

Purchasing Terms and Conditions

October 2014, Page 1/2

I. General terms and conditions

1. These general purchasing terms and conditions apply to all purchases made by Alteme Licht AG. By accepting and fulfilling our order, the supplier accepts our general delivery terms and conditions as the only valid basis of our contractual relationship. The general delivery terms and conditions of the supplier only apply, if we have explicitly accepted them in writing.
2. If the supplier does not wish to accept our purchasing terms and conditions, he must reject our order. Otherwise, our purchasing terms and conditions are deemed accepted.

II. Order and order confirmation

1. Only written orders made on our order forms are valid. Verbal arrangements and amendments to an order, made over the phone or in person are only valid if followed up by a written confirmation from us.
2. All orders must be confirmed in writing and without delay upon receipt by the supplier. The order confirmation must be received by Alteme Licht AG within 2 working days. Unless the order already includes the price and/or the date of delivery, this information must be forwarded by the supplier in the order confirmation. In this case, the quoted price and/or date of delivery are only binding, if Alteme Licht AG does not object to them within 7 working days.
3. Orders must not be subcontracted, in part or in full, without the explicit written consent of Alteme Licht AG. The supplier shall guarantee the quality of all parts supplied by subcontractors.
4. Each order from Alteme Licht AG bears a unique order number. This order number must be quoted on all documents relating to this order, in particular on the order confirmation, the invoice, the delivery dockets, shipping papers, packing list, etc.

III. Prices and payment terms

1. The prices quoted in orders are net prices. The agreed price shall include delivery free domicile, including all packaging, transport costs and transport insurance, unless agreed otherwise between the parties.
2. Packing and other transport material shall only be returned to the supplier if agreed separately.
3. In the event of purchases where the parties have agreed that the price does not include packaging material, the packaging material must be itemised separately at cost price.
4. In exceptional cases where the parties have agreed that prices are quoted «ex works» or «ex warehouse», the respective consignments must be shipped at the lowest possible cost, unless Alteme Licht AG explicitly requests a specific method of transport or if there is a risk of damage to the consignment. Additional costs arising from unsuitable methods of shipping shall be borne by the supplier. This also applies in cases where fast freight delivery is required in order to meet the agreed delivery date.
5. Any freight-charge differences, e.g. for express delivery / fast freight / courier due to late dispatch by the supplier shall be payable by the supplier.
6. All invoices must meet the legal minimum requirements and bear the order number. If the supplier is obliged to charge VAT, the VAT charged must be shown separately in the invoice.
7. Payment in full shall be made within 30 days from the date of receipt of the invoice and the complete consignment free of defects, or as agreed between the parties.

IV. Delivery time

1. The agreed delivery times and dates are binding. A delivery is deemed on time, if it is received at the agreed destination within the agreed timeframe. If a delivery is not made on time, the supplier shall be in default without the need to issue a reminder on the part of Alteme Licht AG.
2. If the supplier has reason to believe that he is not in a position to fulfil the contract in full or in part by the agreed delivery date, he must notify Alteme Licht AG without delay, stating the reasons for this incapacity and the expected delay. The supplier is obliged to make any reasonable effort to prevent delayed deliveries or to procure a replacement delivery from a third party, at his own cost. Claims by the supplier that Alteme Licht AG has failed to submit the necessary documents or other items relevant for the fulfilment of the order shall only be accepted, if they are made in due time and, in the case where a deadline for the submission of such documents or items has been agreed, the supplier has reminded Alteme Licht AG of its obligations in due course.
3. Early deliveries shall only be accepted if agreed in advance in writing.

V. Delivery

1. If the delivery is not accompanied by the required delivery docket(s) or if these documents do not quote the order number and/or product designation, the delivery is deemed defective. Insofar as such a defect is detectable by Alteme Licht AG, it shall notify the supplier of any such defect. In such a case, the delivery is only deemed complete when the missing information is supplied. Until this information is received, Alteme Licht AG shall store the consignment at the expense of the supplier.
2. All deliveries must be made during the delivery times of Alteme Licht AG: Monday-Friday, 07:00-12:00, 13:00-16:30.
Deliveries outside these hours must be arranged in advance with the incoming goods department.
3. Deliveries cannot be made on public holidays or on the day of the local «May Procession» that normally takes place in June.
4. The quantities quoted in the order must be adhered to. Deviations of maximum +/- 10% of the quoted quantities shall only be accepted, if no specific reference to exact quantities is made in the order. The difference in value between the ordered and the actually delivered goods must however not exceed CHF 1000.00.

VI. Transfer of risk

Risk and title in the goods shall be transferred to Alteme Licht AG upon acceptance of the goods, provided that they are accompanied by the necessary delivery dockets quoting the order number. Otherwise, risk and title in the goods shall only be transferred at the time of receipt by Alteme Licht AG of the delivery dockets with complete order details.

VII. Warranty

1. By accepting the goods, Alteme Licht AG shall not imply that all contractual obligations on the part of the supplier are deemed fulfilled. This also applies to partial deliveries.
2. Normally, Alteme Licht AG and the supplier shall make prior arrangements regarding the type, quality, quantity and packaging of the goods to be supplied. If there is no such agreement, the statutory regulations apply. For samples, the parties must at least have agreed on the type and quality of the product.
3. Where the Alteme Licht AG and the supplier have entered into a quality assurance agreement, the inspection and notification duties of Alteme Licht AG have precedence over the regulations laid down in the quality assurance agreement.

VIII. Documentation, forms and manufactured goods

1. All models, samples, and documents, including drawings, calculation and production documents, as well as moulds and templates made available by Alteme Licht AG to the supplier shall remain the property of Alteme Licht AG.
2. They must not be made available to third parties or used for purposes other than those specified in the supply contract, unless expressly permitted by Alteme Licht AG. This also applies to products manufactured on the basis of the above documents and items. All models, samples, and documents, including drawings, calculation and production documents, as well as moulds and templates must be stored and handled in such a way that they cannot be seen or used by unauthorised parties.
3. Upon a breach of clause 1 or upon termination of the supply contract, Alteme Licht AG shall be entitled to demand the return of the relevant documents and moulds and manufactured products. Alteme Licht AG shall also be entitled to demand return of these documents and items, if it has cause to believe that the supplier is unable to meet its contractual obligations.
4. Wiring diagrams, programs, control circuits, etc. and modifications to these items must be documented in electronic format.

IX. Confidentiality

1. The supplier must handle as confidential all information regarding the products, production methods and trade secrets disclosed to him in the course of the contractual relationship. The supplier must take adequate measures to ensure that his employees, agents and representatives are bound to confidentiality.
2. The duty of confidentiality shall not apply to information in the public domain or to information obtained by the supplier outside the scope of the contractual relationship with Alteme Licht AG.

Purchasing Terms and Conditions

October 2014, Page 1/2

X. Moulds

1. All moulds made available to the supplier by Alteme Licht AG for the fulfilment of the supply contract shall remain the property of Alteme Licht AG. The moulds made available by Alteme Licht AG must be handled with the necessary care and insured by the supplier. All costs for servicing, repairs and insurance shall be payable by the supplier.

2. Upon termination of the contractual relationship or in the event of breach of clause 1, Alteme Licht AG shall be entitled to demand the return of the moulds. Alteme Licht AG shall also be entitled to demand return of the tools, if it has cause to believe that the supplier is unable to meet its contractual obligations.

3. This also applies in cases where the supplier only issued invoices for parts of the mould costs to Alteme Licht AG.

4. Alteme Licht AG shall pay its share of the mould costs only after submission of a conforming reference sample produced with the respective mould.

XI. Termination of contract

1. In the event of breach of clause IX-1. or X-1., Alteme Licht AG shall be entitled to terminate all not yet fulfilled contracts with immediate effect.

2. In the event of series defects, Alteme Licht AG shall grant the supplier a reasonable period of time for the repair of the defect. If the problem is not rectified within this period of time, Alteme Licht AG shall be entitled to terminate all contracts relating to the affected products with immediate effect.

3. Notice of termination must be given in writing.

XII. RoHS Directive

The supplier is obliged to comply with the limits laid down in the RoHS Directive (2011/65 EU) as applicable at the time of delivery.

XIII. Spare parts/replacement

1. For five years from the delivery of the last consignment, the supplier is obliged to provide Alteme Licht AG on request with spare parts on reasonable terms and conditions and to assist Alteme Licht AG in performing repairs.

2. The supplier must make replacement deliveries as required within a reasonable time and to notify Alteme Licht AG in writing of the date of the replacement delivery.

XIV. Final provisions

1. The place of fulfilment is Aarau, Switzerland. Any disputes arising from a supply contract made under these Purchasing Terms and Conditions shall be settled before a competent court at Aarau, Switzerland. All contracts shall be governed by Swiss law.

Alteme Licht AG
Purchasing Department