

SPECIAL INSTRUCTIONS FOR SUPPLIERS

1. PERIOD OF VALIDITY AND REVOCABILITY OF ORDERS

This Offer to purchase is considered to be in effect as of its date and, unless unconditionally accepted in writing by the SUPPLIER under the terms established in the following paragraph, shall be freely revocable by ALCON HEALTHCARE, S.A. ("ALCON").

2. CONCLUSION OF THE PURCHASE-SALE CONTRACT

The contract shall be concluded when ALCON receives from the SUPPLIER, in writing, and in a clear and unconditional manner, acceptance of the Order in all its terms. Therefore, any counteroffer or reply from the SUPPLIER that contains any modification of any of the terms or conditions stated herein shall not be considered as acceptance and the offer shall become invalid unless ALCON expressly notifies the SUPPLIER of their acceptance, in writing, of any modifications that the SUPPLIER may have, in turn, proposed.

3. DELIVERY

- 3.1 The delivery date(s) stated in this Order are considered an essential condition of the Purchase-Sale Contract and, as a result, ALCON, at their discretion, may unilaterally cancel the Purchase-Sale Contract if they are not respected, or file a demand for non-compliance of the Contract with compensation, if proceeding, for any damages caused.
- 3.2 All goods and/or services covered by this Order will be delivered at the premises of ALCON unless the contrary is expressed by writing. Delivery of material and/or service must be accompanied by a delivery note, including the order number, code and description of Alcon, lot, units, number of packages and total amount. Packages delivered must be labeled with the reference of goods they contain. Shipping labels, packaging, invoices and correspondence must contain our purchasing order number as a reference. Their omission may cause delay in the verification and payment of invoices and even the return of the goods.
- 3.3 The SUPPLIER shall be responsible for transport of the goods purchased to the place of delivery using suitable means, and if applicable, in accordance with the indications and specifications stated on the Order document. As a result, the SUPPLIER shall obtain all the documentation necessary to this effect and provide ALCON with that necessary so that the latter obtains possession of the goods on arrival at the delivery site.
- 3.4 In any case, ALCON reserves the right to ask the SUPPLIER to suspend scheduled deliveries in the event of severe industrial disorders, strikes of carriers, or for any other similar cause, including force majeure that directly or indirectly affects, or could affect, ALCON, or which could reasonably affect the goods object of the order.

4. RECEPTION

- 4.1 All the goods object of this Purchase-Sale Contract shall be subject to inspection and final reception by ALCON, until which time ALCON may totally or partially reject goods delivered that do not comply in amount or quality to that agreed in the product specifications and/or in the Standard Purchase Description (SPD). All costs derived from rejection of the goods supplied being at the expense of the SUPPLIER, without prejudice to any other legal actions which could correspond to ALCON pursuant to the terms and conditions described herein, as well as the applicable legal provisions for non-compliance with the Contract and, in particular, those referring to latent defects.
- 4.2 Payment by ALCON for the goods object of this Contract shall not, under any circumstances, imply acceptance and final reception of the said goods.

5. SUPPLIER GUARANTEES

The SUPPLIER shall respond before ALCON accepting obligation for all the legal consequences that the said guarantees imply, including the following:

- 5.1 That they have the necessary legal capacity to carry out the sale of the goods referred to in this Order. That they are the legitimate owner of the goods delivered in the event of the corresponding purchase-sale agreement conclusion and that the said goods are not subjected to any duty, tax, embargo, lien or similar.
- 5.2 That the goods referred to in this Contract comply with all applicable administrative regulations and, in particular, health regulations.
- 5.3 That the goods object of this Contract, do not infringe any patent, utility model, trademark, author's rights, trade secret or similar.
- 5.4 That the goods object of this Contract, which is known by the SUPPLIER, are suitable for the purpose for which ALCON plans to use them and that they do not contain any defect that makes them inappropriate for this purpose. In the even of any issue which may have an impact on the final quality must be informed to Alcon immediately.
- 5.5 That the supplier shall maintain at all times before ALCON the legal possession of the goods object of this Contract and shall fully respond for any latent vices or defects they may have.
- 5.6 That the goods object of this Contract, have been manufactured pursuant to the specifications indicated in this Order. Any change in the manufacturing process or product specification must be notified to Alcon for acceptance in writing, prior to the realization.
- 5.7 That in the event that the goods purchased be machines, or other durable goods, it shall at all times, and during the whole service life of the goods, provide satisfactory after-sales technical service, including the supply of spare parts, which shall be invoiced at their market prices after the first guarantee period has elapsed.

6. SUPPLIER RESPONSIBILITY

The SUPPLIER shall respond before ALCON, and compensate the latter, for any damage, prejudice or expense incurred due to non-compliance of any of the agreements stated in these general conditions.

ALCON expects Suppliers with whom we work to comply with the law, to adhere to ethical business practices and to observe the Alcon Supplier Code. The Alcon Supplier Code and other codes, policies and guidelines can be found at <https://www.alcon.com/about-us/corporate-responsibility/business-conduct/ethics-governance-compliance>

Suppliers shall familiarize themselves with these codes, policies and guidelines and provide information on request to ALCON associates concerning labor, health and safety, animal welfare, anti-bribery and fair competition, and data protection and privacy practices, in the form requested and allow ALCON associates (or our nominated third party experts) adequate access for the purposes of auditing compliance with these standards. Suppliers will use best endeavors to rectify identified non-compliances and report remediation progress to ALCON on request. At ALCON' discretion, failure to adhere to these standards shall entitle ALCON to terminate without compensation. Supplier confirms that it has read and understood the ALCON Supplier Code.

7. RISK AND INSURANCE

The Supplier shall respond for all damages and losses that could occur to the goods object of this Purchase-Sale Contract until their delivery to the premises of ALCON or any other place designated by the latter for delivery of the goods and, therefore, shall contract all the insurance necessary to cover all types of risks to the said goods until delivery takes place and, in particular, for damage and transport.

8. PRICES

The prices charged by the SUPPLIER and indicated in the corresponding invoice shall be net, and clearly indicate and itemise any taxes and other charges such as insurance, freight, etc., as well as any discounts, if applicable. The invoices must be sent to the attention of the Accounts Department, and must include the corresponding order number. Standard Payment Terms is 60 days after invoice date; the payment is on 18th of each month.

Any variation that may take place on the prices indicated in this order, must be made in writing before delivery, and must be approved by ALCON. Should ALCON not indicate prices in its Order, they shall be understood to be those applicable on the date of the last Order made by ALCON to the SUPPLIER, unless the latter has duly notified ALCON of other, new prices.

Invoices should be sent by email as a PDF attachment to the following email address apes42.spain@bscs.basware.com.

9. MISCELLANEOUS

- 9.1 The present terms and conditions constitute the only stipulations governing the relationship between the parts, and therefore cancel any other document, order, conversation, etc., prior to, or later than, the date of the Order. In particular, this document cancels any printed or written general conditions of the SUPPLIER, even in the event that these contain a clause stipulating the contrary, unless conditions other than those included in this document are specifically accepted, and duly reflected in this order.
- 9.2 The return of this signed Order form implies that the supplier has read these terms and conditions and is in full agreement with the same. If, for any reason, the SUPPLIER does not return this form duly signed, ALCON reserves the right to interpret this fact as non-conformity with the Order and, therefore, the possibility of considering any Purchase Contract as nonexistent.
- 9.3 Alcon has de right to perform periodic audits at the supplier, agreed in advance.
- 9.4 Requirement for notification to Alcon in case of announced or unannounced Health Authority inspections, as applicable.

10. JURISDICTION

For any dispute or controversy arising in relation to the validity, interpretation and compliance with this Order/Contract, the parts expressly agree to abide by the jurisdiction of the Courts of the City of Barcelona, with express waiver, at the same time, of any other jurisdiction that could correspond to them.

"This wording is a literal translation of an original in Spanish. The translation is issued for information only and confers no rights upon the holder. In the event of disputes, the Spanish original shall be considered final and conclusive."