General Terms and Conditions with Suppliers of Goods and Services Alcon Polska Sp. z o.o.

§ 1 General Provisions
1) For the purposes of these general terms and conditions with suppliers of goods and services (hereinafter referred to as “General Conditions of Supply”), all those who Alcon Polska Sp. z o.o. place orders for goods and services are called “Suppliers”.  
2) The basis for all supplies of goods and services are only made on the basis of tenders contracts, orders and contracts, which are an integral part of these General Conditions of supply.  
3) Suppliers shall put offers that are free of charge, in writing, with the data on the quantity and quality of net prices (individual and overall), packaging, etc.  
4) Any samples of the goods supplied are free of charge and at his expense. Alcon Polska Sp. z o.o. is not required to return samples of goods.  
5) Verbal orders as well as agreed changes and additions to the written orders made by Alcon Polska Sp. z o.o. requires the written confirmation.  
6) Any waiver of rights and obligations arising from the complexity by Alcon Polska Sp. z o.o. contracts for third parties is allowed only with the written permission of Alcon Polska Sp. z o.o. Any communication between Alcon Polska Sp. z o.o. and the provider (unless the General Conditions of Supply states different) are made in writing by fax, registered mail or e-mail.

§ 2 Orders
1) Supply of goods and services are provided by Suppliers under contract with Alcon Polska Sp. z o.o. made in writing. The order will be delivered to Suppliers via fax or registered mail. Order specifies the type of product or service, quantity, unit price and total net method and type of packaging, time and place of delivery.  
2) Every order made by Alcon Polska Sp. z o.o. has a number to which the Supplier is obliged to rely on their delivery documents, and in particular on the invoice and proof of delivery.  
3) Admission to the contract, together with its integral part, which are these General Conditions of Supply by the Contractor shall be made in by fax or by registered e-mail.  
4) Supplier within...days from receiving goods provides confirmation of accepting order by Supplier. Confirmation of the order by the Supplier means the recognition of these Terms and Conditions of Supply and any additional arrangements.  
5) Different conditions of delivery are only binding if they are confirmed in by fax or e-mail by Alcon Polska Sp. z o.o.

§ 3 Delivery
1) Delivery shall be made under the terms of the contract provided for the delivery item, its quality and quantity, price, deadline of delivery.  
2) Delivery period starts from the date of order.  
   a) The Supplier is obliged to abide the delivery date. If the provider determines that it is unable to comply with the confirmed delivery dates, shall immediately notify the Alcon Polska Sp. z o.o. giving the reason for the delay and the expected time of its duration. In this case, Alcon Polska Sp. z o.o. reserves the right, a Supplier accepts the right of Alcon Poland Sp. of o.o. to withdraw from the contract without incurring any costs.  
   b) Supplier in any case liable for damages due to non-execution, delayed execution or inadequate realization confirmed order.  
3) Delivery shall be made to the location indicated by Alcon Polska Sp. z o.o. in order for the account and risk of the Supplier, unless the contract provides otherwise.

§ 4 Document of delivery
1) Document of the delivery is made in three counterparts. Document should include, in particular:  
   - Date of issue from Suppliers Warehouse  
   - Order Number given by Alcon Polska Sp. z o.o.  
   - The specification range of the ordered goods in the system with reference to the order.  
   - The number of returnable packaging.  
2) Document of delivery may not contain prices  
3) The delivery should also include the receipt of acceptance of delivery provided with a legible signature and stamp of the authorized officer of Alcon Poland Sp. of o.o. receiving the delivered goods, specifying the date of acceptance of delivery, the quantity of the goods received and the amount returnable packaging. The Supplier shall obtain a receipt to take delivery in the aforesaid case of a complaint form and its effects will not be charged for such receipts. If the goods are delivered Alcon Polska Sp. z o.o. by the carrier on behalf of Supplier to obtain a receipt falls on the carrier.

§ 5 The invoice for the delivered Goods or Service
1) One invoice must correspond to one Alcon Polska Sp. z o.o. order except for order, the implementation of which is spread over more than one delivery, then each delivery requires the issuance of a separate invoice.  
2) The invoice must contain the following:  
   - Address of Alcon Polska Sp. z o.o.  
   - Date of delivery to Alcon Polska Sp. z o.o.  
   - Order Number from Alcon Polska Sp. z o.o.  
   - The name of the goods or services  
   - Amount  
   - Price  
   - Data required by law on tax on goods and services.  
3) System range indicated on invoice must match the order of goods and services under the contract with Alcon Polska Sp. z o.o. delivery according to the document referred in § 4 of these Terms and Conditions of Supply.  
4) If the invoice does not meet the requirements set out in point. 1, 2 and 5, in particular, the price on the invoice does not indicate the price applicable on the date when contract was made, and the amount of goods listed on the invoice does not comply with the quantities actually delivered, full payment of the invoice will be denied. Alcon Polska Sp. z o.o. will notify the Contractor in writing of the fact and the occurrence and the need of delivering new invoice.  
5) The invoice should be sent to the address indicated on the order.

§ 6 Payment term
1) Payment for delivered goods or services takes place on previously agreed conditions based on invoice that meets the requirements of § 5, where Alcon Polska Sp. z o.o., and Supplier has not agreed otherwise.  
2) On the written request of the invoice invoice payment period may be reduced by giving an additional discount of 0.5% for every 7 days by which the payment period will be shortened.  
3) The payment period is counted from the date of receipt of the invoice by Alcon Polska Sp. z o.o. unless the parties agree otherwise.  
4) In case when the goods or services not be provided despite the delivered invoice Supplier is required to issue a corrective invoice.  
5) If the ordered goods / services are delivered / received after the date of receipt of the invoice due date will be counted from the date of delivery of the goods / services. The Supplier shall provide invoice correction.  
6) The date of payment of invoices parties recognize the date of debiting the account Alcon Polska Sp. z o.o.  
7) In the case referred to in § 5, item 4 due date is automatically extended and is counted from the date of receipt by Alcon Polska Sp. z o.o. valid invoice or credit note.

§ 7 Price
1) The underlying contract prices are fixed prices for the place of performance of delivery and include transportation and packaging costs - unless otherwise is stated in the order.  
2) If the contract does not provide any price Supplier will apply a fixed price for Alcon Polska Sp. z o.o., in other cases the lowest market price.

§ 8 Quality / complaints / warranty
1) Supplier warrants that the ordered goods or service will have guaranteed contractual properties. Service shall be made in accordance with the state of knowledge and technology.  
2) The quality and labeling of the goods supplied will conform to the applicable standards in accordance with applicable regulations and contract requirements specified in these Terms and Conditions of Supply.  
3) Suppliers are obligated to allow all permits, approvals and other documents required by laws allowing for the release of goods on the market. Copies of the above documents Supplier shall be provide for Alcon Polska Sp. z o.o. on request.  
4) Acceptance of goods shall be subject to the right to conduct a subsequent inspection. Acknowledgement of receipt does not mean acceptance of the goods quality and consistency in the delivery. Alcon Poland Sp. of o.o. will check the delivery when it arrives in so far as it is commonly accepted by type and destination. Goods not complying with the provisions or defective may be returned to the supplier, even if the defects revealed during treatment or processing.  
5) The supplier is liable for defects of goods warranty.  
6) In the case of goods covered by the warranty Supplier delivers the goods with the appropriate warranty documents.  
7) The Supplier shall bear the costs related to repairs before selling, warranty and carried out under warranty.  
8) Alcon Polska Sp. z o.o. reserves the right to return the goods:  
   - Poor quality  
   - Packaged not meeting the terms of the order  
   - Not meeting the conditions set out in point. 1, 2 and 3  
   - The supplied untimely  
   - Not ordered  
9) In the cases described in paragraphs 4 Alcon Polska Sp. z o.o. notifies the Contractor of the date on which he is required to provide by Alcon Polska Sp. of o.o. receiving the delivery. Both received by the Contractor and returned delivery will take place at the cost of the Supplier.  
10) The Supplier is obliged to consider complaints from Alcon Polska Sp. z o.o. within 7 days of receipt of complaint and send a reply to the address of Alcon Polska Sp. z o.o. If reply won’t be send by Supplier, it will be treated as accepted.

§ 9 Final arrangements
1) If the Supplier in order to meet the requirements of contract received films, dies, projects and other supporting materials that could be used only in accordance with the specifications set out in the contract and may be made available to third parties solely for the purpose and with the written consent of Alcon Polska Sp. z o.o.  
2) The materials mentioned in paragraph 1) are the property of Alcon Polska Sp. z o.o. and after the execution of the contract must be immediately returned to Alcon Polska Sp. z o.o. at the expense of the Supplier.  
3) Supplier shall not violate rights of third parties, in particular the rights of the trade mark, proprietary utility model, trade name, copyright or patent. Any liability for violation of these rights shall be borne solely by the Supplier.  
4) The Parties agree that the transfer by the Supplier to a third party claim against the limits of his rights for the supply of goods may only be granted by the Alcon Poland Sp. of o.o. after obtaining the written authorization to perform the operation.  
5) The Parties undertake to keep confidential all information which will find about during their cooperation. Parties will keep the information confidential 5 years after contract expires. Through confidential information means any information of this nature (or regarded as such), the disclosure of which to third parties could harm the contract regardless of the professional, commercial or other nature of this information, confidential information, in particular, information on the prices of goods. Disclosure of confidential information may be disclosed if required according to the law, in the manner and extent specified in regulations.  
6) Any changes to the contract, order or to these Terms and Conditions of Supply shall be in writing to be valid.  
7) In cases not covered by the agreement, order or these General Conditions of Supply, the relevant provisions of the law shall apply.  
8) Any dispute arising from the contract, order or the General Conditions of Supply shall be resolved by the court competent for the Alcon Polska Sp. z o.o.