







October 2018 edition

e. The Buyer may, by notice in writing to the Supplier, set off any or all of the monies owing by the Buyer to the Supplier for the Goods or the Services against any amount owing from the Supplier to any member of the Group (without prejudice to any other remedies of the Buyer in respect of any default by the Supplier).



October 2018 edition

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.



October 2018 edition

iii.

<p>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.</p>	<p>) (</p>
<p>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.</p>	<p>) (</p>
<p><b>8. CONFIDENTIALITY</b></p>	<p>.8</p>
<p>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.</p>	<p>7 ( ) 2</p>
<p><b>9. DATA PROTECTION</b></p>	<p>.9</p>
<p>a. In exercising their rights and performing their obligations under the Contract, the Supplier agrees and acknowledge to follow generally acknowledged international data security principles.</p>	<p>.) (</p>
<p>b. 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 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.</p>	<p>) ( )</p>
<p><b>10. ANTI-CORRUPTION</b></p>	<p>.11</p>
<p>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) ("<b>Anti-Corruption Laws</b>") 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.</p>	<p>.) ( )" (" )8646</p>
<p>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.</p>	<p>) (</p>
<p><b>11. MODERN SLAVERY</b></p>	<p>.11</p>









October 2018 edition

validity or termination, shall be referred to and be finally resolved by arbitration in accordance with the rules of the Dubai International Finance Centre ("DIFC")/London Court of International Arbitration (the "Rules"), which rules are deemed to be incorporated by reference into this condition. The number of arbitrators shall be one (1) appointed in compliance with the Rules and (i) the seat of the arbitration shall be the DIFC; (ii) the language of the arbitration shall be English; and (iii) the arbitration shall deal 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.

"( )" "( /)"  
)4( .  
) ( ) ( )