

1. **DEFINITIONS**

In these Conditions:

 - 1.1 “we” or “us” means the company identified on the Order; and “you” means the person named as the supplier in the Order.
 - 1.2 headings are for reference only; and
 - 1.3 references to a person include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, or any other entity.
2. **CONTRACT**
 - 2.1 A contract on these Conditions (“**Contract**”) will be formed when we accept in writing (“**Order**”) your quotation describing the goods (“**Goods**”) and services (“**Services**”) you will provide to us.
 - 2.2 These Conditions are the only terms and conditions on which we will purchase goods and services from you and will apply to the exclusion of all other terms and conditions.
3. **DELIVERY**
 - 3.1 You will deliver the Goods to the address specified in the Order at a time and date specified in the Order. Delivery of the Goods (“**Delivery**”) will occur when they have been off-loaded at the delivery address. Risk and title in the Goods will pass to us on Delivery.
 - 3.2 You will ensure that the Goods are: marked in accordance with our instructions and any applicable laws; properly packed so as to reach their destination undamaged; accompanied by a prominently displayed delivery note; and accompanied by all operating and safety instructions, warning notices and such other information necessary for the proper use, maintenance and repair of the Goods.
 - 3.3 You may not deliver the Goods by separate instalments without our prior written consent. If we give such consent, you will invoice the Price for each instalment separately in accordance with clause 8.3 and we may exercise our rights and remedies in respect of the relevant instalment or the whole Contract.
4. **CANCELLATION**

We may cancel the Contract (in whole or in part) at any time before Delivery of the Goods or commencement of the Services and our sole liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation.
5. **DEFECTIVE GOODS**
 - 5.1 You will ensure that the Goods will:
 - (i) conform to the written technical specification set out or referred to the Order;
 - (ii) be free from defects in design, materials and workmanship; and
 - (iii) comply with all relevant applicable laws.
 - 5.2 If any Goods do not conform with any of the terms of clauses 3.2 and/or 5.1 we may (whether or not the Goods have been accepted):
 - (i) terminate the Contract immediately; or
 - (ii) reject those Goods and require you, at our option, to promptly re-deliver, repair or replace (as applicable) the relevant Goods free of charge or to refund the Price for those Goods.
 - 5.3 Clauses 3.2 and/or 5.1 will apply to any repaired or replacement Goods supplied.
6. **INTELLECTUAL PROPERTY AND INDEMNITY**
 - 6.1 You hereby assign to us absolutely all intellectual property rights in and to the outputs of the Services (including any deliverables) and grant us an irrevocable, non-exclusive licence of any of your intellectual property rights in materials created prior to the date of the Contract or outside the scope of the Services and which are incorporated into the outputs of the Services (including any deliverables).
 - 6.2 If any person claims that the possession and/or use and/or sale of the Goods by us and/or our customers, officers, employees, agents or sub-contractors infringes the intellectual property rights of that or any other person, you will indemnify us against all losses (whether direct, indirect or consequential losses) we incur, all claims made against us and all losses we suffer as a result of defending any such claim or proceeding. The indemnity in this clause 6 will not apply to the extent that an infringement is caused by any specification for the Goods which is created by us.
7. **SERVICES**
 - 7.1 You will, in performing the Services:
 - (i) use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
 - (ii) fulfil all requirements set out in the Order;
 - (iii) fully co-operate with our agents, representatives and contractors; and
 - (iv) comply with all relevant applicable laws, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all of our lawful and reasonable directions.
 - 7.2 You will perform the Services on the dates set out in the Order and if you are more than 2 weeks late in completing the Services we may terminate the Contract.
8. **PRICE AND PAYMENT**
 - 8.1 The price for the goods (“**Price**”) and charges for the Services (“**Charges**”) each as set out in the Order will be inclusive of all costs and expenses you incur including packaging, insurance, carriage and delivery costs.
 - 8.2 Subject to you performing your obligations in accordance with the terms of the Contract, we will pay the Prices and Charges to you in accordance with this clause 8.
 - 8.3 You will invoice us for the Price following Delivery and the Charges following completion of performance of the Services. Your invoices must reference our relevant purchase order number. We will pay your invoices within 60 days of receipt.
 - 8.4 Any sum payable under the Contract is exclusive of value added tax which will be payable in addition in the manner and at the rate prescribed by law, subject to receipt of a valid value added tax invoice.
 - 8.5 If we, in good faith, dispute any part of an amount invoiced by you, we may withhold payment of the disputed sum until the dispute is settled. We will be entitled to set-off any liability which you have to us against any liability which we have to you.
9. **OUR PROPERTY**

All materials and equipment we supply to you will remain our property and be returned to us on demand.
10. **ALCON POLICIES**
 - 10.1 Alcon expects suppliers with whom we work 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>.
 - 10.2 Suppliers shall familiarise themselves with these codes, policies and guidelines and provide information on request to Alcon employees concerning labour, health and safety, animal welfare, anti-bribery and fair competition, and data protection and privacy practices, in the form requested and allow Alcon employees (or third party experts acting on our behalf) adequate access for the purposes of auditing compliance with these standards.
 - 10.3 Suppliers will use best endeavours to rectify identified non-compliances and report remediation progress to Alcon on request. At Alcon’s discretion, failure to adhere to these standards shall entitle Alcon to terminate the Contract. You confirm that you have read and understood the Alcon Third Party Code of Conduct.
11. **ANTI-CORRUPTION**
 - 11.1 You will (and will procure that your officers, employees, agents and any other persons who perform services for you in connection with the Contract will):
 - (i) not breach, or commit an offence under, any laws relating to anti-bribery;
 - (ii) comply with our anti-corruption policy as updated from time to time;
 - (iii) promptly notify us of and keep accurate records showing, all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this clause 11.1, and permit us to inspect those records as reasonably required;
 - (iv) promptly notify us of any breach of this clause 11.1.

- 11.2 We may terminate the Contract immediately if you are in breach of clause 11.1.
12. **ANTI-SLAVERY AND HUMAN TRAFFICKING**
- 12.1 In performing your obligations under the Contract, you shall:
- (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - (ii) include in contracts with your subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 12;
 - (iii) notify us as soon as you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement; and
 - (iv) maintain a complete set of records to trace the supply chain of all goods and services provided to us in connection with the Contract and permit us and our third party representatives to inspect your premises, records and to meet your personnel to audit your compliance with your obligations hereunder.
- 12.2 You represent and warrant that you have not been convicted of any offence involving slavery or human trafficking; nor have you been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence in connection with slavery or human trafficking.
- 12.3 We may terminate the Contract immediately if you are in breach of this clause 12.
13. **TERMINATION**
- 13.1 If you commit a material breach of the Contract we may terminate the Contract on 30 days' written notice.
- 13.2 We may terminate the Contract immediately if you:
- (i) have a receiver, administrator or provisional liquidator appointed;
 - (ii) are subject to a notice of intention to appoint an administrator;
 - (iii) pass a resolution for your winding-up (save for the purpose of a solvent restructuring);
 - (iv) have a winding up order made by a court in respect of you;
 - (v) enter into any composition or arrangement with creditors (other than relating to a solvent restructuring);
 - (vi) cease to carry on business; or
 - (vii) are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;
- and you will notify us immediately upon the occurrence of any such event or circumstance.
- 13.3 Following expiry or termination of the Contract:
- (i) any clauses which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
 - (ii) all other rights and obligations will immediately cease without prejudice to any rights and liabilities which have accrued prior to the date of expiry or termination.
- 13.4 Within 10 days after the date of expiry or termination of the Contract each party will return to the other party all of the other party's Confidential Information (including all copies and extracts) in its possession or control and cease to use the other party's Confidential Information.
- 13.5 Each party may retain any of the other party's Confidential Information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. The provisions of clause 14 will continue to apply to retained Confidential Information.
14. **CONFIDENTIALITY**
- 14.1 Each party will, subject to clause 14.2:
- (i) only use the other party's Confidential Information for the purpose of performing its obligations under the Contract;
 - (ii) keep the other party's Confidential Information secret and secure; and
 - (iii) not disclose the other party's Confidential Information to any other person.
- 14.2 Each party may disclose the other party's Confidential Information:
- (i) to the extent required by law; and
 - (ii) to those of its directors, employees and professional advisers who need access to that Confidential Information so that it can perform its obligations under the Contract provided such persons are under obligations of confidentiality equivalent to those set out in this clause 14.
- 14.3 For the purposes of this clause 14, "**Confidential Information**" means the terms of the Contract and any information that relates to a party (or any of its group companies or businesses) and which is disclosed to the other party in connection with the Contract, but excluding information that:
- (i) is at the relevant time in the public domain (other than by virtue of a breach of this clause 14); or
 - (ii) was received by the other party from a third party who did not acquire it in confidence.
15. **NOTICE**
- Any notice given under or in connection with the Contract shall be in writing (but not email) and (a) delivered by hand or (b) delivered by first class post (if within the UK) or airmail if overseas, to the address detailed in the Contract and marked for the attention of the Finance Director. Any notice given in accordance with this paragraph shall be deemed to have been served (a) if delivered by hand, at the time of delivery; and (b) if sent by post or airmail, three UK business days after the date of posting. This clause shall not apply to the service of any proceedings or other documents in a legal action.
16. **GENERAL**
- 16.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and neither party has entered into the Contract in reliance upon any representation or statement not set out in the Contract. Nothing in this clause 16.1 limits or excludes any liability for fraud.
- 16.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy.
- 16.3 If any term of the Contract is found by any court to be unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder.
- 16.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.
- 16.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 16.6 The parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person except for the clauses which confer a benefit on any company in the Alcon group of companies.
- 16.7 Our rights and remedies set out in these Conditions are in addition to any rights and remedies provided by law.
- 16.8 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract, without our prior written consent.
- 16.9 Where required by us, you shall procure that your personnel comply with any vetting/security checks required by us prior to such personnel providing Services, using our nominated screening agency or with our prior written agreement, your screening agency.
- 16.10 You shall provide all reasonable assistance to us in order to enable us to maintain our Authorised Economic Operator ("AEO") certification including allowing us to audit you in connection with our AEO certification. To the extent that any audit reveals issues that affect our AEO certification, you agree to take remedial steps to address any such issues.
17. **LAW AND JURISDICTION**
- The Contract will be governed by the law of England and Wales. Each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract.