

### Purchase Order General Terms and Conditions

1. **Purchase Order (PO):** These terms and conditions will form part of the Purchase Order and constitute the entire agreement between the Parties. The Terms override all other terms or conditions contained in any quote, invoice, estimate, counter offer or any other document [except the Services / Purchase Agreement (SA) or Rate Contract (RC) covering procurement of the goods or services described in the PO] issued by the party on whom the PO is raised. Any act of acceptance, acknowledgement or of performance under the PO, would constitute acceptance of the Terms by the party on whom the PO is raised. The PO shall not be assignable in whole or in part by the Supplier/Service Provider without the prior written consent of Alcon.
2. **Price:** The Supplier/Service Provider represents and warrants the price is complete and no additional charges of any kind shall be added without Alcon's express written consent in advance. Supplier/Service Provider agrees that any price reduction for these or similar goods or services after placement of the PO but prior to payment will be applicable to the PO.
3. **General obligations:** Supplier/Service Provider represents and warrants that: (i) all goods and services used and provided during the performance of the services will be new, free from faults in design and fit for the purpose for which they are supplied; (ii) the goods will not be subject to any encumbrances, including any charge, lien, pledge or as any other security for payment of a monetary or other obligation; (iii) it will provide the services to the highest level of skill, care and diligence, including in accordance with any specified timetable and the services will be free from material defects as regards their performance, (vi) the services provided will be in accordance with best industry practices, (vii) it shall inform Alcon of any material change to the original information provided by it to Alcon at the time of evaluation of its proposal by Alcon, (viii) will be liable for all acts of omission, error, commission performed by any employee or collaborator of Service Provider, whether or not the activity is covered under the scope of Services under this Agreement, contrary to the directives of Alcon, and (ix) the Services shall be supplied and rendered with all due skill, care, promptness and diligence by appropriately experienced, qualified and trained personnel and executed in a professional manner and the contractor discharge its obligations under the SA/RC/PO with all due skill, care and diligence, including but not limited to good industry practice. Delay in receiving invoices or errors or omissions on statements or invoices shall be held to be just causes for withholding payments without losing on any discount privileges.
4. **Changes:** Alcon shall with reasonable prior notice, be entitled to make any amendments in schedule for packaging, time, place and schedule of delivery, method of transportation or service before the complete delivery of goods and/or services and the Supplier/Service Provider shall abide by all such changes. If such changes cause an increase or decrease in cost or the time required for performance of services or delivery of goods, then in that event and at the sole discretion of Alcon, an itemized claim for adjustment shall be made within a period of thirty (30) days of the notice of change in writing, and an equitable adjustment be made accordingly by the Supplier/Service Provider.
5. **Delivery:** All goods which are supplied under a valid PO shall mention the number on the delivery challan, invoice, packing list etc. along with the transporter copy accompanying the consignment. All original documents i.e. original for Alcon, commercial invoice, copy of delivery challan, photocopy of L.R, are to be sent to Alcon office address, after the dispatch of goods. Delivery challan/invoice/L.R should be issued from where the goods are dispatched. If any discrepancy regarding tax is found in documents, the extra tax shall be borne by the Supplier/Service Provider. Unless otherwise agreed, all goods ordered are to be supplied carriage paid to Alcon warehouse or the receiving depot specified in the PO and no charges for packing, boxing or crating will be accepted unless authorized by the PO. Alcon shall not be responsible for any demurrage, penalties, etc., becoming leviable on account of delay in delivery dispatch of railway receipts, L.R or any other shipping documents or for any other reason. All packaging must be suitable to withstand air, truck and rail shipment to its final destination, in accordance with standard commercial packing practices. A packing list must accompany all shipments. PO number, goods number (if available) and quantity must appear on all packages, invoices and other documents relatives to a PO. Goods delivered in excess of quantities ordered will not be accepted and all charges resulting from such delivery will be on Supplier/Service Provider's account.

6. **Cancellation:** Time being the essence of the PO, Alcon reserves the right to cancel the PO or any part thereof if delivery of goods or performance of services is not made within the agreed time lines as mentioned in the PO or the SA/RC, in which case Alcon may purchase or receive services from any other supplier. In that event, Supplier/Service Provider shall be liable to pay for the extra costs for procuring such quantity of goods or services.
7. **Acceptance:** The goods shall in every respect be equal to the agreed description and specification and to previously approved samples (if any) and/or submitted (if any) and shall be subject to Alcon's inspection and approval and if rejected shall be held at Supplier/Service Provider's risk and must be removed by the Supplier/Service Provider entirely at his expenses. It shall be the responsibility of the Supplier/Service Provider to submit samples well in time to be able to adhere strictly to the delivery schedule. Final inspection shall be done after receipt at our end. The PO stands valid only on acceptance of samples to be confirmed by Alcon in writing unless otherwise provided in the PO itself. The decision of Alcon on rejection shall be final and binding on the Supplier/Service Provider and this clause shall be deemed to constitute an agreement to the contrary with regard to the provision of the Sale of Goods Act. Rejections must be replaced within the delivery schedule and should be invoiced separately and not as replacement. All charges inclusive of freight and handling on replacement of rejections shall be borne by the Supplier/Service Provider. Payment made for supplies or goods received or yet to be received as per the PO prior to inspection shall not constitute an acceptance of the goods.
8. **Service Level:** Supplier/Service Provider shall ensure that all quality specifications and/or committed service levels as set out in the relevant SA/RC or the PO, are met at all the times during the term of the PO, in the absence of which, the Supplier/Service Provider shall be levied the penalty for non-adherence of such service levels as may be applicable.
9. **Warranty:** The Supplier/Service Provider warrants that the goods supplied under the PO are free from any manufacturing and/or any workmanship defects including but not limited to any latent defects. In the event of any defect in goods, the Supplier/Service Provider shall be liable to repair or replace such goods without any cost to Alcon for a period of twenty four (24) months from the date of installation or delivery of such good during the manufacturer's standard warranty period, whichever is the longer. The Services shall be provided by Supplier/Service Provider in accordance with best industry practices in a timely and diligent professional manner and in accordance with the terms of the SA/RC and applicable laws and regulations.
10. **Force Majeure:** Neither Alcon nor Supplier/Service Provider shall be liable to the other party for any failure to perform any obligation on its part under the PO to the extent that such failure is due to circumstances beyond its control which it could not have avoided by the exercise of reasonable diligence. The affected party shall however notify the other party as soon as practicable of the occurrence of any such circumstance, and the Parties shall meet to consider what steps, if any, can be taken to overcome any issues.
11. **Insurance:** Supplier/Service Provider agrees to maintain appropriate and adequate insurance to cover claims or damages for which it shall be liable under the terms of the PO and/or as appropriate to secure and maintain insurance providing adequate coverage for any indemnification obligations under the PO or the SA/RC. The goods shall be insured by the Supplier/Service Provider against all transit risks till the delivery at warehouse or such other location as may be notified by Alcon. Transit damages/ shortages have to be informed in writing within 15 days from the date of receipt of goods. Consignees are supposed to take open delivery certificate from the carrier in case they notice any damages. The Supplier/Service Provider shall maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations or services provided by the Supplier/Service Provider in India. Supplier/Service Provider shall provide evidence of all such insurance policies to Alcon.
12. **Confidentiality and Proprietary Information:** Supplier/Service Provider agrees not to publicize that Alcon has contracted with Supplier/Service Provider and shall not disclose any details or other information about the PO, unless otherwise known to the public. All information disclosed by Alcon to Supplier/Service Provider is confidential and proprietary and Supplier/Service Provider agrees that it shall not be disclosed or used except for the purpose of performing its services or delivering goods under the PO. Information including but not limited to drawings, documents, etc. are the property of Alcon and are to be delivered to it upon demand. All items manufactured by the Supplier/Service Provider as per Alcon's blueprints, drawings/ designs/ manufacturing date/ specification or information pertaining to therein furnished to the

Supplier/Service Provider by Alcon shall not be utilized by the Supplier or by any person on its behalf for sale, manufacture or for any other purpose save as agreed by Alcon in writing. The Supplier represents and warrants to Alcon that the goods supplied or services provided do not infringe any third party intellectual property rights of any nature whatsoever.

**13. Term and Termination:** The PO shall remain in effect until all obligations hereunder are fulfilled by the Supplier/Service Provider or if applicable until the validity of SA/RC. Alcon may terminate the PO for convenience, in whole or in part, for no reason or for any reason, upon thirty (30) days written notice to Supplier/Service Provider. Upon receipt of notice of such termination, Supplier/Service Provider will inform Alcon of the extent to which it has completed performance as of the date of the notice, and Supplier/Service Provider will collect and deliver to Alcon whatever Work then exists. Unless such termination is due to default of Supplier/Service Provider or failure of Supplier/Service Provider to perform services adequately, Alcon shall pay Supplier/Service Provider on a pro rata basis for work completed/goods received as of the date of termination and upon such payment all equipment, goods, work-in-progress, finished goods, drawings, information and other things for which Alcon has paid shall at Alcon's option become the property of Alcon and be released by Supplier/Service Provider to Alcon upon demand for pick-up and removal. The provisions of this clause are without prejudice to any other rights or remedies of Alcon including those resulting from default by Supplier/Service Provider. Alcon will have no further payment obligation in connection with any termination. Alcon alone may terminate the PO, immediately by providing written notice to the Supplier/Service Provider upon the occurrence of any of the following events: (i) a receiver is appointed for the Supplier/Service Provider or its property; (ii) Supplier/Service Provider makes a general assignment for the benefit of its creditors; (iii) proceedings under any bankruptcy, insolvency or debtor's relief law; or (iv) Supplier/Service Provider is liquidating, dissolving, or ceasing to do business and terminate the PO, SA/RC or both for convenience with notice of 30 (thirty) days to the Supplier/Service Provider.

**14. Applicable Law and Jurisdiction:** All disputes or differences whatsoever arising between the parties, out of or in relation to the construction, meaning and operation or effect of the PO and/or SA/RC or breach thereof, shall be decided by a competent Court in Bangalore only and shall subject to, the jurisdiction of Bangalore Courts.

**15. Responsible procurement:** Alcon expects suppliers / service providers with whom Alcon works to comply with the law and to adhere to ethical business practices and to observe Alcon Third Party Code (the "Code") found at [https://www.alcon.com/sites/g/files/rbvwei496/files/2019-04/Alcon%20Third%20Party%20Code\\_V3\\_11.03.2019.pdf](https://www.alcon.com/sites/g/files/rbvwei496/files/2019-04/Alcon%20Third%20Party%20Code_V3_11.03.2019.pdf). Supplier/Service Provider shall familiarize itself 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 purpose of auditing compliance with these standards. Supplier/Service Providers 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 the PO without compensation.

**16. Audit:** At Alcon request and Supplier/Service Provider's expense, Supplier/Service Provider will provide the relevant financial data and/or statements in relation to the services / goods supplied to Alcon as described in the request. Upon 24 hour's notice to Supplier/Service Provider, Alcon (including any individual affiliate or subsidiary purchasing goods or services under the PO) may audit and verify Supplier/Service Provider's operating environment, business records and service capabilities during Supplier/Service Provider's normal business hours to ensure that Supplier/Service Provider is maintaining adequate controls and security measures, that Supplier/Service Provider's billings to Alcon are correct and that reports required under the PO are accurate. Within Alcon's sole discretion, it may use a third party or Alcon's employees to conduct any applicable audit. Supplier/Service Provider will provide Alcon with access to information, facilities and personnel relating to the Services. Supplier/Service Provider will refund any overcharges Alcon discovers as a result of an audit. Supplier/Service Provider will require each of its subcontractors' to do likewise with respect to their books and records. Supplier/Service Provider will also furnish other information as may be needed by Alcon representatives in auditing compliance. Supplier/Service Provider will promptly correct any other Supplier/Service Provider deficiencies discovered as a result of the audit.

17. **Indemnity:** The Supplier/Service Provider shall at all times indemnify, defend and hold Alcon (including all its officers, directors, employees, contractors and agents) harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including attorneys' fees (collectively, the "Claims"), arising out of, incidental to, or resulting directly or indirectly from any manufacturing defect in the goods and/or deficiencies in service, and/or due to breach by the Supplier/Service Provider of any of its warranties, representations, covenants and obligations under the PO due to deficiency in services and/or due to any third party infringement claims with respect to any intellectual property rights.

18. **Pre-estimated loss:** In the event that the Supplier/Service Provider is delayed in making delivery of goods or providing services, the Supplier/Service Provider agrees that the loss suffered by Alcon on account of such delay would be difficult to determine accurately. Accordingly, if due to the fault of the Supplier/Service Provider, the goods or services have not been delivered or provided respectively on dates and/or levels agreed upon, the Supplier/Service Provider agrees to, without demur, pay Alcon a sum of equivalent to 1% per day subject to a maximum of 10% of the PO amount by way of genuine pre-estimate of the loss suffered by Alcon for such delayed and/or deficiency and not as penalty. The payment of the aforementioned amount shall not release the Supplier/Service Provider from its obligation to continuously deliver the goods and/or provide services nor shall it preclude Alcon for seeking any other remedy under the PO/SA/RC as the case may be.

19. **Tax:** The Supplier/Service Provider shall issue invoices in compliance with all tax laws applicable to the transaction. In case Alcon is denied any credit of tax by the tax authorities on account of improper/incomplete invoice under any of the laws applicable, the same would be recovered from the Supplier/Service Provider. The Supplier/Service Provider shall specify on its invoice correct and complete registration number(s) as applicable under the laws governing the transaction.

#### Alcon Tax Numbers

PAN No. AACCA3430F  
 CIN. U33119KA1999FTCO25496  
 Website. <http://www.alcon.com>

**GST No. and Address** - Supplier/Service Provider shall mention in the invoice GST No. and Address in which goods were delivered or services were rendered:

State	GSTIN	Address as per RC
Andhra Pradesh	37AACCA3430F1Z5	GROUND FLOOR, D NO 23-23-47,SATYANARAYANAPURAM, SIVA RAO STREET,VIJAYAWADA, Krishna, Andhra Pradesh, 520011
Assam	18AACCA3430F1Z5	Goswami Lane, Suruj Nagar, Six Mile, Rukmini Gaon, GUWAHATI, Kamrup Metropolitan, Assam, 781022
Bihar	10AACCA3430F1ZL	Munna Chack, Jogipur Road, Chitragupt Nagar, Kankarbagh, Patna, Bihar, 800020
Chandigarh	04AACCA3430F1ZE	4th Floor, Palladium Tower,Plot No 181/46,, Industrial Business Park-1, Chandigarh, 160002
Chhatisgarh	22AACCA3430F1ZG	2nd Floor, Bayron Bazar, Near Holy Cross School, Shah Compound, Raipur, Chhattisgarh, 492001
Delhi	07AACCA3430F1Z8	Plot 210, Okhla Estate, Phase III, Okhla, New Delhi, Delhi, 110020
Goa	30AACCA3430F1ZJ	Plot no L-132 133, C/o CMM logistic pvt Ltd, Verna Industrial Estate, Verna salcete, South Goa, Goa, 403722
Gujarat	24AACCA3430F1ZC	8 Opp K D House, 8, Raghuvir Estate II, Aslali, Ahmedabad, Gujarat, 382427
Haryana	06AACCA3430F1ZA	Shop No. 19,20, Above State Bank of India, Chhotti Market, Model Town, Karnal, Haryana, 132001
Jharkhand	20AACCA3430F1ZK	Ground Floor, Guru Vatika Apartment, Shop No 2, Ward No 6, Holding No 1678, Kailash Babu Street, Behind Old taxi stand, Ranchi, Jharkhand, 834001
Karnataka	29AACCA3430F1Z2	3rd Floor, Crescent 4, Prestige Shantiniketan, Whitefield Road, Whitefield, Bengaluru (Bangalore) Urban, Karnataka, 560048

Kerala	32AACCA3430F1ZF	33/960 A1 and 33/960 A2, JAIHIND building, Anjilivelil, Chalikkavattom, Vennala P.O, Cochin, Ernakulam, Kerala,682028
Madhya Pradesh	23AACCA3430F1ZE	First Floor, Hall No. 02,, Plot No. 08,, Govind Garden,, Raisen Road, Bhopal, Madhya Pradesh, 462013
Maharashtra	27AACCA3430F1Z6	15/1 PREMISES 1 TO 8, SHOP NO 15 P 15/1, H-4 BHAVESH, ENTERPRISES, SONALE VILLAGE, Thane, Maharashtra,421302
Orissa	21AACCA3430F1ZI	Holding No.-10/G/1,, Plot No.-35, Khatian No.-603, Near EKO Imaging Institute, Jobra Road, College Square, Cuttack, Odisha, 753003
Punjab	03AACCA3430F1ZG	170 Ground Floor, Golden Avenue, Kapila Complex, Garha Road, Jalandhar, Punjab, 144001
Rajasthan	08AACCA3430F1Z6	Plot No 12A 12B D.P. Apartment, Hem Marg, Near Reliance Fresh, Metro Pillar No.98, New Sanganer Road, Jaipur, Rajasthan, 302019
Tamil Nadu	33AACCA3430F1ZD	117/3D 3C, NA, PADMAVATHI GARDENS, Velappanchavadi Post Thiruverkadu, Chennai, Tamil Nadu, 600077
Telangana	36AACCA3430F1Z7	Plot No. 5/C, Ida, Nacharam, Nacharam, Hyderabad, Telangana,500076
Uttar Pradesh	09AACCA3430F1Z4	First Floor,, Maa Bhawan, Plot No. 2/12,, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh, 226010
Uttaranchal	05AACCA3430F1ZC	Khasra No. 413,, Kha, Chakki Tola, Moja Niranjn Pur, DEHRADUN, Dehradun, Uttarakhand, 248001
West Bengal	19AACCA3430F1Z3	Warehouse No 12, J.L No 10,, KOLKATA INTERNATIONAL LOGISITICS CITY, MOUZA-UNSANI,KONA EXPRESS WAY, P.S-JAGACHA, Howrah, West Bengal, 711302

20. **Invoice:** Supplier/Service Provider shall also ensure in the invoice the information such as: name and address of the Supplier/Service Provider; GST Identification number of the supplier; in case the Supplier/Service Provider is unregistered under GST, same has to be mentioned on the invoice; whether the Supplier/Service Provider is registered under GST as Composition dealer; in case the service provided is exempt under GST, the reference of the circular/notification; PAN Number of the Supplier/Service Provider; whether the Supplier/Service Provider registered under MSMED; if registered under MSMED, registration number; name of the recipient must be mentioned as "ALCON LABORATORIES INDIA PRIVATE LIMITED"; place of supply or service provided along with the name of the State; invoice number; invoice date; reference to PO number and date; Delivery Challan number and date; due date of payment of Invoice; description of goods or services; quantity in case of goods; total value of goods supplied or services rendered or both; rate of tax (central tax, State tax, integrated tax, Union territory tax or cess); HSN/SAC Code for the supply of goods or services; whether the tax is payable on reverse charge basis; applicable TDS section & percentage; if Supplier/Service Provider is has any "LDC" - "Lower deduction certificate" or "NDC" - "Nil deduction certificate" under Income Tax with respect to TDS; and Sign and Seal of the Supplier/Service Provider. In addition, the invoices must be sent to Alcon Laboratories (India) Private Limited, 3rd Floor, Crescent 4, Prestige Shantiniketan, Whitefield Road, Whitefield, Bengaluru (Bangalore) Urban, Karnataka, 560048.

21. **Dispute Resolution:** Notwithstanding the terms agreed under the SA, any dispute or claim arising out of or in connection with the PO shall be resolved in accordance with Arbitration and Conciliation Act 1996 through mediation. The venue of mediation shall be Bangalore.