Terms & Conditions of ALCON Italy

1. Exclusive scope
ALCON Italy (from here referred to as ALCON) places order on the basis of its General Purchasing Conditions. By accepting our order, the supplier acknowledges the exclusive validity of these conditions for the contractual relationship. Other conditions do not then form part of the contents of the contract even if ALCON does not explicitly oppose them. These General Purchasing Conditions apply to follow-up orders even if no special reference is made to them in individual cases.

2. Offer and acceptance
Only orders placed in writing are legally binding. Orders placed verbally or over the telephone require written confirmation. Orders placed by ALCON shall be confirmed in writing within 10 working days of their receipt; otherwise ALCON is entitled to retract the order.

3. Execution
The supplier shall ensure that the ordered goods meet the agreed specifications, which are deemed to be guaranteed characteristics. If samples are submitted, the characteristics of the sample in terms of materials and processing are deemed to be guaranteed for all deliveries and replenishments. The supplier shall enclose with each consignment of chemical PRODUCTS a quality control certificate which, amongst other information, includes the following: test methods, test results as defined in the specification, batch and delivery identification numbers of the supplied PRODUCTS. The supplier shall keep a sample of each batch for two years beyond the date of packaging. The supplier confirms that ALCON is not under obligation to test the supplied PRODUCTS in any way, the PRODUCTS are released for use and that ALCON can rely on the quality control certificate of the supplier. Furthermore, the supplier warrants that the supplied PRODUCTS are registered and authorized in accordance with the EU REACH-Regulation in force at the date of supply. ALCON expect the supplier to ensure that production and quality assurance are performed using state-of-the-art techniques. The standards applicable for the goods ordered must be adhered to.

4. Approval for printing
With all printing orders, two sets of proof copies must be provided along with the manuscript.

5. Prices
The prices indicated in our order are understood to be fixed prices and, unless otherwise agreed, free to indicated forwarding address including packaging, customs formalities and customs and other requisite documentation.

6. Packaging
The supplier shall pack the goods in such a way that the integrity of the delivery is ensure during transport and shipment. Every shipment shall carry a detailed delivery note listing our order details, order number and order date. In addition, a separate consignment note shall be sent to us on the day when the goods are shipped.

7. Delivery date
The agreed delivery dates are binding. The supplier shall be liable for all losses arising from the delays. If it can be foreseen that a delivery date cannot be met, the supplier shall inform us immediately, indicating the reasons for the delay.

8. Transfer of risk and fulfillment
The place of fulfillment for the supplier and thus the place of relevance to the transfer of risk in the event of any destruction or deterioration of the goods shall be the destination indicated by us. Fulfillment shall not be deemed to have been completed by the supplier until the goods have been received by us or have arrived at the address indicated for delivery in an impeccable condition and ALCON is in possession of the demanded or requisite documentation and invoice.
If the delivered goods show any defects, the supplier at all events waives the objection of delayed notification if a complaint is received about obvious defects within 7 working days of the receipt of goods or a complaint is received about covered defects within 7 working days of their discovery.

9. Warranty
The supplier guarantees that the goods delivered have the promised characteristics, are in conformity with the state of the art and meet the pertinent requirements of the authorities and technical associations and that they do not contain defects which either cancel out or diminish the value of the suitability of the goods for customary use or for the use as stipulated in the contract.

The period of warranty is two years and begins with the acceptance of the goods at the destination. In the case of devices, machines and equipment, the period of warranty starts with the date of acceptance indicated in our written declaration of acceptance. The warranty period for spare parts begins with their assembly and start-up, at the latest 2 years after delivery.

For supply parts which cannot remain in operation during the investigation of a defect and/or procedures of remedy a defect, the current warranty period is extended by the time during which operations are interrupted. For repaired parts or parts supplied as replacements, the warranty period shall recommence from this point in time, exceeding the statutory interruption.

The warranty claim shall become barred by the status of limitations 6 months after notification of defect within the warranty period, but not before the end of this period.

10. Invoicing and payment
Invoices shall be submitted in two separate copies and may not be enclosed with the consignment of goods. Payment shall be made within 10 days less 2% discount or within 60 days without deduction. The payment term begins after the complete fulfillment of the contract by the supplier.

11. Set-off rights
ALCON is entitled to set off any receivables owed to us or another group company of ALCON by the supplier or one of the supplier’s group companies against any receivables owing to the supplier or one of the supplier’s group companies, for whatever legal reason, by an ALCON company.

12. Retention of title
ALCON reserve their proprietary rights and copyright to illustrations, drawings, calculations and other documents. They may not be divulged to third parties without our explicit written consent and must only be used exclusively for production on the basis of our order.

The documents must be handed over immediately upon request and returned to us unsolicited at the latest when the order is completed.

The supplier shall treat in confidence all documents and information provided with the order. The supplier is liable for all losses which arise from a breach of this obligation.

13. Product liability
Insofar as the supplier is responsible for the product damage, he shall release us from any third-party claims for damages on first demand if the cause lies within the sphere of control and organization of the supplier.

In this context, the supplier shall also reimburse any expenses which arise from or in association with any recall campaign which ALCON has to conduct.

14. Place of fulfillment
Place of fulfillment for supplies and services shall be the place indicated by ALCON.

15. Applicable law and venue
For this contractual relationship, Italian law shall apply with explicit exclusion of the UN convention of the International Sale of Goods. Customary trade clauses are to be interpreted according to the respective valid Incoterms. The venue shall be of ALCON’s choosing and shall be either the Court of Milan or the general place of jurisdiction of the supplier.