

This document has been generated by the program. The acceptance of this Purchase-Order (hereinafter - the "Agreement") shall mean the acceptance of specified delivery terms of supply of the Good / rendering of Services / execution of Works.

This Agreement applies to the following terms and conditions:

1. The Supplier is obligated within 2 (two) working days from the moment of receipt to confirm to the Customer receipt of the Order specified in the Agreement. If any changes are made, immediately contact the Purchasing Department of the Customer.
2. References to the number of this Agreement are mandatory in all and any documents including the payment bill and the correspondence relative to the Services/Works/Good under this Agreement.
3. Payment documents shall be delivered to the Customer's address under this Agreement..
4. Contractor/Supplier (hereinafter and formerly - the "Supplier") shall undertake to render Services/performance/Supply the Goods (hereinafter and formerly - "Services/Works/Good") to the Customer/Buyer (hereinafter and formerly - the "Customer"). The Supplier shall act with due professional skills, diligence and in good faith in accordance with all the instructions and guidelines provided to Supplier by the authorized representative of the Customer on any issue related to Services/Works/Good, as well as in accordance with the legislation of the Russian Federation.
5. The Supplier shall keep confidential all information obtained by or made available to it hereunder in connection with products or business activities of the Customer or its affiliates.
6. Unless the Section "Payment Terms" of this Agreement sets another term of payment, are guided by the provisions of the Contract.
7. The cost of the Services/Works/Good under this Agreement shall be fixed in the Russian Rubles. To the value added tax (hereinafter and formerly - "VAT") shall apply the rules established by the legislation of the Russian Federation.
8. In case of rendering services / performing works, the Supplier shall undertake to make the Act on Service Acceptance Act or Act of Acceptance of Works (hereinafter and formerly - "Act") available to the Customer within ten (10) calendar days from the date of completion of services rendering / works performing, unless another term is specified in the Contract. The Supplier shall provide the Customer with the bill for the Services / Works rendered.
9. In the case of the supply the Good, the Supplier shall transfer to the Customer the original bill, invoice (if the Supplier is a VAT payer) and Delivery note and consignment note (if applicable) at the same time as supply the Good.
10. In case of failure to provide the Act on Service Acceptance Act and/or Act of Acceptance of Works and/or Delivery note and/or consignment note, or in case of providing the incorrect bill, the Act on Service Acceptance Act or Act of Acceptance of Works and / or the Delivery note and/or consignment note and the invoice (if the Supplier is a VAT payer) other than those meeting the law requirements of Russia, the Customer shall be entitled to delay the payment for the Services / Works / Good to the Supplier up to the date of receiving documents properly executed, without applying sanctions to the Customer under the Contract and/or the laws of Russia for the delay in the payment obligation discharge.
11. Should any of the Services / Works rendered / Good delivered by the Supplier fail to meet conditions hereof or the Customer's requirements, then the Customer may demand at its own discretion that the Supplier should remedy immediately any defects in any part of the Services / Works rendered / Good delivered at the Supplier's cost and expense or charge a third party with rendering Services /Works / delivering Good from the start or complete the same at the Supplier's sole cost and expense.
12. The Supplier shall warrant that it has been registered and is performing activities thereof validly and in accordance with the legislation of the Russian Federation and has full capacity for discharging its obligations hereunder.
13. The Supplier shall advise the Customer continuously on the progress in rendering Services / performing Works / delivering Good and inform it immediately upon the first demand on circumstances impeding rendering Services / performing Works / delivering Good for the prevention of losses (including contingent losses), lesions, complaints and expenses, as may be incurred by the Customer and / or any other person, arising out of or in connection with any instance of impossibility for the Supplier to discharge its obligations hereunder to the full extent. Upon the delivery of the Good, the ownership, risks of accidental lesion or loss of the Good shall pass to the Customer on signing the Good consignment note.
14. The Supplier shall not use the information on relations with the Customer and / or the Customer's name for its advertising or other purposes without the Customer's written consent.
15. This Agreement shall take full force and effect from the moment it is signed by the Parties.
16. The Supplier is obliged to send to the Customer the original of this Agreement signed by duly authorized person and stamped. Before having received the signed originals, the Parties shall acknowledge the Agreement sent and received thereby by fax and/or email as the duly executed document serving the basis for the fulfillment of the obligations and being in full force and effect.
17. In any matter not envisioned by this Agreement, the Parties shall be guided by the provisions of the Contract.
18. This Agreement is signed in two copies (one for each Party). In the event of inconsistencies between the texts in English and in Russian, the Russian text shall prevail.
19. The Customer promotes the societal and environmental values of the United Nations Global Compact to its external suppliers and uses its influence where possible to encourage their adoption. The Supplier shall:
 - >comply with the Alcon's Third Party Code of Conduct which can be viewed and downloaded from <https://www.alcon.com/about-us/responsible-business-practice> (you may request a copy from Alcon);
 - >provide information/documentation on reasonable request to Alcon to allow us to verify compliance with the Alcon's Third Party Code of Conduct in the form requested;
 - >to rectify identified non-compliances with the Alcon's Third Party Code of Conduct (where capable of remedy) and report remediation progress to Alcon on request;
 - >ensure that where Supplier and/or subcontractors/agents of Supplier and its Affiliates have been pre-approved by Alcon (in accordance with this Agreement) to provide the services that such third parties also comply with the above requirements relating to the Alcon's Third Party Code of Conduct.The Supplier acknowledges and agrees that the Alcon's Third Party Code of Conduct forms an integral part of this Agreement and understands that failure to adhere to these standards and/or obstructing/refusing Alcon' audit rights as stated in the Alcon's Third Party Code of Conduct shall constitute a material breach of this Agreement and entitle Alcon to immediately terminate the Agreement by written notice, not to accept and pay for such services rendered with the violation of the present clause.

Signature of the Supplier _____

Signature of the Customer _____