



## ALTAIX ELECTRONICA\_ GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

**1. Contract between the Parts.** The reception of the Purchase Order by the supplier, is considered confirmed when receiving an e-mail response from the destination server confirming that the email with the order attached has been displayed. The Supplier has 7 calendar days from the reception of the Purchase Order to express to ALTAIX objections to the same one, including the present Conditions, after this date it will be understood that the corresponding contract between ALTAIX and the Supplier has been effective. The date of his effects will be the one of receipt by the Supplier of the electronic Purchase Order, whose terms and conditions will prevail over any others.

**2. Packaging and Delivery.** (a) The goods to be delivered will be duly packed to prevent any damage during shipment. (b) The destination address should be that one defined in the purchase order (c) The delivery must include all the documentation detailed in the purchase order. ALTAIX will not be obliged to accept any shipment received without a delivery note which states the number of packages, the weight of the goods, the unit of measure, the amount and reference number of the goods, the relevant purchase order number, together with the relevant transport documentation. (d) When the delivery consists of electrical or electronic devices sensitive to electrostatic discharges (ESD), the packaging must be appropriately labelled as such.

**3. Delivery Times.** Delivery will take place on the date specified in the order. The supplier will immediately notify ALTAIX in writing of any delay foreseen as regards the delivery and will do his utmost to make up lost delay and in any case to minimize such a delay. In the event of failure to comply with the delivery terms, ALTAIX will be entitled: (I) either to deduct or to recover two per cent (2%) of the order price from the supplier for each delay of one week with a maximum of 10% or (II) to cancel the purchase order due to the non-compliance of the supplier, through written notice addressed to the supplier or (III) to a combination of paragraphs (I) and (II). All damages affecting ALTAIX which exceed the amounts collected from the supplier under paragraph (I) will be fully charged to the supplier.

**4. Reception and Acceptance.** (a) No goods will be considered accepted by ALTAIX until the ALTAIX quality inspection service has verified that the supply complies with the requirements set out in the order. If the supplier has not received any notification from ALTAIX once two months have taken place from the date of delivery of the supply, the goods will be tacitly understood to have been accepted, except in the case of force major duly accredited by ALTAIX. (b) Any goods rejected by ALTAIX due to not meeting the requirements in the purchase order or, if the amount delivered is in excess of the amount ordered, these may be returned by ALTAIX to the supplier at supplier's expense, in which case the supplier will be obliged to replace these goods by other goods which comply with the requisites of the purchase order within the shortest possible term agreed to with the purchaser, freight prepaid, unless ALTAIX issues instructions to the contrary.

**5. Inspection at Origin.** ALTAIX, its agents or the representatives of ALTAIX's clients will be entitled to access the facilities of the manufacturer to view the process for manufacturing or preparing the goods which are the subject matter of the purchase order and to attend tests and inspections carried out by the supplier. ALTAIX will notify the supplier of its intention to exercise these rights and the supplier will allow the ALTAIX representatives access to their premises as well as providing the means for such inspection and the specific co-operation of their employees. The inspections carried out will not imply the acceptance by ALTAIX of the goods or work which are the subject matter of the purchase order.

**6. Price, Method and Term of Payment.** (a) Prices will be considered to be fix, firm and not subject to revision unless otherwise stated in the purchase order. (b) Payments will be made by wire transfer at 60 days from receipt of invoice, unless other special conditions are agreed to by the supplier and ALTAIX. (c) If ALTAIX has specifically agreed that the supplier may adjust the final contract price by a price revision, in no case may such revision apply to those deliveries made at a later date than the date of the term agreed, for reasons not attributable to ALTAIX.

**7. Warranties.** (a) The goods delivered will be brand new and will comply with the technical specifications set out in the purchase order. (b) The warranty period on the products delivered will be one year from the date of reception at our premises. (c) The supplier will indemnify ALTAIX and its clients with regard to any claims by third parties in the event that the goods delivered involve an infringement of patents, copyrights or any other industrial or intellectual property rights. (c) The supplier is obliged to indemnify ALTAIX for all damages caused to it as the result of any non-compliance or claim under paragraphs (a) and (b) of this clause.



**8. Confidentiality and Industrial Property.** (a) The technical, financial or commercial documentation supplied verbally or in writing by ALTAIX to the supplier under the purchase order will remain the exclusive property of ALTAIX and its delivery will not grant any licence or assignment of ALTAIX's industrial or intellectual property rights to the supplier. The supplier may only use this information for the exclusive purposes of the purchase order and will restrict its internal disclosure to employees who require access such information. The supplier will not disclose any information supplied by ALTAIX to third parties without prior written authorisation from ALTAIX. (c) Any invention, design, documentation or technical information created or generated by the supplier under the purchase order will be the property of ALTAIX and the supplier will assign all the relevant rights to ALTAIX free of charge. (d) The supplier will notify ALTAIX of any improvement made to the goods which are the subject matter of the relevant purchase order.

**9. Maintenance of registers and documents.** The supplier will keep registered and filed all the data and documents related with test and inspection, certificates and any control data involved with the product production or the service processes. All these data and documents will be kept for at least 10 years after the delivery of the product or the service and could be kept in electronic support after the first two years. At the end of the period, the supplier will ask ALTAIX ELECTRONICA for allowance to destruct these documents.

**10. Suspension and Cancellation.** (a) ALTAIX is entitled at any time to totally or partially suspend the execution or supply contained in the purchase order for a maximum term of six months through written notification forwarded to the supplier. The supplier will immediately stop all work subject to the suspension order until ALTAIX authorises the supplier to resume the work or definitively cancels the order. In both cases, ALTAIX will pay the supplier any direct, duly evidenced cost incurred by the supplier as a result of the suspension of the purchase order. (b) If the supplier fails to comply with any of his obligations under the order, comes under temporary receivership, becomes bankrupt or cannot pay his debts, ALTAIX will be entitled to totally or partially cancel the order with immediate effect, through written notification addressed to the supplier. The supplier will indemnify ALTAIX for all damages resulting from the cancellation of the purchase order. (c) ALTAIX will have the right to cancel the order totally or partially at its convenience and at any time. In such cases, the supplier will have the right to charge for all the goods delivered to ALTAIX in accordance with the prices in the purchase order, and all the costs incurred up to the effective date of the cancellation. Such payment will be the sole compensation the supplier has the right to as a result of the cancellation and in no case must this accrue in excess of the order.

**11. Assignment or Sub-Contracting.** (a) The supplier will not be entitled to assign any part of the purchase order to a third party without the written authorisation of ALTAIX. (b) The supplier will not have the right to sub-contract work which exceeds 10% of the value of the order without the prior written authorisation of ALTAIX.

**12. Property of ALTAIX.** Any tool, equipment, part or material loaned from ALTAIX to the supplier under the purchase order will remain the property of ALTAIX and will be used only for the purposes of the purchase order. The supplier will identify each of the goods as the property of ALTAIX and will return each of them in good condition at the request of ALTAIX at any time. The supplier will insure these goods all risk, against damages, theft or loss and will full indemnify ALTAIX in such an eventuality.

**13. Changes.** Through a written notice, ALTAIX will be entitled to make changes to the goods or services to be supplied or rendered by the supplier or to modify the delivery date. In the event that these changes involve an increase or reduction in the cost of the supply in order to comply with the purchase order, the effects of this impact will be negotiated by the parties and the resulting agreement will entail the amendment of the purchase order. Until this agreement is reached, the supplier will continue to execute the order, including the change.

**14. Safety at Work.** Together with the equipment or material supplied, the supplier undertakes to send the instructions for use, storage or any other instructions needed for the proper prevention of risk at work arising from the use and handling of the equipment or material and these will be governed by the current legal provisions, regulations and standards for safety, health and hygiene at work which apply to the order.

**15. Protection of the Environment.** ALTAIX recommends that its suppliers comply with the applicable environmental standards as well as using the best resources and practices to prevent or, possibly, rectify actions which negatively affect the conservation of the environment. Any specific requirement of the environmental legislation may be included in the purchase order.

**16. Law and Jurisdiction.** This purchase order is subject to Spanish Law and any disputes between the parties will be submitted to the Courts and Tribunals of Madrid for definitive settlement.