

## General Terms and Conditions

### 1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Altern" means Altern Limited (C 45287) having its registered office at KW17A, Corradino Industrial Estate, Paola PLA 3000, Malta;
- 1.2. "Client" means any person, whether natural or legal, with or without legal personality, who purchases Goods and Services from Altern.
- 1.3. "Consumer" means a Client who is a natural person who purchases Goods and Services from Altern for purposes which are outside his trade, business, craft or profession.
- 1.4. "Goods" means the articles specified in the Quote;
- 1.5. "Order" means any notice by which the Client accepts the Quote and instructs Altern to provide the Goods and Services specified in the Quote.
- 1.6. "Party" means either the Client or Altern as the context requires. "Parties" means both Client and Altern;
- 1.7. "Payment Terms" means the instructions set out in the Quote detailing how the Client is to effect payment for the Goods or Services specified in the Quote, provided that the Quote is accepted by the Client and an Order placed.
- 1.8. "Quote" means a statement of work, proposal or other similar document describing the Goods and Services proposed by Altern to be provided to the Client;
- 1.9. "Services" means the services specified in the Quote;

1.10. "Terms and Conditions" means this document, the Quote, and any other special conditions agreed between the Parties.

### 2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by Altern to the Client and shall prevail over any other documentation or communication from the Client.
- 2.2. The provision of the Goods and Services shall be regulated by the terms of the Quote and these Terms and Conditions. In the event of a conflict between these Terms and Conditions and the Quote, the Quote shall prevail.
- 2.3. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by Altern.
- 2.4. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which Altern may be entitled in relation to the Goods and Services by virtue of any law, subsidiary legislation, or regulation.

### 3. ORDER

- 3.1. The Quote attached to these Terms and Conditions shall remain valid for a period of 30 days. It shall be in Altern's sole discretion whether to extend the period of validity of the Quote.
- 3.2. For a Quote to be deemed accepted and an Order placed, a confirmation by the Client of the Quote shall be sufficient. Provided that, in any case, an Order should not be deemed accepted unless it is confirmed by Altern.

### 4. PRICE AND PAYMENT

4.1. The Client undertakes to pay the total price shown on the Quote (inclusive of all charges, tax and VAT) in accordance with the Payment Terms.

4.2. Unless otherwise agreed, payment shall be due in full immediately upon delivery in the case of Goods or upon completion in the case of Services.

4.3. Unless otherwise agreed, payment for Goods or Services shall be made within 30 days of it becoming due in accordance with the Payment Terms, Altern shall be entitled to charge interest at the highest rate prescribed by law. Altern shall also reserve to right to pass on information to third-party credit control and debt collection agencies insofar as permitted by the applicable laws regulating the processing of personal data of individuals.

4.4. Charges, fees or disbursements that are not possible to calculate upfront and therefore not possible to include in the Quote shall be deemed to constitute a part of the total price that the Client undertakes to pay to Altern when they become due.

4.5. If, throughout the course of the relationship between Altern and the Client, the Client requests changes to the deliverables listed on the Quote and Altern agrees to such changes, the Quote shall be considered as if it had been issued with such changes.

### 5. DELIVERY

5.1. The date of delivery of the Goods and Services specified by Altern in the Quote is an estimate only. Client acknowledges, understands and accepts that time for delivery is merely indicative and as such, Altern shall, in no circumstances directly or

indirectly, be liable for any loss, costs, damages, charges, expenses caused directly or indirectly by any delay in the delivery of the Goods and Services, especially when delay in the delivery of the Goods and Services is a result of other delays affecting Altern in the provision of the Goods and Services.

5.2. Unless otherwise agreed, Goods shall be collected by the Client from Altern's premises as defined by Altern, in which case all risk in the Goods shall pass to the Client on collection or the lapse of the day on which the Goods are ready for collection, whichever is the earliest. Alternatively, Altern may agree to deliver the Goods at a place indicated by the Client in which case the Client shall bear the cost of delivery. In the case of delivery, all risk in the Goods shall pass to the Client upon delivery.

## 6. QUALITY OF GOODS

6.1. Client shall be bound to inspect the quality of the Goods immediately upon pick up/delivery. Delivery of the Goods shall imply that such Goods have been properly inspected and that Goods have been found to be in good form, condition, and shape.

## 7. WORKING HOURS

7.1. The standard working times shall be Monday to Friday between 0600hrs and 1800hrs. Any work done beyond these hours may be charged at an appropriate additional rate.

## 8. CANCELLATION POLICY - CONSUMER

8.1. Consumer shall have the right to cancel the Order for the Goods and Services by not later than 14 days from the day of delivery of the Goods or the confirmation of the Order in the case of Services.

8.2. To exercise the right to cancel an Order, the Consumer must inform Altern of such decision by an unequivocal statement submitted before the cancellation period expires.

8.3. Reimbursement shall be subject to the Consumer returning the Goods to Altern by not later than 14 days from the day on which Consumer communicates his decision to cancel the Order. Any costs associated with the return of Goods shall be the sole responsibility of the Consumer.

8.4. With respect to Services, Consumer acknowledges and accepts that the right to cancel the Order shall be deemed forfeited if the performance of such Services begins and the Consumer shall have failed to exercise his rights under this Section.

8.5. The applicable exceptions to the right of cancellation and withdrawal found in Article 18 of the Consumer Rights Regulations (Subsidiary Legislation 378.17) shall apply to Goods and Services sold by Altern as governed by these Terms and Conditions.

## 9. CANCELLATION POLICY – GENERAL

9.1. Client shall have the right to cancel the Order for the Goods and Services by not later than 14 days from the day of delivery of the Goods or the confirmation of the Order in the case of Services.

9.2. The right to cancel shall not apply to Goods that are custom-made or to Services if the performance of such Services has already commenced. For the avoidance of doubt, custom-made means any Goods made to Client's specifications or otherwise clearly personalised.

9.3. Reimbursement shall be subject to the Client returning the Goods to Altern by not later than 14 days from the day on which the

Client communicates his decision to cancel the Order. Any costs associated with the return of the Goods shall be the sole responsibility of the Client.

## 10. WARRANTIES

10.1. **Authority to Conclude.** Client represents and warrants that it has full legal power and authority to bind itself with these Terms and Conditions and to perform the obligations hereunder.

10.2. **Licenses, Permits and Consents.** Client represents and warrants that it holds all licenses, permits, consents and authorizations required under any law in relation to the receipt of the Goods and Services.

10.3. **Services Warranty.** Altern warrants to the Client that the Services will be provided with due care and skill and in accordance with all applicable standards, principles and practices.

10.4. **Commercial Guarantee.** Altern warrants to the Client that Goods supplied will be free from defects in design, material or workmanship and, when used in strict compliance with product specifications and instructions provided by Altern (including the periodical maintenance as may be required), Goods will function in good working order and shall continue to function as they are reasonably expected to function. ("**Commercial Guarantee**"). This Commercial Guarantee shall be valid for two (2) years from delivery of the Goods. Where there is a valid claim during such period, Altern shall in its discretion, either repair the Goods, or replace the Goods or refund the price for such Goods. To benefit from the Commercial Guarantee, the Client must notify Altern in writing of any lack of conformity.

10.5. The Commercial Guarantee in the last preceding article shall

extend to the Client and to each successive buyer, provided the Goods are delivered to the successive buyer within the prescribed term of the Commercial Guarantee.

10.6. The Commercial Guarantee shall not apply in the following cases: 1) If the Client was aware, or could not reasonably be unaware, of the lack of conformity, or where the lack of conformity has its origin in materials supplied by the Client; 2) If repairs are necessitated by the use of the Goods other than proper use; 3) If repairs become due to reasonable wear and tear; 4) If consumables or components of the Goods are reasonably expected to require periodic replacement; 5) If damage or defects result from misuse, abuse, accidents, alterations, operation, treatment or improper installation of the Goods whether such damage or defects are caused by the Client or successive owners of the Goods; 6) If corrective work necessitated by repairs was made by anyone other than Altern or a person approved by Altern; 7) If damage or defects are caused by neglect, accidents, fire, liquids, chemical, other substances, water intrusion, flooding, vibrations, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, other external forces and impacts, including damage or defects or effected by the weather.

10.7. The Commercial Guarantee on supply only projects shall not include associated labour costs.

10.8. Any ancillary costs, including but not limited to, erection of scaffolding, rental of lifting devices and permits from public authorities, are not included in the Commercial Guarantee and shall be at the sole charge of the Client.

#### 10.9. **Third-Party Warranties.**

Goods supplied may sometimes be sourced from third-party manufacturers or suppliers ("**Third-Party Products**"). To the extent that any third-party warranties ("**Third-Party Warranties**") have not been extinguished for any reason, Altern hereby assigns, without further action, any and all existing assignable Third-Party Warranties. Furthermore, Altern grants to the Client rights of subrogation relating to any claim which Altern may have under such Third-Party Warranties. Client hereby releases Altern from any liability in respect of any defect or lack of conformity of any kind in any Good if the Good is covered by a Third-Party Warranty, in which case Altern shall seek any remedial action directly against the issuers of said Third-Party Warranties. For the avoidance of doubt, delivery of Goods and labour is not included in Third-Party Warranties.

## 11. MISCELLANEOUS

11.1. **Changes.** Altern has the right to change, alter or modify these Terms and Conditions, provided

that where such change, alteration or modification effects the price paid in consideration for the Goods and Services, Altern shall give written notice to the Client.

11.2. **Severability.** If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating or making unenforceable the remainder of these Terms and Conditions.

11.3. **Waiver.** No failure or delay of Altern to exercise or enforce any right provided under these Terms and Conditions shall act as a waiver of such rights.

11.4. **Force Majeure.** No delay or default in the performance of any obligation by Altern shall constitute a breach of these Terms and Conditions to the extent that such default is caused by force majeure, including but not limited to, fires, strikes, riots, pandemics, acts of God and government interference or control.

11.5. **Choice of law and jurisdiction.** The sale of the Goods and provision of the Services, as well as these Terms and Conditions shall be governed and construed in all respects in accordance with the Laws of Malta. Any dispute concerning these Terms and Conditions shall be resolved by referring the matter to the Maltese Courts of Law.