

Terms and Conditions (Electrical Appliances Unit)

مختبر دبي المركزي

Dubai Central Laboratory

Doc.Ref : F-CP-3016

Rev. No. : 03

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1. Application of these Terms

These terms apply to each agreement for the provision of Electrical testing service by Dubai Central Laboratory Department ("DCLD", "we", "our" or "us") to the Customer ("you" or "your"). The term "clause/s" only to the terms and condition for EAU. We must agree in writing to any additional or different term.

2. Request Form

- 2.1 Separate request form shall be filled up for each type of test, product, brand and model. Unless, the samples submitted meet the discription of clause 2.7 then it will be under one request.
- 2.2 The information provided on the request shall be accurate and legible.
- 2.3 Corrections are to be made by crossing a single line across the data to be corrected and a new entry shall be made above / beside it and initial it with date.
- 2.4 All fields of the request form shall be filled up.
- 2.5 Test request shall be accepted only after it is reviewed and found that the samples submitted for testing are as per requirement of clause 3.1.
- 2.6 In case that your request is rejected (before acceptance) then you shall be informed about the reason for rejection.
- 2.7 If there is more than one model under the same family, one model shall be tested under full test and the other for verification test(s) base on our judgement as well a declaration letter has to be submitted by you.
- 2.8 Dubai Municipality reserves the right at its discretion to decline or accept any items(s) submitted for testing. Additional information required shall be provided. If there is any change in expected report date, the same shall be communicated to you.

3. Samples

- 3.1 You warrant the suitability of the samples for the purpose of the testing service and the accuracy of your description of the samples.
- 3.2 For the *Testing* purpose, the following requirements shall be met/submitted:
 - (a) Finished product with original packing and with accessories.
 - (b) The sample inside the box shall be same as that shown on the packing.
 - (c) Instruction / operation manual (**The official language is Arabic**).
 - (d) **Circuit diagram** must be submitted (if the product has a controlled circuit board).
 - (e) **List of Components** must be submitted.
 - (f) For appliances which incorporates motor with winding or induction coil **the classification of winding** sholud be spcified at your components list as well at note part of produt rating table of Servies Request form.
 - (g) **Certificate for all electoronic components** must be submitted.(if the product has an electronic part)
 - (h) **Certificate and report for EMP** (Electro Magnetic Pulse Clause 19.11.4) test must be submitted. This report from an accredited IEC testing laboratory.
 - (i) Sample must not have any damage.
 - (j) The **product manufacturer** as well as the **country of origin** has to be indicated at the test request.
 - (k) For the **consumable items** which will be used during the test. The customer has to provide us with these items (Rice, pop-corn, Bread, Coffee,Carrot, Meat...etc it will depend on the product submitted for testing)
- 3.3 For the *Private test* (on requirement test), the sample should meet the specifications of the required test.
- 3.4 You acknowledge that the samples may alter, damaged or destroyed during conduct of the testing service.
- 3.5 All tested articles and sample material will be remained with us as per the agreement on the test request form.
- 3.6 Sample which not used in the test it will be returned to the customer if it comply with all the standard requirements.

4. Test Results

- 4.1 We are not liable for any loss you suffer because we perform that test as per your request.
4.2 We do not warrant that the test results will meet or exceed any specifications hoped for by you.
4.3 The test results relate only to the sample or samples tested.

5. Fees

- 5.1 We will calculate the fee according to the DCL Electrical Testing Fees List.
5.2 All payments must be made in Arab Emirates Dirham.
5.3 In the case of requests cancellation, the customer shall submit a letter declaring the reason as well as the original copy of the invoice.

6. Delays

- 6.1 While we make all reasonable endeavors to complete testing services promptly, the issue of test report may be delayed in some unavoidable circumstances like repetition of testing. Under these circumstances you will be informed about the delay.
6.2 We are not liable for any loss arising from delay.

7. Liability

- 7.1 You acknowledge that we have not made any statement or other representation, not expressly stated in these terms, which has induced you to enter into an agreement.
7.2 Subject to clause 12, we are not liable for any loss or damage whatsoever (including loss of profits or other consequential loss) arising in connection with an agreement.

8. Implied Terms

- 8.1 Unless clause 12.2 applies, any condition or warranty which would otherwise be implied in this agreement is excluded.
8.2 Where legislation implies in this agreement any condition or warranty, DCL liability for any breach of such condition or warranty is limited, at DCL option, to one or more of the following:
(a) the supplying of the testing service again; or
(b) the payment of the cost of having the testing service again.

9. Test Reports

You must not alter or allow alteration of test reports. You must not reproduce or allow the reproduction of test reports except in full.

10. Confidential Information

- 10.1 "Confidential information" means:
(a) any information disclosed to us by you which you designate as confidential or which we know or ought to know is confidential;
(b) Includes the information in test reports
(c) Does not include information to the extent that the information is:
(i) Independently developed or known by us or to others (including because it is in the public domain)
(ii) Required to be disclosed by law.
10.2 We must not disclose confidential information without your prior written consent, except for official purposes.

11. Governing Law

Solely the law of the Dubai Municipality Under Local Order No.10 (2003) governs each agreement.

12. Cancellation of Requests

- 12.1 Under circumstances if the request needs to be cancelled by us after the acceptance of it, you shall be
12.2 Private customers can cancel their request after acceptance. However they have to bear the charges as mentioned in 5.4.
12.3 Customers coming under the category Local Order No:10 do not have the right to cancel the request.



الشروط والقوانين (شعبة الأجهزة الكهربائية)

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13. Dispute Resolution

In case of any dispute, you should resolve the same with us. If the dispute is not resolved then it shall be directed to the DM Legal Affairs Department by us and get it resolved. If the dispute is not resolved with the DM Legal affairs Department then to higher legal affairs.

14. Severance

If any of these terms is held to be invalid or unenforceable, such provision will be struck out and the remaining provisions will remain in force.

15. Termination

We may end the agreement immediately by notice in writing if you are in breach of any term of the agreement.

16. Amendment of these Terms

16.1 We may amend these terms at any time by notifying you in any one or more of the following ways:

- (a) Printing the amended terms on our Test Request forms;
- (b) Referring to the amendments and/or printing the amended terms in a newsletter or Fees List; or
- (c) Posting the amended terms on our web site.

16.2 Your continued use of the testing services after such notice will constitute acceptance of the variation.

17. Sub-Contracting to External Laboratories

We may, after notifying you, subcontract all or part of any testing service to an external laboratory. These terms (except this clause) apply to testing services subcontracted as if we had performed all of the testing services ourselves.

18. Waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

19. Acceptance of this contract

The fact of Dubai Central Laboratory-Electrical Appliance Unit (DCL-EAU) implies that you have fully accepted the terms and condition of this agreement: any use of this terms and condition and its services shall be regulated by this document.

<p>Date & Customer Signature</p>		<p>التاريخ وتوقيع العميل</p>
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