

General Purchasing Conditions of N.V. Alcon S.A
(Medialaan 36, 1800 Vilvoorde, Belgium)
(September 2019)

1. Exclusive scope – offer and acceptance

N.V. Alcon S.A. (hereinafter "ALCON" or "us"), places orders for goods and services on the basis of its General Purchasing Conditions. Supplier's commencement of work on the goods and/or services subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order and their associated terms and 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. Only orders placed in writing are legally binding. Orders placed verbally or over the telephone require written confirmation. These General Purchasing Conditions apply to follow-up orders even if no special reference is made to them in individual cases.

2. Execution

The Supplier shall ensure that the ordered goods or services 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. As to manufactured goods, Supplier warrants that it shall, as applicable, manufacture and perform all of its obligations hereunder with the current good manufacturing practices as defined by applicable laws, standards, rules, regulations and requirements. 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. 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.

3. Approval for printing

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

4. Prices

The prices indicated in our order are understood to be fixed prices and, unless otherwise agreed, shall include shipping costs, forwarding postage, packaging, customs formalities and customs duties, and any other requisite documentation or charges you may incur in connection with the provision of the goods or services.

5. Packaging

The Supplier shall pack the goods in such a way that the integrity of the delivery is ensured 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.

6. Delivery dates

The agreed delivery dates are binding. The Supplier shall be liable for all losses arising from any 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.

7. 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 20 working days of the receipt of goods or a complaint is received about covert defects within 20 working days of their discovery.

8. 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 or 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 to 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.

9. Invoicing and payment

Invoices shall be submitted separately and may not be enclosed with the consignments of goods. Invoices should be sent with a purchase order number issued by ALCON. Shall an invoice not contain this key information ALCON shall send the invoice back to the Supplier for correction. Invoices must be sent by email as a PDF attachment. ALCON reserves the right to reject any invoice not submitted in accordance with the preceding sentence. Paper invoices sent through the post will not be accepted. Payment shall be made 60 days after receipt of invoice in the following scheduled payment cycle. The payment term begins after the complete fulfillment of the contract by the Supplier and the invoicing date.

10. Set-off rights

All claims for money due or to become due from ALCON shall be subject to deduction or set off by ALCON by reason of any counterclaim arising out of this or any other transaction with Supplier.

11. Proprietary information – Confidentiality – Advertising

Supplier shall consider all information furnished by ALCON to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Supplier obtains written permission from ALCON to do so. This paragraph shall also apply to drawings, specifications, or other documents prepared by Supplier for ALCON in connection with this order. Supplier shall not advertise or publish the fact that ALCON has contracted to purchase goods and/or services from Supplier, nor shall any information relating to the order be disclosed without ALCON's written permission. The Supplier is liable for all losses which arise from a breach of this obligation.

12. Product liability

Insofar as the Supplier is responsible for 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.

13. Intellectual Property

In consideration of the fees paid to Supplier and unless agreed otherwise and to the extent legally permissible, all intellectual property rights including but not limited to patents, trademarks, copyrights, database rights, design rights, and source files obtained or developed as a result of Supplier's performance of the orders (the "Resulting Intellectual Property") that were originally and specifically developed for ALCON shall become the sole property of ALCON and Supplier shall take such steps reasonably requested by ALCON to assign to ALCON any and all such rights, title and interest to the Resulting Intellectual Property. ALCON shall have the unrestricted, exclusive and free right to use and exploit all Resulting Intellectual Property. Supplier warrants and represents that any and all Resulting Intellectual Property (whether created by a Third Party Contractor, or otherwise) shall be free of claims of ownership by any third party.

14. Assignment and Subcontracting.

This order cannot be assigned nor can any part of it be subcontracted without ALCON's written consent.

15. Insurance

In the event that Supplier's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Supplier, to be done on ALCON's property, or property of ALCON's customer, the Supplier agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of ALCON. Supplier shall maintain all necessary insurance coverages and with Insurance carriers as deemed appropriate by ALCON, including, but not limited to, public liability (including contractual and product coverage), and professional liability (errors and omissions). Supplier shall furnish a Certificate of Insurance to ALCON as evidence of appropriate coverages prior to providing goods and/or services to ALCON, if requested.

16. Place of fulfillment

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

17. Termination

ALCON reserves the immediate right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its Suppliers or subcontractors to cease such work. Supplier shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work satisfactorily performed prior to the notice of termination. Supplier shall not be paid for any work done after receipt of the notice of termination nor for any costs incurred by Supplier's providers or subcontractors which Supplier could reasonably have avoided. ALCON may also terminate this order or any part hereof for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any of the terms and conditions of this order. Late deliveries, deliveries of products which are defective or do not meet specifications or do not conform to this order, oversupplies and undersupplies of more than 5%, and/or failure to provide ALCON, upon request, of reasonable assurances of future performance, shall all be causes allowing ALCON to terminate this order for cause. In the event of termination for cause, ALCON shall be liable to Supplier for goods and/or services that comply with the terms and conditions of this purchase order and any corresponding specifications and Supplier shall be liable to ALCON for any and all damages, including but not limited to damages and expenses incurred, including consequential damages, by reason of the default which gave rise to the termination.

18. Responsible Procurement

ALCON expects Suppliers to comply with the law, to adhere to ethical business practices and to observe the Alcon Third Party Code of Conduct. The Alcon Third party Code of Conduct and other codes, policies and guidelines can be found at <https://www.alcon.com/about-us/responsible-business-practice> . 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 request. At ALCON's discretion, failure to adhere to these standards shall entitle ALCON to terminate without compensation. Supplier confirms that it has read and understood the Alcon Third Party Code of Conduct.

19. Special terms

Prior to sending any of your employees to work at a ALCON site in Belgium you shall be responsible for obtaining work permits for Belgium to the extent required pursuant to Swiss labor law. Alcon is committed to comply with the US Physician Payments Sunshine Act, The EFPIA HCP/HCO Disclosure Code and any other relevant transparency Disclosure requirements (Belgian Transparency law and BeMedTech Code of Conduct). Where applicable, you as supplier shall support ALCON to comply with the requirements mentioned, any subcontracting with Health Care Professionals including but not limited to healthcare practitioners, physicians, teaching hospitals, universities and similar institutions, or other persons that are legally authorized to practice medicine (even if they are not in an active practice) is subject to prior written approval by ALCON in particular by the person on ALCON' side who acts as the requester and who is listed above in the purchase order as such requester.

20. Applicable law and venue

For this contractual relationship, Belgian law shall apply with explicit exclusion of the UN convention on the International Sale of Goods. Customary trade clauses are to be interpreted according to the respective valid Incoterms. Any controversy or dispute arising out of or in connection with this purchase order shall be subject to the exclusive jurisdiction of the ordinary courts of Brussels.