

### Rate Contract General Terms and Conditions

1. These terms and conditions will form part of the Rate Contract (RC) 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 issued by the party with whom the RC is entered. Any act of acceptance, acknowledgement or of performance under the RC, would constitute acceptance of the Terms by the party with whom the RC is entered. The RC shall not be assignable in whole or in part by the Supplier without the prior written consent of Alcon. In order to procure the goods mentioned in the RC, Alcon at it's own discretion will issue Purchase Order (PO) mentioning the quantity of goods required and basis the same Supplier to supply the goods. Where any portion of the Rate Contract General Terms and Conditions are repugnant to or at variance with any provisions of PO, then the provision(s) of the Rate Contract shall be deemed to override the provisions of PO only to the extent that such repugnancy or variations in the Rate Contract are not possible of being reconciled with the provisions of PO.
2. **Price:** The Supplier 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 agrees that any price reduction for these or similar goods or services after entering of the RC but prior to payment will be applicable to the price mentioned in RC.
3. **General obligations:** Supplier represents and warrants that: (i) all goods supplied under the RC 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 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, and (iv) will be liable for all acts of omission, error, commission performed by any employee or collaborator of Supplier, whether or not the activity is covered under the scope of the RC, contrary to the directives of Alcon. 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 the Supplier shall abide by all such changes. If such changes cause an increase or decrease in cost or the time required for 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.
5. **Delivery:** All goods which are supplied under the RC 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. Unless otherwise agreed, all goods ordered are to be supplied carriage paid to Alcon warehouse or the receiving depot specified in the RC and no charges for packing, boxing or crating will be accepted unless authorized by the RC. 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. RC number, goods number (if

available) and quantity must appear on all packages, invoices and other documents relatives to a RC. Goods delivered in excess of quantities ordered will not be accepted and all charges resulting from such delivery will be on Supplier's account.

6. **Cancellation:** Time being the essence of the RC, Alcon reserves the right to cancel the RC or any part thereof if delivery of goods is not made within the agreed time lines as mentioned in the RC, in which case Alcon may purchase from any other supplier. In that event, Supplier shall be liable to pay for the extra costs for procuring such quantity of goods.

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's risk and must be removed by the Supplier entirely at his expenses. It shall be the responsibility of the Supplier 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 RC stands valid only on acceptance of samples to be confirmed by Alcon in writing unless otherwise provided in the RC itself. The decision of Alcon on rejection shall be final and binding on the Supplier 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. Payment made for supplies or goods received or yet to be received as per the RC prior to inspection shall not constitute an acceptance of the goods.

8. **Quality Parameters:** Supplier shall ensure that all quality specifications as set out in the RC, are met at all the times during the term of the RC, in the absence of which, the Supplier shall be levied the penalty for non-adherence of such service levels as may be applicable.

9. **Warranty:** The Supplier warrants that the goods supplied under the RC 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 shall be liable to repair or replace such goods without any cost to Alcon during the manufacturer's standard warranty period.

10. **Force Majeure:** Neither Alcon nor Supplier shall be liable to the other party for any failure to perform any obligation on its part under the RC 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 agrees to maintain appropriate and adequate insurance to cover claims or damages for which it shall be liable under the terms of the RC and/or as appropriate to secure and maintain insurance providing adequate coverage for any indemnification obligations under the RC. The goods shall be insured by the Supplier 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 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 in India. Supplier shall provide evidence of all such insurance policies to Alcon.

12. **Confidentiality and Proprietary Information:** Supplier agrees not to publicize that Alcon has contracted with Supplier and shall not disclose any details or other information about the RC, unless otherwise known to the public. All information disclosed by Alcon to Supplier is confidential and proprietary and Supplier agrees that it shall not be disclosed or used except for the purpose of delivering goods under the RC. 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 as per Alcon' blueprints, drawings/ designs/ manufacturing date/ specification or information pertaining to therein furnished to the Supplier 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 do not infringe any third party intellectual property rights of any nature whatsoever.

13. **Term and Termination:** The RC shall come into force from the Start / Effective Date and remain in effect until the End Date as mentioned in the RC. Alcon may terminate the RC for convenience, in whole or in part, for no reason or for any reason, upon thirty (30) days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform Alcon of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to Alcon whatever Work then exists. Unless such termination is due to default of Supplier, Alcon shall pay Supplier on a pro rata basis for the 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 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. Alcon will have no further payment obligation in connection with any termination. Alcon alone may terminate the RC, immediately by providing written notice to the Supplier upon the occurrence of any of the following events: (i) a receiver is appointed for the Supplier or its property; (ii) Supplier makes a general assignment for the benefit of its creditors; (iii) proceedings under any bankruptcy, insolvency or debtor's relief law; or (iv) Supplier is liquidating, dissolving, or ceasing to do business and terminate the RC for convenience with notice of 30 (thirty) days to the Supplier.

14. **Responsible procurement:** Supplier shall 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 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. 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 the RC without compensation.

15. **Audit:** At Alcon request and Supplier's expense, Supplier will provide the relevant financial data and/or statements in relation to the goods supplied to Alcon as described in the request. Upon 24 hour's notice to Supplier, Alcon (including any individual affiliate or subsidiary purchasing goods or services under the RC) may audit and verify Supplier's operating environment, business records and service capabilities during Supplier's normal business hours to ensure that Supplier is maintaining adequate controls and security measures, that Supplier's billings to Alcon are correct and that reports required under the RC are accurate. Within Alcon's sole discretion, it may use a third party or Alcon's employees to conduct any applicable audit. Supplier will provide Alcon with access to information, facilities and personnel relating to the goods. Supplier will refund any

overcharges Alcon discovers as a result of an audit. Supplier will require each of its subcontractors' to do likewise with respect to their books and records. Supplier will also furnish other information as may be needed by Alcon representatives in auditing compliance. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

16. **Indemnity:** The Supplier 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 due to breach by the Supplier of any of its warranties, representations, covenants and obligations under the RC due to any third party infringement claims with respect to any intellectual property rights.

17. **Pre-estimated loss:** In the event that the Supplier is delayed in making delivery of goods, the Supplier 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, the goods have not been delivered on dates, the Supplier agrees to, without demur, pay Alcon a sum of equivalent to 1% per day subject to a maximum of 10% of the RC 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 afore mentioned amount shall not release the Supplier from its obligation to continuously deliver the goods nor shall it preclude Alcon for seeking any other remedy under the RC as the case may be.

18. **Tax:** The Supplier 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. The Supplier shall specify on its invoice correct and complete registration number(s) as applicable under the laws governing the transaction.