

PO Language for Alcon Pharmaceuticals (Czech Republic) s.r.o. Alcon General Purchasing Terms and Conditions

This purchase order ("PO") is Alcon's acceptance to your offer and this acceptance is expressly limited to the terms contained herein without additions, deletions, or other modifications. No standardized general terms and conditions contained on a quote, bid, proposal, subsequent invoice or other similar documentation will change nor shall any modification to the following terms be binding on the Alcon Pharmaceuticals (Czech Republic) s.r.o. ("Alcon") unless explicitly agreed to in writing.

Your commencement of the performance of any of your contractual obligations pursuant to this PO shall be deemed your acceptance of the terms and conditions contained herein.

If you have entered into a separate written agreement with an Alcon entity that is identical with the issuer of this PO, the written agreement shall prevail over the terms and conditions of this PO.

If no separate written agreement between you and Alcon exists, you acknowledge that this PO concludes a legally binding contract, which is valid without signature.

1. General Terms

Please note that it's mandatory to receive a PO Number prior to engaging in the services that create financial liability for Alcon. You are obliged to ensure compliance with Alcon internal regulations. All PO Numbers are issued in accordance to Alcon Conditions of Purchase, which are set out in these general terms and conditions.

In addition, the maturity period of invoices shall be 60 days following the receipt of the due tax document – invoice in Alcon third party cloud network solution or Alcon scanning/processing center by sending it to the email address below. The taxable supplies date of each invoice shall always be the day of delivery of the last task in the given period of time.

Your invoices will be released for payment as soon as the Alcon Requestor has booked a goods or service receipt confirmation via the Alcon ordering tool. All invoices will be send electronically in PDF format to invoices-1.cz@alcon.com or submitted through Alcon designated third party cloud network solution.

All invoices (tax documents) must be submitted in accordance with these Conditions of Purchase for the POs. Upon Alcon request, within 30 days, you shall establish an electronic supplier account through Alcon designated third party cloud network solution through which you will receive PO, submit invoices and any other relevant documents. Alcon will not pay any invoice unless you has submitted the invoice electronically through the network.

All invoices, shipping evidence and corresponding documents must quote a valid PO Number. In case the PO Number is missing, Alcon reserves the right to reject any such invoice and return it to you unpaid.

To allow timely processing and payment of invoices, please assure that, the correct invoicing address, PO number, Alcon contact person, and line item details are mirrored as illustrated on the PO. Invoices made out improperly are returned to the issuer, the terms of payment shall then begin upon receipt of the correct invoice at Alcon.

Alcon shall not be responsible for any liabilities, losses and damages arising out of or relating to the returning of invoices that do not meet the above and other legal requirements, including but not limited to invoices containing wrong POs or no PO (number) at all, to you.

Where applicable, Alcon shall be the owner of, and shall be entitled to exclusively use and commercially exploit at its sole discretion, all work product prepared by you, including but not limited to any intellectual property, arising out of or relating to the performance of activities or services in pursuance of this PO.

If the products and services that are the subject of this PO are being procured through a reference to the terms and conditions of an agreement that exists between you and an Alcon entity that is different from the issuer of this PO, you understand that you are entering into a separate legal relationship by accepting this PO, and you will look to no other Alcon entities for fulfillment of any payment or other obligations.

Except as may be required by applicable law, neither party shall disclose the terms of this PO/GTC or issue a press release in connection with the subject matter hereof or use the other party's company name or brand without prior written consent of the other party.

2. Special Terms

Unless otherwise expressly stated in the PO the goods shall be delivered subject to DAP Incoterms 2010. The goods shall be delivered with all related documentation, including but not limited, technical documentation, manuals, scripts etc.

You undertake to ensure that the thing being the subject of purchase of goods hereunder shall be qualified for use for its common purpose or that it retain its common qualities during the warranty period of 24 months or, as the case may be, for the time to be individually agreed.

For goods whose origins lie in one of the non-EU country such as Switzerland, Iceland or Norway, and that exceed the value of 6000 Euro, a movement certificate EUR.1 must be completed.

You shall not be authorized to assign your rights and obligations pursuant to the provisions of this PO to any third party without a previous written consent of Alcon, granting of which consent shall depend upon the exclusive consideration of Alcon. Any subcontracting 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 PO as such requester.

Any information designated as confidential or is inherently confidential by its nature that was exchanged during the evaluation process preceding this PO and/or during the performance pursuant to this PO shall remain confidential.

You acknowledge and agree that Alcon (including any third parties, who are under adequate contractual obligations that have been retained to provide IT infrastructure services, transactions

services, and other analysis services) will be storing basic supplier data in its internal transaction systems and related systems that support supplier activities. This information and data is used by Alcon to place orders, receive goods and services, and make payments. In addition, Alcon will organize, manage and utilize this data to develop strategies around its supplier spend. Alcon will retain this data consistent with applicable data retention regulations and laws.

3. Compliance with laws, policies and codes

You shall comply with all applicable laws and regulations and Comply with industry standards.

You will not, directly or indirectly, pay or accept bribes or participate in other illegal inducements in business or government relationships, or participate in any unfair competition activities.

Alcon expects you to adhere to ethical business practices and to observe the Third Party Code of Conduct and any other relevant Alcon codes, policies and guidelines. The Third Party Code of Conduct and other codes, policies and guidelines can be found at <https://www.alcon.com/about-us/responsible-business-practice>. You will familiarize yourself 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.

Perform its obligations under this PO with high ethical and moral business and personal integrity standards.

You shall be responsible for training your associates and any other employee who is involved with the activities set forth in this PO on anti-bribery at your own expense. Such training shall include the provisions of the applicable anti-corruption laws and the standards set out in the Alcon Third Party Code of Conduct mentioned above. Upon request from Alcon, you shall promptly provide copy of the training material and the training attendance sheets (including name and qualification of the trainer).

You confirm that you have read and understood all relevant Alcon codes, policies and guidelines.

Seven days after the receipt of a written request from Alcon, you will allow Alcon associates (or any third party experts nominated by Alcon) adequate access to your premises and to any documents relating to the performance of activities or services in pursuance of this PO for the purposes of auditing compliance with these standards. Upon written notice by Alcon that it wishes to conduct an audit, you will provide full cooperation and grant access to all relevant documents and materials as reasonably required.

You will use best endeavors to rectify identified non-compliance and report remediation progress to Alcon on request. Your refusal or obstruction to audit your records shall be deemed to be a material breach of this PO, and Alcon shall have the right to terminate this PO immediately.

Failure to adhere to Alcon standards under this section 3 shall entitle Alcon to terminate this PO with immediate effect and without further compensation.

4. Governing law and jurisdiction

This PO is construed in accordance with, and governed by, the laws of Czech Republic, without regard to the conflicts of law provisions. The UN Convention on Contracts for the International Sale of Goods (CISG 1980) shall not apply. Any dispute arising out of or relating to this PO shall be submitted exclusively to the competent courts of Prague, Czech Republic, without restricting any rights of appeal.

5. Czech Civil Code References

The contracting parties expressly exclude sec. 1757 para 2 and 3, sec. 1765, sec. 1798 – 1800 and sec. 1950 of the Act no. 89/2012 Coll., Civil Code, as amended (“Civil Code”). Additionally, sec. 1740 para 3 of the Civil Code shall not apply. The contracting parties agree that there are no further rights and obligations beyond the scope of this agreement arising from the current or future practice established between the contracting parties or business practice maintained in general or relating hereof. Sec. 558 para 2 of the Civil Code shall not apply. The contracting parties acknowledge and confirm that they are concluding this Agreement as entrepreneurs in the course of doing their business and that none of the contracting parties is the weaker party.