any legal right of action of any kind whatsoever on the part of the Supplier.  **7. PACKAGING**  7.1 The Supplier will ensure packaging and transit packaging are sufficient to retain the original integrity of Supplies.  7.2 Delivered supplies must be in full boxes and in the original packaging of the manufacturer.  7.3 Where the unit of measure is in “each” and where delivery is made to the warehouse, supplies must be pre-packaged in units of 5, 10, 15, etc. where applicable before delivery is made  **8. ACCESS TO ANY NA SITE**  8.1 If access to any NA site is necessary for the supply of Supplies to NA in accordance with this contract, NA will allow the Supplier access at reasonable times, as necessary.  8.2 The Supplier will comply with NA’s security, operational and site requirements where the Supplier has access to any NA Site.  8.3 When required by NA, the Supplier must complete a NA Site specific induction programme before supplying Supplies to NA in accordance with this contract.  **9. WARRANTY**  9.1 The Supplier warrants to NA that all Supplies are:  i) of commercial standard and conform with all specifications  ii) fit for their intended purpose, of merchantable quality and comply with all laws and standard relevant to the Supplies both in UAE and overseas.  iii) free from any defect (including any latent defect).  iv) new and unused (unless otherwise agreed with NA) and have a remaining shelf life in excess of 90% upon delivery (where applicable).  v) free from all encumbrances.  vi) if applicable, registered in the UAE with the Ministry of Health or Health Authority Abu Dhabi..  **10. INDEMNITY**  10.1The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, employer’s liability insurance and public liability insurance and shall, on NA’s request, produce current insurance certificates.  10.2 The Supplier shall fully protect and indemnify NA against any claim, damage, loss, expense or liability incurred directly or indirectly by NA in connection with or as a consequence of the Supplier’s failure to comply with its obligations under this contract or any act or omission by the Supplier’s employees, agents or representatives. |
| **11. FAILURE TO COMPLY**  11.1 If any Supplies fail to comply with the requirements of this contract the Supplies may be rejected without payment. Rejected Supplies must be collected by the Supplier by the date advised by NA and at the Supplier’s risk and expense. On such rejection or if the Supplier defaults in delivering any Supplies or if any Supplies are required to be recalled by the government or any other authority, the Supplier will use its best endeavors to provide replacement Supplies to NA as soon as possible, provided that NAreserves its right to purchase alternative Supplies elsewhere.  11.2 Any reasonable additional costs incurred by NA in purchasing such alternative supplies will met by the Supplier on demand by NA and will be recoverable from the Supplier as a debt due to NA. In the event any Supplies are rejected or recalled pursuant to this clause 10, the Supplier shall immediately refund all money paid by NA for the Supplies and such money will be recoverable from the Supplier as a debt due to the Customer, unless the Supplier has provided replacement Supplies to NA’s satisfaction.  **12. TERMINATION**  12.1 In the event of any suspension of payment, or a shareholders’ resolution for the appointment of a receiver, or a voluntary filing in insolvency, bankruptcy or for winding up, or the institution of proceedings by or against either party for a declaration of bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of either party, or in the event of the breach of any material terms hereof, including the warranties of the Supplier, the other party shall be entitled to cancel this contract forthwith.  **13. FORCE MAJEURE**  13.1 Neither party will be liable to the other for any delays nor non-performance of contractual obligations under this contract caused by a Force Majeure, provided each party has taken reasonable steps to minimize any loss, damage or delay resulting from a Force Majeure event. A Force Majeure event includes fire, outbreaks of war, acts of hostility and acts of God. The expression does not include financial management difficulties or problems caused by contractual relations between the Supplier and its employees, agents, sub-contractors or Suppliers or any risk or even the effects of which the party affected could have prevented or overcome by taking reasonable care.  **14. INTELLECTUAL PROPERTY**  14.1 Where the Supplier makes Supplies (including intellectual property) solely for NA or based substantially or wholly on the NA’s specifications, drawings, designs or property then such Supplies shall be the property of NA and may not be offered for sale or license by the Supplier without the prior written consent of NA.  14.2 The Supplier must ensure that the Supplies do not breach the intellectual property rights of any third party.  **15. CONFIDENTIALITY**  15.1 All technical specifications, drawings, designs, concepts or other property or information provided by NA to the Supplier remain the property of NA and are to be treated as confidential. They must be returned immediately on demand and may not be copied without NA’s written consent. This requirement of confidentiality shall survive the term of this contract.  15.2 An NDA ( Non disclosure agreement ) should be signed by supplier and all its subcontractor/service provider for any new order or project. Supplier commit that this NDA protect NA right as per previous clause and insure its legal liability  **16. MISCELLANEOUS**  16.1 No waiver of any breach of this contract shall be deemed to be a waiver of any other or subsequent breach.  16.2 This contract shall not be assigned by the Supplier without the prior written consent of NA.  16.3 The Supplier shall not in any way advertise or make statements to the media in relation to this contract without the prior written consent of NA.  16.4 For any amendments or variations of this contact to be binding they must be in writing and executed by both parties. |  |