

CONSUMER PROTECTION REGULATIONS 2025

Regulations to govern the rights of Consumers, promote a fair balance of rights and obligations between Providers and Consumers, and foster consumer protection practices that will contribute to the prosperity of the Abu Dhabi Global Market.

Date of Publication: **[TBD]** 2025

The Board of Directors of the Abu Dhabi Global Market, in exercise of its powers under Article 6(1) of Law No. 4 of 2013 concerning the Abu Dhabi Global Market, as amended, issued by His Highness the Ruler of the Emirate of Abu Dhabi, hereby enacts the following Regulations.

PART 1 – APPLICABILITY AND REGISTRAR’S POWER

1. Short title and commencement

- (1) These Regulations may be cited as the Consumer Protection Regulations 2025.
- (2) These Regulations come into force one month after the date of the publication of these Regulations.

2. Application

- (1) These Regulations apply to the offering of products and services by a Provider to a Consumer within the Abu Dhabi Global Market.
- (2) The requirements of these Regulations are minimum requirements. Nothing in these Regulations precludes a Provider from providing a Consumer with rights and benefits which are more favorable than those provided for under these Regulations.

3. Registrar’s powers and authority

- (1) The Registrar shall administer these Regulations and perform the functions and exercise the powers assigned to him under these Regulations and any subordinate rules issued under these Regulations.
- (2) The Registrar may make rules with respect to the administration and application of these Regulations to any person in the Abu Dhabi Global Market.
- (3) The Registrar shall have the power and authority to cooperate with and to delegate to a relevant Competent Authority any of its functions and powers under these Regulations.
- (4) The Registrar has the authority to prescribe such forms as it considers necessary for the purpose of these Regulations and may approve and issue such guidance, circulars or directions as are required for the proper administration of these Regulations.
- (5) The Registrar has the power to monitor (including by means of inspections) the Provider’s premises for compliance with these Regulations, and any subordinate rules made under these Regulations, at such time and place as may reasonably be specified by the

Registrar, and to impose and enforce fines or other disciplinary measures for contraventions.

- (6) The Registrar may initiate an investigation on its own initiative if it believes there is reasonable cause to do so.
- (7) The Registrar may give directions to a Provider requiring it to provide such documents, information or data as may be specified in the directions. The Registrar may take copies of, or extracts from, a document produced under such direction.
- (8) The Registrar shall have the power to issue directions to a Provider requiring the Provider to remove a display, installation or product from its point of sale, if deemed by the Registrar, in its discretion, to be in the best interest of the Abu Dhabi Global Market.

PART 2 – GENERAL OBLIGATIONS ON THE PROVIDER

4. Use of English language

- (1) Communications, labelling, advertisements, and contracts with Consumers shall be made in English, with Arabic and other languages being permissible in addition to English.

5. Labelling

- (1) Upon offering a product for sale, the Provider shall be required to place labelling on the product's cover or packaging clearly and legibly displaying any essential information specified by applicable laws, regulations, technical standards, and approved specifications regarding the packaging or presentation of the product. Such information shall be according to the nature of the product and shall include, but is not limited to, the following details:
 - (a) The name, type, nature, components and quantity of the product, whether in relation to weight, measurement, number, measure, capacity, standard, or any other criteria affecting the value thereof;
 - (b) The country of origin (the name of the country preceded by the phrase: "Made in");
 - (c) The country of export (if any);
 - (d) The name of the manufacturer and importer (if applicable), including the commercial address and any trademark;
 - (e) Production date and shelf life;
 - (f) Conditions of handling, storage and usage;
 - (g) Warning of the dangers that may result from the wrong use of the product in a clear and legible font; and
 - (h) Determination of the categories and ages of Consumers who may be exposed to risks when using the product, including but not limited to children, pregnant women, and people with disabilities.

6. Instructions on the use and installation of products

- (1) The Provider shall provide the Consumer with instructions on how to use and install the product according to the nature of the product and the extent to which it includes parts that can be disassembled and installed.
- (2) The instructions shall clearly include the method of installation or use that allows it to be done by the Consumer independently, or state if it is recommended that a technician assist in installing the product.
- (3) The product's packaging shall state its contents and identify any additional items that must be purchased to use the product at its basic level.

7. Displaying prices and the exchange and return policy

- (1) The Provider shall display the prices of products and services clearly and legibly, provided that the display shall be made in one of the following ways by:
 - (a) Attaching the price tag on the product in a clear manner, according to its nature;
 - (b) Placing the price information on a sign where the product is displayed; or
 - (c) Displaying the price information at the location where the service is being offered.
- (2) Disclosure of prices of products and services offered by the Provider must not be misleading.
- (3) The Provider shall clearly display any discount and loyalty cards accepted by the Provider.
- (4) The Provider shall not add any additional amounts to the price of the products or services if the Consumer uses credit cards to purchase products or services.
- (5) The Provider shall clearly display its exchange and return policy at the point of sale.

8. Approval for promotions and discounts

- (1) The Provider must obtain prior approval from the Registrar before making or announcing discounts on its products and services or promoting its products or services.
- (2) The Provider is required to notify the Consumer of any discounts on products or services offered if the effective date of these discounts is within one week from the purchase date. If the Provider fails to meet this obligation, the Consumer has the right to recover the price difference within thirty (30) calendar days from the purchase date upon providing the Provider with the relevant supporting evidence.

9. Misleading advertisement for a product or service

- (1) The Provider is prohibited from describing the product or service in any manner containing false or misleading information.

- (2) A description, advertisement, or offer of a product or service shall be deemed misleading if it contains any statement that may lead, directly or indirectly, to creating a false or misinformed impression on the Consumer, particularly if it pertains to one or more of the following elements:
- (a) The nature, composition, essential characteristics, components, quantity, shape or appearance of the product;
 - (b) The characteristics of the product, including its nature, method of production, production date, expiration date, conditions of use, usage precautions, weight, size, quantity, measurement, volume, capacity, standard, or any other relevant criteria that shall be specified on the product;
 - (c) The country of origin, the country of export, or the entity producing the product;
 - (d) Contract terms and procedures, including after-sales service, warranty, price, and payment method;
 - (e) Awards, certificates or quality marks awarded to the Provider or its products or services;
 - (f) Trademarks, labels, or logos; or
 - (g) The characteristics of the product or service and the expected results from its use.

10. Provider's obligations upon contracting

- (1) The Provider is prohibited from including any term in the contract, invoice, or otherwise issued to the Consumer that would cause the Consumer harm. Every term in a contract, invoice, or otherwise shall be deemed void if it exempts the Provider from any of the obligations and liabilities provided for in these Regulations, including, but not limited to, the following:
- (a) Charging a price higher than the price announced by the Provider through any medium.
 - (b) Conditioning the purchase of a product on the purchase of another product or service, or restricting access to a service, under conditions that are inherently unrelated to the original transaction.
 - (c) Allowing the Provider to interpret or modify certain contract terms or to terminate the sales contract unilaterally without consulting the Consumer or granting them the right to claim compensation.
 - (d) Granting the Provider the right to unilaterally terminate an indefinite contract without providing the same right to the Consumer.
 - (e) Allowing the Provider to unilaterally determine whether the products or services conform to the terms of the sales contract without consulting the Consumer.

- (f) Waiving or diminishing the Consumer's right to seek compensation in the event of the Provider's breach of obligations.
- (g) Allowing the Provider to unilaterally change the characteristics of the product or conditions of service usage in subscription contracts, except in cases where the change improves or updates the service or is due to factors outside the Provider's control.
- (h) Requiring the Consumer to waive any rights stipulated in these Regulations or other applicable legislation.
- (i) Canceling or unduly limiting the Consumer's rights against the Provider in cases where the Provider fails to fulfill its obligations fully or partially, or performs them poorly.
- (j) Requiring the Consumer to pay the Provider disproportionate compensation for any contractual non-compliance.
- (k) Setting the price of the product upon offer and delivery or having the service price subject to review solely at the Provider's discretion in long-term contracts, without allowing the Consumer to request contract termination if the final price is excessively higher than agreed.
- (l) Including a "no returns or exchanges" clause, except in certain cases, such as:
 - i. If the Consumer was aware of the defect in the products at the time of purchase and accepted it, as evidenced in the sales contract or issued invoice.
 - ii. If the product's nature, characteristics, or packaging precludes returns or exchanges, such as being damaged or such that it cannot be re-sold, unless the return is due to manufacturing defects or non-compliance with specifications agreed between the Provider and Consumer.
 - iii. Perishable products, unless spoilage or expiration is proven at the time of purchase.
 - iv. If the product was custom-made, unless the product is defective or does not comply with the specifications agreed between the Provider and Consumer.
 - v. If the product involves books, newspapers, or magazines.
- (m) Not refunding the Consumer for the price of products or services, if a refund is applicable.
- (n) Requiring the Consumer to deal with a specific third-party provider of services or products ancillary to the original sale between the Provider and Consumer.
- (o) Imposing conditions for maintenance of products under no warranty to be carried out exclusively at authorised service centers.

- (p) Disclaiming responsibility for a product while providing a service where the product is used.

11. Invoicing

- (1) The Provider shall provide the Consumer with an invoice for the sale of the product or service, which shall include the following information:
 - (a) Name, address and contact information of the Provider;
 - (b) Invoice date;
 - (c) Description of the purchased product or service;
 - (d) Unit of measurement and the quantity of product or the number of sold units;
 - (e) Condition of the product, if used;
 - (f) The price of the product or service in UAE Dirhams;
 - (g) Warranty period, if any;
 - (h) Date of the product delivery or service provision;
 - (i) Serial number of the product and the parts contained therein, according to the nature of each product;
 - (j) ADGM commercial licence number; and
 - (k) Tax number (if applicable).
- (2) The invoice may be provided electronically with the Consumer's consent.
- (3) If the product or service is to be delivered in stages, the Provider shall offer the Consumer a payment plan under which, if accepted by the Consumer, installment payments shall be linked to the completion of each stage.

12. Use of Consumer's personal data

- (1) The Provider must comply with the Data Protection Regulations 2021 when collecting and processing personal data from the Consumer and any other applicable legislation.

13. Sale of used or refurbished products

- (1) A Provider offering for sale a used or refurbished product, or a product that contains a defect that does not result in any harm to the health and safety of the Consumer, must clearly and prominently disclose the condition of the product on the product and at the point of sale. This disclosure must be made in a manner that does not create a false or misleading impression for the Consumer about the conditions of the product.

- (2) The Provider must document the condition of the product in the sales contract or invoice issued.

PART 3 – WARRANTY, MAINTENANCE AND SPARE PARTS

14. Procedure for warranty, spare parts and maintenance services

- (1) The Provider shall establish a written procedure for offering warranties and providing spare parts and maintenance service, in accordance with the manufacturer's terms, and adhere to these terms toward the Consumer. This procedure must detail the Provider's obligations, the scope of these obligations, and the rights of the Consumer, taking into account the following:
 - (a) This procedure shall be included in written documentation, presented in a clear and comprehensible format for the Consumer, which must be prominently displayed at the point of sale and facilities affiliated with the Provider, allowing Consumers to review it.
 - (b) The written procedure must include the Provider's registered address, telephone number and e-mail address, and should be published on the Provider's website, if applicable.

15. Warranty document

- (1) The Provider shall provide the Consumer with written documentation evidencing the warranty of the product or service, which can be included either separately from the invoice or as part of the invoice.
- (1) The warranty for the product or the services shall be governed by the terms of the contract entered into between the Consumer and Provider, and shall, at a minimum, include the following:
 - (a) The name, address and contact information of the Provider;
 - (b) The date of purchasing the product or provision of the service;
 - (c) The duration of the warranty;
 - (d) Name, and, if applicable, model and serial number, of the product;
 - (e) A statement indicating whether the warranty covers all parts of the product and any additional costs of repair and replacement;
 - (f) A statement of the Consumer's obligations under the warranty terms; and
 - (g) If applicable, a clear statement of any exclusions from the warranty and any cases and circumstances that would render the warranty void.

16. Warranty of products during the warranty period

- (1) The Provider shall be required to honour all warranties and be committed to any maintenance, repairs and after-sales service of the sold product during the period specified in the warranty document.

17. Warranty periods

- (1) The warranty period shall commence from the date on which the Consumer receives the original or replacement product in the event of a defect. The warranty period shall be extended for any duration during which the Consumer is unable to use the product due to repairs for defects covered by the warranty or due to delays in maintenance caused by the Provider or its failure to timely provide the necessary spare parts during the warranty period.
- (2) The Provider shall abide by the highest standards applicable in the United Arab Emirates and relevant to each trade in determining warranty periods and conditions, in accordance with the nature of those products, the manufacturer's terms, the relevant market conditions, and considering the following:
 - (a) The necessity to prevent abuse against the Consumer, particularly in cases where the Provider intentionally formulates warranty conditions in an ambiguous manner or imposes restrictions to evade legal obligations; and
 - (b) Requiring the Provider to provide warranties equivalent to those offered in other countries where the commercial conditions are comparable to those in the United Arab Emirates.
- (3) The Registrar may issue rules or guidance to determine warranty periods and warranty conditions for certain products.

18. Warranty of services

- (1) The Provider shall guarantee the service provided to the Consumer for a reasonable period that is proportionate with the nature of the service rendered or the duration agreed upon with the Consumer, whichever is longer. In the event of a breach of this obligation by the Provider, the Consumer has the right to choose from the following options:
 - (a) A full refund of the price if the service was not performed or was inadequately executed;
 - (b) A partial refund of the price that is proportionate to the benefit derived from the service or equivalent to the value required to remedy the deficiency in the service; or
 - (c) The Provider shall perform the service again correctly and in accordance with the terms of the contract.
- (2) Prior to providing the service, the Provider shall clearly warn the Consumer of any potential harm arising from the provided service, including necessary precautions to be

taken, methods of prevention, and remedies for any damages resulting therefrom, in accordance with the nature of the service.

19. Maintenance services for products under warranty

- (1) The Provider shall specify in writing to the Consumer a specific period for the completion of any maintenance work or repair for products under warranty, depending on the nature of the required maintenance or the reasons for the repair.
- (2) Depending on the nature of the products, if the maintenance or repair time exceeds (7) seven calendar days, the Provider -
 - (a) shall provide a comparable replacement product at no cost for the Consumer, which the Consumer can use during the period of maintenance or repair of the original product; or
 - (b) may agree with the Consumer on another mechanism for compensating the Consumer for the time the Consumer cannot utilize the product.

20. Periodic maintenance services for products under warranty

- (1) The Provider shall adhere to the following when providing periodic maintenance services for products under warranty:
 - (a) Provide the necessary equipment, technicians and personnel to provide the service within an appropriate timeframe;
 - (b) Conduct the necessary maintenance for the product using trained personnel and appropriate technologies in accordance with the manufacturer's instructions to ensure the quality of maintenance;
 - (c) Establish suitable communication channels with Consumers to facilitate services and coordinate the safe receipt and delivery of products;
 - (d) Provide clear indication of any periodic maintenance cost and the duration it will take;
 - (e) Provide an estimate of maintenance costs at any time upon the Consumer's request; and
 - (f) Provide the Consumer with a clear breakdown of any additional fees for maintenance services, including inspection, assessment, replacement of defective parts not under warranty, labor charges, and any other paid services.

21. Provider obligations regarding spare parts

- (1) The Provider shall provide the necessary spare parts for the operation and repair of products under warranty in accordance with the following:
 - (a) The Provider must provide spare parts that are regularly and continuously requested by Consumers without interruption and within a maximum period of seven (7) calendar days from the date of the Consumer's request.

- (b) The Provider must provide spare parts not typically requested regularly and continuously by Consumers within a reasonable period from the date of the Consumer's request.
- (c) For spare parts that the manufacturer has ceased producing or that cannot reasonably be obtained by the Provider, the Provider must clearly inform the Consumer of this and provide alternative spare parts or other solutions acceptable to the Consumer.
- (d) The Provider must display the prices of spare parts not covered by any warranty on their packaging or in any other form that allows Consumers to verify the prices easily.
- (e) The Provider must keep replaced parts and return them to the Consumer after the repair, or, if agreed between the Provider and the Consumer, the Consumer may assign the replaced spare parts to the Provider for appropriate disposal.

PART 4 – PROVIDER'S OBLIGATIONS IN CONNECTION WITH DEFECTS

22. General right of the consumer to choose

- (1) Subject to these Regulations, if a defect is discovered in the product that the Provider is selling, the Consumer shall have the right to choose between returning the product with a refund of its original purchase price, replacing it, or having it repaired without charge.

23. Exclusion of liability for defects caused by the Consumer and normal wear and tear

- (1) In no event shall the Provider be held liable for any defects, damages, or deficiencies arising from, or directly or indirectly caused by, the actions or omissions of the Consumer, including but not limited to improper use, maintenance, or modification of the products or services provided.
- (2) The Provider shall not be responsible for any defects resulting from normal wear and tear, including the expected reduction in performance or functionality due to the passage of time or regular use of the products or services.
- (3) The Consumer shall bear all responsibility for such circumstances, and any claim arising from such defects shall be excluded from warranty or other remedial obligations of the Provider.

24. Defects in Products or Services under no warranty

- (1) The Provider is obligated to accept the return of defective products that:
 - (a) do not have warranty coverage; or
 - (b) have a warranty period for spare parts that conflicts with the full warranty period of the product,

and must refund the purchase price to the Consumer if a defect is discovered within thirty (30) calendar days from the date the defect appears, whether visible or latent.

25. Provider obligations regarding product defects

- (1) Before undertaking any repairs to the defective product, the Provider must document the condition of the product at the time of receipt and note any technical observations made by the Consumer. The Provider must notify the Consumer and obtain the Consumer's approval through documented means of the cost of repairs outside warranty, the duration needed for the repairs, and any warranty period.
- (2) After completing the repairs, the Provider must issue an invoice to the Consumer specifying the replaced parts, their costs, and whether those parts are new, used, or refurbished.
- (3) The Provider must handle the repairs with the necessary professionalism and guarantee the repairs and replaced parts for at least fifteen (15) calendar days from the date they are delivered to the Consumer, unless the nature of the replaced parts and the repair service requires a longer period.

26. Provider obligations to provide a replacement product

- (1) In case of a defect arising from the conditions of preservation, storage, handling, installation, or other causes for which the Provider is responsible, the Consumer shall have the right to elect to either return the product and have its price refunded or to have the product replaced or repaired without consideration.
- (2) If the defective product cannot be replaced or repaired within seven (7) calendar days, the Provider shall provide the Consumer with an alternative product free of charge until the defective product is replaced or repaired.
- (3) In the event that the Provider breaches its obligations set out in this section, the Provider shall compensate the Consumer for the cost of obtaining an alternative product during the repair or replacement of the original defective product.

27. Provider obligations upon recurrence of defects

- (1) If the Provider is incapable of, or fails to, repair a recurring defect during the warranty period, the Consumer shall be entitled to receive a replacement product of the same type and specifications as the original product, or receive a refund of the purchase price, subject to the following conditions:
 - (a) The recurrence of the defect fundamentally affects the Consumer's full or partial utilization of the product, the product's market value, or the ability to use it safely; or
 - (b) A minimum of two attempts have been exhausted by the Provider in repairing the recurring defect, or multiple attempts to repair the recurring defect take more than 15 calendar days in each attempt, including the period necessary for the supply of spare parts.

- (c) Consumer is unable to transport a defective product under warranty to the Provider to repair, the Provider shall bear all reasonable transportation costs or send technicians to the place where the product is kept.
- (2) The Provider shall refund the value of the product in the event that the Consumer has partially used it, and it cannot be repaired after three or more attempts, provided that a reasonable depreciation percentage is deducted from the product's original price.

28. Provider obligations to re-perform the service

- (1) If a defect in the service delivery is discovered due to reasons attributable to the Provider, the Provider shall re-perform the service as initially agreed upon. The Consumer has the right to request that the service be re-performed as originally agreed upon without any additional costs or expenses incurred by the Consumer.
- (2) If the Provider refuses or fails to re-perform the service properly or delays its performance, the Consumer shall have the right to receive a full refund of the price paid for the service.
- (3) If the service involves repairing, maintaining, or operating a product, and it results in a decrease in the value of the product, loss of its functionality, or damage to it, the Provider shall cover the costs of repairing the product or compensate the Consumer for its value or the value of the damaged part.

PART 5 – COMPLAINTS AND ADMINISTRATIVE PROCEDURES

29. Consumer Complaints

- (1) The Registrar has the power to receive and assess Consumer complaints against Providers and may take the actions set out in this Part 5.
- (2) A Consumer complaint shall include the following information:
 - (a) The name, contact details of the complaining Consumer, and the date of complaint submission.
 - (b) The name, address, and nature of the business of the relevant Provider.
 - (c) A description of the issue or concern that is the subject of the complaint.
 - (d) Evidence supporting the complaint and any related documents, if available.
 - (e) Any other documents or information deemed necessary by the Registrar.
- (3) The Registrar may refuse to accept a complaint that does not include any of the information and documents specified in subsection (2) above, or if the Consumer fails to provide the required documents and information within the specified timeframe set by the Registrar.

- (4) The Registrar shall assess the complaint and respond to the complainant within a reasonable timeframe, depending on the nature of the complaint, and may issue a notice of determination.

30. Power of the Registrar to assess and issue a notice of determination

- (1) The Registrar shall have the authority to assess any Consumer complaint made in relation to a Provider's practices, conduct, or any other matter arising under these Regulations.
- (2) The Registrar may, by written notice to the Provider, request any information, documents, or records from the Provider as deemed relevant to the assessment. The Provider shall comply with such requests within the time period specified in the notice, unless there are valid grounds for non-compliance, which must be communicated to the Registrar.
- (3) If the Registrar concludes, based on its assessment, that the complaint is substantiated, the Registrar may issue a notice of determination to both the Consumer and the Provider. The notice of determination may be issued electronically and shall include:
 - (a) A summary of the findings of the assessment;
 - (b) The conclusion on whether the Provider has failed to comply with any provisions of these Regulations; and
 - (c) Any action or omission that the Provider must take to remedy the non-compliance.
- (4) The provider's failure to comply with the terms of a notice of determination shall be deemed a contravention of these Regulations.

31. Court declaration and compensation

- (1) Where the Provider fails to comply with their obligations under these Regulations, the Consumer may apply to the Court for a declaration to that effect and the Court may, at its discretion, order the Provider to remedy the failure by complying with the relevant obligation and/or, where these Regulations do not otherwise provide for a remedy for breach of the obligation, make an award of compensation to the Consumer of such amount as the Court considers just and equitable in all the circumstances, having regard to –
 - (a) the Provider's conduct in failing to comply with its obligations; and
 - (b) any loss suffered by the Consumer as a result of the Provider's failure to comply with its obligations.

32. Inspection of products at laboratories

- (1) The Registrar has the power to have sample products inspected at laboratories to verify their ingredients, suitability, or safety in the event of a dispute between a Provider and Consumer, or whenever it is deemed, in the Registrar's discretion, to be in the public interest.

- (2) The laboratory designated for the inspection of the products will be determined at the discretion of the Registrar.
- (3) The laboratory shall issue a report on the sampled products within the timeframe determined by the Registrar, which may be extended by the Registrar, and the report shall be disseminated to the Registrar, the Provider, and the Consumer, if applicable.
- (4) The report issued by the laboratory shall be final and shall be recognised by the Registrar in its determination of the relevant products.
- (5) The Provider shall bear the cost of having the products inspected at a laboratory under this section.

33. Recall of defective products

- (1) Upon discovering a defect in a product that affects its intended use or the Consumer's health or safety, the Provider shall inform the Registrar and the Consumer of the potential harm in accordance with the following procedures:
 - (a) Cease offering the product or providing the service;
 - (b) Inform the Consumer on how to prevent harm when using the relevant products;
 - (c) Withdraw the product from the market; and
 - (d) Recover the defective products, and replace them at the Provider's expense, repair them or refund the full amount paid by the Consumer.
- (2) The Provider shall notify the Registrar of the procedures taken by the Provider, which may include postings on social media channels and in the news.
- (3) In the event of recalling products affecting health or safety, the notification to the Registrar must be immediate, and no later than twenty-four (24) hours from the date of discovering the defect necessitating the recall. In case of recalling defective products not affecting health and safety, notification to the Registrar must be made within a period not exceeding seven (7) calendar days from the date of discovering the defect necessitating the recall.
- (4) The Provider shall submit a report to the Registrar on the products that have been recalled within (30) thirty calendar days from the start of the recall process. The report shall include detailed information about the Provider, the defect, potential damages, consumer remedies, and any other particulars necessary or desirable depending on the circumstances. The Registrar may require the Provider to supply to the Registrar and the Consumers any additional information reasonably necessary in this regard.
- (5) Upon receiving notification from a relevant Competent Authority about a product that is causing, or represents a risk of causing, harm to the Consumer, the Registrar may issue a direction requiring the recall of the relevant product.
- (6) The Provider shall be prohibited from reselling or displaying products that have been withdrawn or recalled pursuant to this section.

34. Administrative seizure of goods

- (1) If there is sufficient evidence of a contravention of these Regulations that may jeopardize the health and safety of Consumers, the Registrar may apply to the Court for a court order for the temporary seizure of the relevant products at the Provider's expense.
- (2) The Registrar must determine whether the seized products pose a risk to the health and safety of the Consumer within thirty (30) calendar days from the date of their seizure. The Court may extend this period if the nature of the products or inspection procedures necessitates.
- (3) The seized products shall be released when the Registrar determines that they do not pose a risk to Consumers' health and safety or when a judicial decision is issued for their release.
- (4) The Registrar shall notify the Provider upon the issuance of the decision to release the seized products.
- (5) In all cases, the Provider shall bear the costs of any inspection and laboratory analysis required in accordance with the provisions of this section.

35. Financial penalties

- (1) If the Registrar considers that a Provider has contravened any of the provisions in these Regulations, it may impose a financial penalty on the Provider up to the highest level on the standard fines scale.
- (2) Each contravention of an obligation stipulated by any section will be considered an individual offence with each contravention attracting a separate fine.
- (3) The Registrar may, if it considers it appropriate or desirable, publish details of any financial penalty imposed on the Provider in such manner as it determines.
- (4) If the Registrar decides to impose a financial penalty on the Provider, it must follow the procedures in the Commercial Licensing Regulations 2015.

PART 6 – GENERAL

36. Interpretation

In these Regulations, unless the context indicates otherwise -

“Competent Authority” means any governmental body, regulatory agency, other official organization, or any company or instrumentality owned, controlled or instructed by any governmental authority within the United Arab Emirates or the Emirate of Abu Dhabi.

“Consumer” means a natural or legal person, acting for purposes to obtain a product or service to meet their own needs or the needs of others, and who engages in a transaction with a Provider concerning that product or service.

“Courts” means the Abu Dhabi Global Market Courts.

“defect” means any flaw, malfunction, imperfection, or inadequacy in a product, service, or component thereof, resulting from an error in its design, manufacture, production, or provision to the Consumer, and which renders it unfit for its intended use, or which substantially impairs its value, safety, functionality, or performance.

“point of sale” means the location within the Abu Dhabi Global Market where a sale between a Provider and a Consumer is completed.

“product” means any goods, merchandise, or items manufactured, produced, processed, or supplied for sale or use to Consumers, intended for consumption, use, or enjoyment, including but not limited to tangible items, digital products, and services. The term includes new, used, or reconditioned products, and extends to components, parts, and packaging that form an integral part of the product when offered for sale or use.

“Provider” means any natural or legal person holding

- (a) a commercial licence issued by the Abu Dhabi Global Market to engage in ‘Category C’ retail activities; or
- (b) a temporary commercial permit to engage in retail activities,

and acting for purposes related to their business or profession, whether acting directly with the Consumer, or through another person acting in the Provider’s name or on the Provider’s behalf, to sell a product or service to the Consumer.

“sale” means the transfer of ownership or possession of products or services, including but not limited to rental or leasing of moveable products or services to a Consumer against consideration, whether for immediate or future use, for a specified or indefinite duration, and whether or not such products or services are transferred permanently or temporarily.

“service” means the provision of labor, skill, care, or expertise for the benefit of a Consumer against consideration.

“standard fines scale” means the scale of fines set out in the Commercial Licensing Regulations (Fines) Rules.

“warranty” means a written or implied acknowledgement made by the Provider or his representative that the product or service is free from defects and complies with applicable standards, and in which the Provider commits to repair any defect affecting the product, replace the defective product, or re-perform the service, within a specified period of time.