

المحاضرة الخامسة:

Buying and Selling Terms

French	English	Arabic
abus de position dominante	abuse of market power	استغلال هيمنة السوق
acceptation	acceptance	قبول
accusé de réception	acknowledgement of receipt	إشعار بالاستلام
achat/vente à crédit	hire purchase	بيع إيجاري
acheteur	buyer, purchaser	مشتري
annulation	cancellation	إلغاء
apparence	appearance	مظهر
approvisionnement	supplying	توريد
article	item	سلعة
biens	goods	أموال
cahier des charges	specifications	شروط
commande	order	طلب
commerce équitable	fair trade	تجارة عادلة
commerce extérieur	overseas trade	تجارة خارجية
concurrence déloyale	unfair competition	منافسة غير مشروعة
conditionnement	packaging	تغليف
conditions	terms and conditions	شروط
consommateur	consumer	مستهلك
coûts	costs	تكلفة
coûts de transport	transport costs	تكلفة النقل
crédit commercial	trade credit	ائتمان تجاري
date de livraison	delivery date	تاريخ التسليم
décharge de responsabilité	disclaimer	إخلاء المسؤولية
défaut	defect	عيب
défectueux	defective	معيب
délai de réflexion	cooling-off period	فترة التفكير
devis	estimate	تقدير تكلفة
documentation	documentation	جمع الوثائق
durabilité	durability	المتانة
durée de conservation	shelf life	مدة الصلاحية
échantillon	sample	عينة
effectuer	carry out	نفذ
en vrac	in bulk	بكميات كبيرة
encourir	incur	يتعرض لـ

French	English	Arabic
entreposage	storage	تخزين
envoi	shipment	شحنة

étiquetage	labelling	وضع الملصقات
exclusion	exclusion	استثناء
expédier	send, dispatch, ship	إرسال
expédition	shipment	شحنة
exposer	set out	عرض أو وضع
facture	invoice	فاتورة
finition	finish	إتمام أو إنهاء
fournir	supply	تزويد
fournisseur	supplier	مزود أو مورد
frais	expenses	مصاريف
garantie tacite	implied warranty	ضمان ضمني
garantie	warranty	ضمان
impayé	unpaid	غير مدفوع
indiquer	set out	أشار أو أخبر
interpréter	construe	فسر أو خطط
invendus	unsold stock	بضاعة غير مبيعة
livraison	delivery	تسليم
livrer	deliver	سلم
loi protégeant les consommateurs	Consumer law	قانون حماية المستهلك
marchandises	merchandise	بضائع
marge bénéficiaire	profit margin, mark-up	نسبة الربح
marges arrières	back margins	هوامش خلفية
modalités	terms and conditions	شروط وأحكام
monopole	monopoly	احتكار
montants versés	sums paid	مبالغ مدفوعة
nom commercial	trade name	اسم تجاري
nul et non avenü	null and void	باطل ويعتبر كأن لم يكن
ordre d'achat	purchase order	أمر شراء
paiement	payment	دفع
poids	weight	وزن
prévoir	set out	توقع أو وضع
prix de gros	trade price	سعر البيع بالجملة
propre à l'usage	fit for purpose	صالح للاستخدام
publicité mensongère	misleading advertising	إشهار كاذب
refait à neuf	reconditioned	مجددة
remboursement	refund (à)	إعادة مال
rembourser	refund (v.)	أعاد مالاً
remise au détaillant	trade discount	الخصم التجاري
réparation	repair	إصلاح أو ترميم
réserve de propriété	retention of title	الاحتفاظ بالملكية
revente	re-sale	إعادة البيع

Additional Products Liability Terminology Table

French	English	Arabic
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gestion de la qualité des produits	product quality management	إدارة الجودة
grossiste	wholesaler	بائع بالجملة
importateur	importer	مستورد
induire délibérément en erreur	misrepresent	عمل على التضليل
inspection	inspection	تفتيش
la chose (la négligence) est évidente	res ipsa loquitur	الشيء الذي يشهد على نفسه (الإهمال)
loi sur les clauses contractuelles abusives	Unfair Contract Terms Act	قانون يتعلق بالشروط التعسفية
marque	brand	علامة
matières premières	raw materials	مواد أولية
médicaments	medicine(s)	أدوية
mode d'emploi	instructions for use	تعليمات الاستخدام
norme	standard	معياري
normes de sécurité	safety standards	معايير الأمان
notice d'emploi	operating instructions	تعليمات التشغيل
obligation de diligence	duty of care	واجب العناية
pièce	component	قطعة
prévisible	foreseeable	متوقع
prévoir	foresee	يتوقع
producteur	producer	منتج
qualités auxquelles l'acheteur peut légitimement s'attendre	satisfactory quality	الجودة المرضية للمستهلك
rappel à l'usine	product recall	سحب المنتج
règlements	regulations	لوائح
responsabilité objective	strict liability	مسؤولية موضوعية
rupture de garantie	breach of warranty	إخلال بالضمان
sans danger	safe	أمن/غير خطير
soin	care	عناية
stockage	storage	خزن/تخزين
suivi qualité	quality control	رقابة الجودة
traçabilité	traceability	تتبع
usure	wear and tear	تلف، فناء، استهلاك
utilisateur	end-user	مستعمل
utilisation anormale	abnormal use	استعمال غير عادي
vice caché	hidden defect	عييب خفي

Exercise 1

Complete the passage with the following words and expressions:

care, suits, component, defects, design flaw, fit for purpose, wholesaler, manufacturing defects, hazards, breach of warranty,

Products liability refers to the liability of any or all parties along the chain of manufacture of any product for damage caused by that product. This includes the manufacturer of parts (at the top of the chain), an assembling manufacturer, the , and the retail store owner (at the bottom of the chain). Products containing inherent that cause harm to a consumer of the product, or someone to whom the product was lent or given, are the subjects of products liability While products are generally thought of as tangible personal property, products liability has stretched that definition to include intangibles (gas), naturals (pets), real estate (accommodation), and writings (navigational charts). Products liability claims can be based on negligence, strict liability, or , depending on the jurisdiction within which the claim is based. In any jurisdiction one must prove that the product is defective or is not There are three types of product defects that incur liability in manufacturers and suppliers: design defects, , and defects in marketing. Design defects are inherent; they exist before the product is manufactured. While the item might serve its purpose well, it can be unreasonably dangerous to use due to a On the other hand, manufacturing defects occur during the construction or production of the item. Only a few out of many products of the same type are flawed in this case. Defects in marketing deal with improper instructions and failures to warn consumers of latent in the product.

Products liability is generally considered a strict liability offense. Strict liability wrongs do not depend on the degree of exercised by the defendant. A defendant is liable when it is shown that the product is defective.

It is irrelevant whether the manufacturer or supplier was careful or careless; if there is a defect in the product that causes harm, he or she will be liable for it.

English	French	Arabic
unless and until	sauf si, et jusqu'à ce que	إلا إذا وحتى
terms and conditions	termes	شروط
title	titre	عنوان
carrier	transporteur	ناقل
vendor	vendeur	بائع
sell	vendre	يبيع
loss-leader selling	vente à perte	بيع بالخسارة
sale	vente	بيع
hidden defect	vice caché	عييب خفي
precision	précision	دقة
approval	approbation	موافقة
fabrication	fabrication	تصنيع
ownership	propriété	ملكية
expiry date	date d'expiration	تاريخ انتهاء الصلاحية

Exercise - Terms and Conditions of Sale

Complete the extract from a contract with the following words and expressions:

agents or employees, in whole or in part, modification or cancellation, specifications and weights, written and signed, expenses and costs, manufactured or shipped, null and void, unless and until, variation or addition.

The present conditions set out the terms and conditions which shall apply to the sale of a “product” by Société FranceCable (hereinafter referred to as SFC), the term “product” designating any goods manufactured by SFC or any service carried out or provided by SFC.

Any order for a product made by the buyer to SFC necessarily implies the buyer’s unreserved acceptance of the present terms and conditions of sale and render any terms and conditions included in the buyer’s sales documents.

No to a contract shall be binding on the seller in writing and signed by the seller. Any terms and conditions stipulated at whatever moment in time by the buyer shall, unless expressly authorized, be void.

1. Orders and Modifications:

a. No purchase agreement shall become effective without the seller’s written confirmation. Orders taken by shall only be binding on the seller if there is confirmation. Delivery of products may also be construed as acceptance.

b. No modification or cancellation of the order shall be taken into consideration unless the is in writing and is received before the products are in the case of products in stock. In the event of a modification or cancellation by the seller, no deposits made shall be refunded. In addition, the buyer shall indemnify the seller for any loss, damage, incurred by the seller, to which is to be added a sum representing 5% of the total order price net of tax.

c. The indicated are approximate. The seller reserves the right to deliver orders with +/- 3% tolerance unless otherwise stipulated at the time of order.

Products Liability Terminology Table

French	English	Arabic
abîmé	damaged	معطوب
acceptation de risque	assumption of risk	قبول المخاطر
action en justice	suit	دعوى قضائية
après-vente	after-sales	ما بعد البيع
aux risques de l'acheteur	caveat emptor	عامل مسؤولية المشتري
avertissement	warning	تحذير
cause directe	proximate cause	سبب مباشر
certification	certification	شهادة/توثيق
charge de la preuve	burden of proof	عبء الإثبات
clause d'exclusion	exclusion clause	بند الإقصاء
Code de commerce	Commercial Code	قانون التجارة
conditionnement	packaging	تغليف
conditions générales	standard terms	شروط عامة
conformité	fitness for purpose	مطابقة الغرض
consommation	consumption	الاستهلاك
contamination	contamination	تلوث
danger	hazard	خطر
décharge de responsabilité	disclaimer	إعفاء من المسؤولية
déclaration inexacte	misrepresentation	تصريح خاطئ
déclaration inexacte dolosive	fraudulent misrepresentation	تصريح احتيالي خاطئ
déclaration inexacte innocente	innocent misrepresentation	تصريح بريء خاطئ
défaut de conception	design flaw	عيب في التصميم
défaut de fabrication	manufacturing defect	عيب في التصنيع
défectueux	defective	معيب
dénaturation des faits	misrepresentation	تشويه الحقائق
denrées alimentaires	foodstuffs	مواد غذائية
description d'achat	purchase description	وصف الشراء
détaillant	retailer	بائع تجزئة
détérioration	deterioration	تدهور
diligence	care	عناية
distributeur	distributor	موزع
durée utile	shelf life	مدة الصلاحية
étiquetage	labelling	وضع العلامات
fabricant	manufacturer	مصنع
faute entraînant un partage de responsabilité	contributory negligence	خطأ يترتب عليه المسؤولية المشتركة
fiabilité	reliability	موثوقية
fiche de garantie	warranty registration card	ورقة الضمان
fournisseur	supplier	مزود
garantie	guarantee, warranty	ضمان
garantie contre vices de matériaux et de fabrication	warranty against defects in materials and workmanship	ضمان عيوب المواد والتصنيع
garantie de qualité marchande	warranty of merchantability	ضمان قابلية البيع

garantie expresse	express warranty	ضمان صريح
garantie implicite	implied warranty	ضمان ضمني

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