



DUBAI AIRPORTS CORPORATION

PURCHASE ORDER TERMS AND CONDITIONS

## PURCHASE ORDER TERMS AND CONDITIONS

- 1) Dubai Airports Corporation (“DA”) Purchase Order Terms and Conditions are made up of the following:
  - a) Standard Delivery Instructions for Local Shipments from Non-Designated Zones;
  - b) Standard Delivery Instructions for Overseas and Designated Zone Shipments / Supply of Goods / Services; and
  - c) General Terms and Conditions.
- 2) If this Purchase Order is issued under a contract signed by DA and the Supplier (the “**Contract**”), the relevant terms of such Contract shall have priority over these Purchase Order Terms and Conditions unless otherwise expressly stated in these Purchase Order Terms and Conditions.

### A. STANDARD DELIVERY INSTRUCTIONS FOR LOCAL SHIPMENTS FROM NON-DESIGNATED ZONES

1. Suppliers must send an ADVANCE SHIPPING NOTIFICATION(ASN) email with the below details:
  - a. Copy of this Purchase Order / GRP PO Notification email.
  - b. Soft copy of Supplier packing list/Delivery note, this is required to prepare a police gate pass to move material airside.
  - c. Item serial numbers to be mentioned in the delivery note for serialized items.
  - d. ASN must be sent before 1200 hrs. (current day) for a delivery planned on the next working day.
  - e. Prior confirmation from DA Stores team is required before proceeding with the delivery.
2. GENERAL INSTRUCTIONS
  - a. DA security gates are shared by all entities operating within the airport, to avoid delays/returns, For Scheduled delivery via the ASN, the Suppliers must ensure their delivery vehicle reaches the gate between 0800 to 1300 hrs., Monday to Friday.
  - b. For deliveries over the weekend or out of office time/ emergencies, the warehouse team will advise over email the delivery point along with the date and time to complete the delivery.
  - c. Prior to reaching the delivery gate DA receiving staff can be contacted on the Duty mobile number
  - d. Loose Items in large quantities (or) Items/shipments weighing more than 20 Kgs should be delivered on pallets and stretch wrapped.
  - e. Pallet dimension not to exceed (L) 1200 (W) 1000 (H) 1200 mm, Double stacking of pallets not permitted
  - f. All Hazardous materials must be accompanied with an MSDS (Material safety data sheet)
3. FOR DELIVERIES TO DUBAI INTERNATIONAL AIRPORT (DXB):
  - a. Send ASN email to DXB.CS.ASN@ dubaiairports.ae

- b. Delivery address: Airport Gate Number-3 (Super Gate), Opposite Traffic Prosecution, Near Dubai Airports Terminal-2
- c. Duty mobile no.050-2282639

4. FOR DELIVERIES TO AL MAKTOUM INTERNATIONAL AIRPORT (DWC):

- a. Send ASN email to [DWC.CS.ASN@dubaiairports.ae](mailto:DWC.CS.ASN@dubaiairports.ae)
- b. Delivery address: Airport Gate Number-3 (Super Gate) near staff gate
- c. Duty mobile no. 056-3895020

**B. STANDARD DELIVERY INSTRUCTIONS FOR OVERSEAS AND DESIGNATED ZONE SHIPMENTS / SUPPLY OF GOODS / SERVICES**

- I. All overseas and 'Designated Zone' (DZ) Suppliers and their appointed clearing agents must obtain prior written approval from DA to use DA Importer code for customs clearance by contacting [Imports@dubaiairports.ae](mailto:Imports@dubaiairports.ae)
- II. For overseas Suppliers without UAE office/valid UAE importer code and local Suppliers with shipments originating from Designated Zone, the following documents must be submitted to DA Finance Department on [ap.invoices@dubaiairports.ae](mailto:ap.invoices@dubaiairports.ae):
  - 1. Attested Commercial Invoice/Tax Invoice value matching with customs declaration
  - 2. Clear copy of the customs declaration
  - 3. Copy of DA approval for using DA Importer code
  - 4. Airway bill (or) bill of lading; and other shipping documents as appropriate

All Suppliers must submit the above documents to DA Finance Department within the same month of customs declaration date. In case of mismatch between Invoice and Customs declaration value, payments will be processed based on the Customs declaration value. Any/all cases of misuse of DA Importer code by Suppliers /Supplier appointed clearing agents will be reported to Dubai Customs and Federal Tax Authority for necessary action.

- III. Overseas Suppliers, with UAE office/valid UAE importer code, will be considered as a local Supplier from VAT perspective, and accordingly should not use DA importer code, and shall issue a TAX invoice as per UAE VAT Law

**C. GENERAL TERMS AND CONDITIONS**

**1. PURCHASE ORDER:**

This purchase order ("**Purchase Order**"), which carries DA's logo, is electronically generated without signature and constitutes a valid offer by DA to the Supplier and acceptance of it by the Supplier shall be in accordance with Clause 3 of Section C. Notwithstanding the foregoing, DA shall have no legal or other obligations towards the Supplier if a performance bond is not provided in accordance with the requirements of Law No. 12 of 2020 (Contracts and Warehouse Management in the Government of Dubai) unless otherwise agreed by DA in writing.

## 2. GOODS AND SERVICES:

- (i) The Supplier shall ensure that the goods and services delivered correspond strictly with the technical or other specification and with all representations, description, drawings, brochures, scope or statement of work and samples. Goods must be packed securely as required and accompanied by a printed packing list or copy of invoice.
- (ii) The Supplier shall keep itself, and will ensure that its personnel, representatives and subcontractors will keep themselves, acquainted with and comply with all relevant laws, rules, policies, orders, resolutions, instructions and procedures at any location where the Supplier is and/or will be performing and delivering the goods / services.
- (iii) The Supplier shall ensure that at all times during its engagement with DA, a valid trade / commercial license is maintained by the Supplier and the same is uploaded and maintained in the iSupplier system at all times. The Supplier acknowledges and agrees that notwithstanding any other provision in this Purchase Order and/or the Contract if there is no valid trade / commercial license available in the iSupplier system, DA reserves the right to withhold any payment due to the Supplier until the Supplier complies with this requirement. DA also reserves the right not to issue any further purchase orders to the Supplier in case of continued non-compliance by the Supplier of the foregoing.

## 3. PURCHASE ORDER ACKNOWLEDGEMENT:

This Purchase Order shall be accepted by Supplier:

- (i) in electronic form:
  - (a) by way of system generated acceptance in the iSupplier system on or before the Purchase Order Acknowledgement Due Date indicated in the iSupplier system; or
  - (b) by email sent to DA contact email address specified under Buyer's details within forty-eight (48) hours from the receipt of the Purchase Order through the iSupplier system or email; or
- (ii) by any act, conduct or performance (whether in full or part) by the Supplier that indicates acceptance of this Purchase Order if the electronic acceptance by the Supplier is not received by DA pursuant to Clauses 3 (i) (a) or (b) of Section C above.

## 4. DELIVERY:

- (i) Delivery of the goods/services must be made strictly in accordance with the Purchase Order.
- (ii) If any change is required to the delivery date agreed in this Purchase Order ("**PO Promise Date**") the Supplier shall update the delivery date indicated in the iSupplier system ("**Promised Date**") at least five (5) days prior to the PO Promise Date for DA's approval provided that the new Promised Date requested is

not after 31 December of that calendar year, unless otherwise agreed by DA in writing. For the goods/services with a PO Promise Date less than three (3) days from the Date of the Purchase Order then the Supplier shall update the Promised Date at least one (1) day prior to the PO Promise Date for DA's approval. If DA approves the change to the Promised Date, then an amended version of the Purchase Order shall be issued replacing the previous Purchase Order. If the change to the Promised Date is rejected by DA the Supplier shall deliver the goods / services in accordance with the PO Promise Date.

- (iii) DA shall be entitled to impose a penalty of 0.05% of the value of the delayed goods/services for every day of delay of the delivery of the goods or services or part of them subject to a maximum of 20% of the value of the delayed goods/services. In the event that the Supplier delays part of the goods/services and the delay of such part precludes use of the rest of the goods/services, then delay penalty will be charged based on the total amount payable under the Purchase Order. DA reserves the right to withhold the payment until the penalty is settled by the Supplier. If the Supplier continues to delay with the effect that the penalty reaches the maximum penalty expressed above, then DA has the right to take one of the following actions without the need to a warning or judicial judgment:
- a) to procure the goods/services on the Supplier's account and charge him for the difference in prices in addition to 10% of the value of the goods / services for administrative expenses; or
  - b) to terminate the Purchase Order, confiscate the performance bond, if any, and claim compensation for damages.

#### **5. NON-COMPLIANCE WITH SPECIFICATION OR DELIVERY TIME:**

The Supplier acknowledges that DA shall require a reasonable period to inspect the goods or services upon receipt. DA reserves the right to return or refuse all or any portion of this Purchase Order which does not meet the standard or quality originally offered or where the delivery time is not complied with. DA further reserves the right to inspect the goods / materials at the place of manufacture before they are shipped if agreed under the Contract.

#### **6. CONFIDENTIALITY:**

The Supplier agrees to treat as confidential and not (except insofar as may be necessary to perform its duties under this Purchase Order in which case on a strictly need to know basis) directly or indirectly disclose at any time (whether during the continuation of this Purchase Order or thereafter) to any other person, corporation or entity whomsoever or whatsoever or otherwise make use of or permit to be made use of any information not generally available to third parties relating to this Purchase Order, DA's technology, know-how, business, secrets, dealings, transactions or affairs or any such information relating to a subsidiary, supplier, customer, employee, officer, authorised representative, affiliate or client of DA.

## 7. INDEMNITY:

The Supplier agrees and acknowledges that it shall defend, indemnify and hold harmless DA, its personnel, representatives and its affiliates (the “**Indemnified Persons**”) from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person, any applicable taxes, penalties, demands) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any wilful or negligent act or omission by the Supplier or its personnel, representatives or subcontractors and/or any breach by the Supplier of these terms & conditions, relevant documentation or applicable laws or arising directly or indirectly out of the performance by the Supplier of its obligations under this Purchase Order.

## 8. PRICE, PAYMENT AND VARIATION:

- (i) The price and delivery schedule shown in this Purchase Order is fixed and shall not be subject to change except as authorized by DA.
- (ii) Unless otherwise stated in this Purchase Order and / or the Contract (if applicable), payment shall be made within sixty (60) days from the date of receipt of the invoice from the Supplier provided that: (i) DA receives a correct and valid invoice with all documents and information reasonably required by DA to support each invoice; and (ii) DA has accepted that the goods/services are properly delivered and performed to the satisfaction of DA.
- (iii) If the goods/ services are not properly delivered or performed and DA has not accepted the goods/ services, the invoice shall be paid only after sixty (60) days following the date DA accepts the goods/ services.
- (iv) If DA approves any variation an amended version of the Purchase Order shall be issued replacing the previous Purchase Order.

## 9. TITLE AND RISK:

The title and risk in the goods shall remain with the Supplier until the goods are physically delivered to and received by DA in good condition at the agreed delivery point and taken possession by DA.

## 10. INSURANCE:

The Supplier shall be responsible for procuring and maintaining at all times and at its own expense, policies of insurance with reputable insurers, valid and enforceable in the jurisdiction where it is providing and delivering the goods or services adequately insuring: (i) the Supplier; and (ii) whenever required and/or applicable DA; against all potential liabilities under or in relation to this Purchase Order.

## 11. SUSPENSION AND TERMINATION:

- (i) DA shall have the right to terminate or suspend the order for the goods/services placed under this Purchase Order in whole or in part at any time by giving notice in writing to the Supplier.
- (ii) If the Purchase Order is terminated by DA and it pertains to any goods to be manufactured then a fair and reasonable price will be paid to the Supplier for all work in progress at the time of termination unless the termination by DA is due to default or breach by the Supplier of any of its obligations, including without limitation compliance with any delivery date.
- (iii) There shall be no cancellation fee or any other penalty payable by DA to the Supplier.

## 12. GOVERNING LAW AND JURISDICTION:

The terms and conditions of this Purchase Order and all quotation, offers and acceptances shall be governed and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates. Dubai Courts shall have exclusive jurisdiction to hear all claims or proceedings arising out of this Purchase Order.

## 13. TAXES AND DUTIES:

### 13.1 VALUE ADDED TAX (“VAT”)

- (i) The Prices shown in this Purchase Order shall be inclusive of VAT which may be levied from time to time pursuant to the Federal Decree-Law No. 8 of 2017 on Value added Tax as amended (“VAT Law”).
- (ii) Where any VAT is imposed by the Federal Tax Authority in respect of the goods and services provided by the Supplier pursuant to the VAT Law, DA shall (unless exempted pursuant to any applicable law or regulation in the United Arab Emirates), on receipt of the relevant tax invoice from the Supplier, pay to the Supplier such VAT.
- (iii) DA shall not be obliged to make any payment unless the Supplier provides the relevant tax invoice in accordance with the requirements of Article No. (59) of the Cabinet Decision No. (52) of 2017 on the Executive Regulations of VAT Law, and the Supplier issued and submitted the tax invoice to DA within fourteen (14) days from the date of supply of Goods and Services pursuant to this Purchase Order and Article No. (25) of VAT Law.
- (iv) Notwithstanding the above Clause 13(1)(iii) of Section C, if the Purchase Order contains periodic payments or consecutive invoices, Article No. 26 (part 1) of VAT Law shall apply to the date of supply of goods and services.

VAT: TAX REGISTRATION NUMBER:

As per Federal Decree-Law No. (8) of 2017 Articles (79), The Taxable Person or any other Person authorized in writing by him shall state the Tax Registration Number (“TRN”) on each Tax Return, notification, Tax Invoice, Tax Credit Note, and any other document related to Tax or correspondence as required under this Decree-Law or said Federal Law No. (7) of 2017 on Tax Procedures.

DA Tax Registration Number (TRN) and the address are follows;

Dubai Airports Corporation, PO Box 2525, Dubai, UAE.

TRN: 100255053900003

### 13.2 CORPORATE INCOME TAX, OTHER DIRECT TAXES AND DUTIES

The Supplier shall be responsible for all its obligations under the Corporate Income Tax, or any other tax law(s) in force in the UAE as applicable from time to time, including corporate income tax, customs duties, excise and any other similar taxes imposed by the Federal Tax Authority or any other relevant authority. For clarity, the Value Added Tax and Withholding Tax are not intended to be dealt with in this Clause 13.2 of Section C and are set out separately in Clause 13.1 and 13.3 of Section C respectively.

### 13.3 WITHHOLDING TAX

DA will withhold from any amounts it pays to the Supplier under this Purchase Order any required withholding amount that may be required to be withheld in accordance with the prevailing tax laws and regulations.