

## GENERAL TERMS AND CONDITIONS

### 一般条款和条件

#### 1. Transaction Documents 交易文件

1.1 An entire agreement between Alcon and Supplier with respect to any specific transaction shall be comprised of one or more of the following documents (collectively, the "Transaction Documents" and each a "Transaction Document"), and any inconsistency among the Transaction Documents with respect to such specific transaction shall be resolved by giving precedence in the order of the following documents unless otherwise specifically provided in the Transaction Documents:

- (a) Any specific long-term or one-off contract or agreement governing the provision of services/products or other collaborations (the "Contract");
- (b) These General Terms and Conditions;
- (c) Other documents (if necessary) (e.g., Work Order/Statement); and
- (d) Purchase Order.

爱尔康与供应商之间就某个特定交易的全部协议应包括下列一个或多个文件（统称为“交易文件”，每一个文件称为一份“交易文件”），若该等特定交易的交易文件间有任何不一致之处，则除非交易文件另有明确约定，交易文件的优先等级应以以下次序降序排列：

- (a) 与提供服务/产品或其他合作有关的任何特定的长期或一次性合同或协议（“合同”）；
- (b) 本一般条款和条件；
- (c) 其他文件（如有）（例如工作说明书/声明）；和
- (d) 采购订单。

1.2 Supplier hereby acknowledges and agrees that in the event that both (x) a Purchase Order and/or (y) a Contract will be entered into between Alcon and Supplier, Supplier shall not start to fulfil any of its obligations or incur any cost unless and until (x) the Purchase Order has been issued by Alcon to Supplier, and (y) the Contract has been duly signed by both parties (if necessary).

供应商承认和同意若（x）采购订单，和/或（y）合同均将被爱尔康和供应商签署，则除非直至（x）爱尔康已向供应商下达采购订单，且（y）双方已正式签署了合同（如需），供应商不应开始履行其任何义务或产生任何费用。

1.3 Supplier hereby further acknowledges and agrees that if it, within three (3) days after a Purchase Order has been sent by Alcon to an email account specified by Supplier in writing earlier, does not inform Alcon in writing that it does not agree to any term under such Purchase Order, Supplier shall be deemed as having agreed to and been bound by such Purchase Order issued by Alcon.

供应商在此确认并同意，如果供应商在爱尔康通过其之前书面提供的邮箱账号向其发送采购订单之后的三天之内，没有书面通知爱尔康其不同意采购订单中的任何条款，供应商将被视为已经同意并且愿意接受该采购订单。

#### 2. Delivery and Inspection 交付和检验

Supplier shall deliver the goods or perform the services ordered under the relevant Transaction Documents to/at Alcon facility (or other designated Alcon location) set forth in the Transaction Documents or as otherwise conveyed in writing by Alcon to Supplier ("Delivery Point"). Goods delivered under the Transaction Documents shall be subject to inspection and testing at the Delivery Point (or, if purchased for export, at the ultimate destination abroad). All or any part of the order may be returned at Supplier's expense if found within a reasonable time from the date of Alcon's inspection and testing to be defective or not in accordance with the Transaction Documents. Acceptance of all or part of the goods, or payment therefore, or failure to notify Supplier promptly, shall not waive nor affect Alcon's right to cancel all or any part of the Purchase Order, return all or part of goods, seek liquidated damages or indemnification based on Supplier's warranties or agreements of indemnity, or any other remedies Alcon may have pursuant to the Transaction Documents and the applicable PRC laws and regulations. Supplier shall bear the cost of inspecting and testing of goods which are rejected.

供应商应向/在交易文件指定的爱尔康地点或爱尔康书面另行通知的其它地点（简称“交付地点”）向爱尔康交付货物或提供服务。交易文件下的交付的产品须在交付地点（如果是基于出口目的的采购，则在最终的国外目的地）进行检验和检测。如果爱尔康在自检验和检测之日起的合理期限内发现货物有缺陷或与交易文件不符，则爱尔康有权决定退还全部或部分的货物，因此产生的费用由供应商承担。爱尔康接受全部或部分货物，或因此而付款，或未能及时通知供应商，并不意味着爱尔康放弃、亦不会影响爱尔康的如下权利：全部或部分地撤销采购订单的权利；退回全部或部分货物的权利；基于供应商承诺或赔偿约定进行索赔的权利；以及其他爱尔康根据适用的中国法律法规应享有的救济。供应商应自行承担被拒收货物的检验检测费用。

#### 3. Title and Risk of Loss 所有权和灭失风险

Title and risk of loss to goods delivered to Alcon pursuant to the Transaction Documents shall be transferred to Alcon at the Delivery Point after the goods have passed inspection process and been accepted by Alcon. 根据交易文件交付的产品之所有权和灭失风险应在产品运抵交付地点且经爱尔康验收合格和接受后转移至爱尔康。

#### 4. Time of Essence, Cancellation 时间至关重要；撤销

Alcon may cancel all or any part of the Purchase Order(s) or may refuse to accept (and in the case of goods, may choose to return) any goods or services ordered hereunder if Supplier fails to deliver the goods or services within the time specified in the Transaction Documents (time being of the essence hereof), or fails to deliver all or any part of the goods or services in accordance with the terms under the Transaction Documents. Acceptance of part of the goods and services shall not oblige Alcon to accept later shipments of goods or performance of services, nor affect Alcon's right to return goods already accepted.

如果供应商未能按照交易文件规定的时间交付产品或提供服务（时间对于交易文件下的产品交付/服务提供至关重要），或未能按照交易文件的规定交付产品或提供服务，则爱尔康有权撤销全部或部分采购订单，或拒收任何产品或服务（包括在标的是货物情况下可选择退货）。接受部分产品或服务，并不意味着爱尔康有义务后继续接受产品或服务，其亦不影响爱尔康退还已接受产品的权利。

In the event Supplier fails to meet the delivery schedule under the Purchase Order, Alcon shall have the right to, without prejudice to its other remedies available, deduct from the Purchase Order price the liquidated damages as specified below: (i) for the first week of delay, if Supplier is able to provide an acceptable reason, no liquidated damages will be payable by Supplier; (ii) starting from the second week of delay, Supplier will need to pay liquidated damages to Alcon at the amount of 5% of total price under the relevant Purchase Order(s) per week, unless such delay is caused by a Force Majeure event, and (iii) if Supplier fails to deliver the goods/services within four (4) weeks after the due date or any other grace period agreed by both parties, without prejudice to any other rights Alcon may have (including but not limited to the right to collect liquidated damages), Alcon shall have the right to (x) terminate the related Transaction Documents in whole or in part, (y) refuse to accept any subsequent delivery of goods/services which Supplier attempts to deliver; and/or (z) recover from Supplier any expenditure reasonably incurred by Alcon in obtaining the goods/services in substitution from another supplier and claim damages for any additional costs, losses or expenses incurred by Alcon which are in any way attributable to Supplier's failure to deliver the goods/services on the due date.

若供应商未能依据采购订单约定的时间交付服务/产品，则爱尔康有权（在不影响其他救济的情况下）根据以下标准从采购订单下的应付帐款中扣除违约金：(i)在迟延履行第一周内，若供应商能提供合理的理由，供应商无需承担任何违约金；(ii)自迟延履行的第二周起，每迟延一周，供应商应向爱尔康支付相关订单金额的5%作为违约金，除非该等迟延履行是由于不可抗力事件所导致的；和(iii)若供应商在约定的交付日期后的四(4)周（或双方约定的其他宽限期）内仍未能交付产品/提供服务的，则在不影响爱尔康享有的任何其他权利（包括但不限于收取违约金的权利）的前提下，爱尔康有权(x)终止全部或部分的相关交易文件；(y)拒绝接受供应商事后试图提供的产品/服务；和/或(z)要求供应商承担爱尔康为从其他供应商处取得替代的产品/服务而合理产生的任何费用，并要求供应商赔偿爱尔康因供应商未能按时提供产品/服务而产生的任何额外成本、损失或费用。

#### 5. Supply of Goods/Services 产品/服务的提供

When performing the obligations under the Transaction Documents, the following provisions shall apply in addition to other applicable provisions under the Transaction Documents:

在履行交易文件要求的义务时，除了交易文件下的其他适用条款之外，以下条款也应当适用：

- (a) Any obligation performed thereunder is in Supplier's capacity as an independent contractor and Supplier shall be solely responsible for and have control over the means, methods, techniques, and sequences of the services/goods. Neither Supplier nor its employee, agent, or representative is the employee of Alcon, and Supplier retains the exclusive right to hire, discipline, evaluate and terminate its own employees and to set their hours, wages and terms and conditions of employment. Supplier is not entitled to, and will not, receive from Alcon any insurance coverage, pension, investment saving plan contribution or other benefits provided, by or on behalf of Alcon to its employees, agents or representatives. Supplier agrees that neither itself nor its employee, agent or representative will claim to be an employee of Alcon for any purpose, and that any such claim will constitute a breach of the related Transaction Documents.

本协议项下的任何义务应由供应商作为一个独立的供应商来履行。供应商应全权负责和控制服务/产品的手段，方法，技术和顺序。供应商或其雇员、代理人或代表都不是爱尔康的员工。供应商保留雇用、处罚、评估和解雇其雇员，以及设定其工作时间、工资以及雇佣条款和条件的排他性权利。供应商无权，也不会收到来自爱尔康的任何保险、养老金、投资储蓄计划或者由爱尔康或代表爱尔康提供其雇员的任何其他福利。供应商同意，其以及其任何雇员、代理人或代表均不会为任何目的声称其是爱尔康的员工，并且同意任何该等声称均将构成对相关交易文件的违反。

- (b) Supplier shall, at its sole expense, obtain, keep in force, and comply with, any and all permits, licenses, qualifications and approvals (collectively, "Permits") required under any applicable laws and regulations with respect to the services/goods provided thereunder, including, but not limited to, any and all immigration documents, visas, clearances and the like necessary and appropriate for the lawful rendition of the provisions of services/goods thereunder.

供应商应自担费用，获得并符合所提供的服务/产品相关法律法规要求的所有许可证、执照、资质和批准（统称“许可证”）并保持其效力，包括但不限于，任何所有的移民文件、签证、清关等本协议项下的服务/产品相关法律法规条款要求的必要文件。

- (c) (i) All inventions and discoveries made and/or developed by Supplier or one or more of its employees, agents and/or representatives, alone or together with one or more others, as a result of the performance of obligations under the Transaction Documents (collectively "Inventions"), and any patents on any Inventions(s), shall be the sole and exclusive property of Alcon, and Supplier hereby assigns, grants and conveys, and agrees to assign, grant and convey and to require its employees, agents and representatives to assign, grant and convey, to Alcon all right, title and interest in and to any Inventions and any such patents and to execute all documents reasonably deemed necessary or desirable by Alcon to perfect its sole and exclusive ownership of such Inventions and patents. Without Alcon's prior written consent, neither Supplier nor one or more of its employees, agents and/or representatives, alone or together with one or more others, shall file any patent applications on any Inventions. As used in these General Terms and Conditions, the term "Inventions" includes patentable and un-patentable inventions and discoveries, and the term "patents" includes both China and foreign patents, extensions thereof, reissues thereof, re-examination certificates issued therefore and supplemental protection certificates based thereon, and applications for all of the foregoing.

由供应商或其一个或多个雇员、代理人和/或代表单独或共同因提供交易文件下的服务而做出和/或开发的所有发明或发现（统称为“发明”），以及任何发明的任何专利，均为爱尔康独有且排他的财产。供应商特此向爱尔康转让、授予和移交，并同意该等转让、授予和移交，且要求其雇员、代理人 and 代表向爱尔康转让、授予和移交这些发明及其专利的所有权利、所有权和利益，并应签署爱尔康为实现其对该等发明及专利的独有且排他的所有权而被合理认为是必须或者要求的文件。未经爱尔康书面许可，无论是供应商还是其一个或多个雇员、代理人或代表，均无权单独或共同就任何发明递交任何专利权申请。在本采购订单中，“发明”一词的含义包括可获得专利的和不可获得专利的发明或发现；“专利”一词的含义包括中国专利和外国专利，以及基于上述专利的延期、再颁发、复审证书、补充专利保护证书，以及对上述证书的全部申请。

(ii) All works, including, but not limited to, information, materials, documents, software code or programs (together with any related documentation), designs and plans falling outside the scope of Inventions prepared and/or created as a result of the performance of obligations pursuant to the Transaction Documents (collectively the "Works") shall be the sole property of Alcon, and Alcon does and shall own all right, title and interest in all such Works. Supplier hereby assigns, grants and conveys, and agrees to assign, grant and convey and to require its employees, agents and representatives to assign, grant and convey to Alcon all right, title and interest in and to any intellectual property rights, including any copyrights, trademarks and service marks, in each such Work. The foregoing intellectual property rights include, but are not limited to, (i) all rights to register, or to renew any registration(s) for, such intellectual property rights, (ii) all causes of action related to such intellectual property rights and (iii) any and all moral rights, so-called droits morale and rights of attribution. Supplier hereby agrees to execute, and to require its employees, agents and representatives to execute, all documents reasonably deemed necessary or desirable by Alcon to perfect its ownership of such Works and any intellectual property rights in such Works. Without the written consent of Alcon, Supplier will not attempt to register any Work, or any part thereof, at the State Intellectual Property Office of China, National Copyright Administration of China, the Trademark Office of State Administration for Industry and Commerce of China, any other applicable registration offices in China, or any foreign counterpart of any of these offices. As used in these General Terms and Conditions, terms such as "copyrights", "trademarks" and "service marks" include both China and foreign copy rights, trademarks and service marks, respectively, and applications therefore.

因提供交易文件下的服务而准备或者完成的所有发明之外的作品，包括但不限于信息、材料、文件、软件代码或程序（以及相关参考资料）、设计及图纸（统称为“作品”），均为爱尔康的专有财产，爱尔康拥有这些作品的所有权利、所有权和利益。供应商特此向爱尔康转让、授予和移交，并同意该等转让、授予和移交，且要求其雇员、代理人 and 代表向爱尔康转让、授予和移交这些知识产权的所有权利、名称和利益，包括版权、商标权和服务商标。上文中所提及的知识产权，包括但不限于(i)该等知识产权的申请权、注册权和展期权；(ii)与该知识产权相关的权利主张的支持依据，以及(iii)与知识产权相关的人身权。供应商应签署并应要求其雇员、代理人或代表签署爱尔康为实现其对该等作品的所有权以及任何知识产权而被合理认为是必须的或者要求的文件。未经爱尔康书面允许，供应商不得试图在中国国家知识产权局、国家版权局、国家工商行政管理局商标局、其他境内或境外机构注册上述作品或其部分权利。在本一般条款和条件中，“版权”、“商标权”、“服务商标”等词根据上下文的需要均分别代表中国和国外的版权、商标权、服务商标以及其申请。

- (d) Alcon retains the exclusive ownership interest in all tools, patterns, moulds, printing plates, drawing, plans, prints materials (including, without limitation, all graphics and files), information, software, hardware, and any other equipment that Alcon may supply to Supplier in the course of Supplier's performance of the obligations thereunder, and Supplier acknowledges Alcon's exclusive ownership interest in the foregoing and agrees not to contest such interest. Supplier may use the foregoing only to provide the services/goods thereunder, and shall carefully keep the foregoing and maintain them in good operating condition at all times. Alcon shall have the right to, by notifying Supplier in writing, take back any and all the above-mentioned tools, patterns, moulds, printing plates, drawing, plans, prints materials, information, software, hardware, and any other equipment.
- 在供应商履行义务的过程中，爱尔康对所有的由爱尔康提供给供应商的器具、工具、模具、打印板、制图、规划、材料（包括但不限于所有的图表和文件）、信息、软件、硬件及任何其他设备享有专有所有权。供应商承认爱尔康的上述专有所有权，并承诺不就该等权利主张利益。供应商仅可将上述财产用于提供服务/产品，且应妥善保管和维护上述财产并使其始终处于良好的工作状态。爱尔康应有权，在书面通知供应商的情况下，收回任何和所有的上述器具、工具、模具、打印板、制图、规划、材料、信息、软件、硬件及任何其他设备。
- (e) As a condition precedent to any payment, Supplier will furnish waivers or release of contractors' rights to file mechanic's liens against the work, materials, articles or equipment. Supplier promises to keep said property free and clear of all liens for materials and labor incident to the obligations thereunder. Supplier also waives its right to assert any lien on its own behalf and shall include in all contracts with subcontractors, labourers, and materialmen a clause containing similar provisions. In the event any lien is attached after final payment is made by Alcon pursuant to the Transaction Documents, Supplier shall refund to Alcon all expenses incurred by Alcon in discharging such liens. Alcon shall have the right, at Alcon's option, to remove any such lien by making payment to the claiming party without verifying the truthfulness and validity of the lien. All such payment shall be charged to Supplier or treated as setoff against payment payable to Supplier by Alcon.
- 作为任何付款的先决条件，供应商将放弃或解除其对工作、材料、物品或设备享有的留置权。供应商承诺保证上述财产无任何权利负担，并解除所有与履行本一般条款和条件项下的义务有关的材料和劳动力的留置权。供应商也放弃代表自身主张任何留置权的权利，并将在所有与分包商、工人、材料商签订的合同中包含类似的条款。如果爱尔康根据交易文件进行最后付款之后上述财产仍附有任何权利负担，供应商应退还给爱尔康为解除该权利负担而产生的所有费用。爱尔康有权选择通过支付给留置权人相关费用解除留置权，而不核实该留置权的真实性和有效性。以上所有费用将向供应商收取或抵销爱尔康对供应商的付款。

## 6. Price and Payment 价格和付款

- 6.1 If no price is specified on the Purchase Order or any other Transaction Documents, the goods and/or services furnished thereunder shall be billed at the price last quoted to Alcon, or at the prevailing market price, whichever is lower.
- 如果在采购订单或任何其他交易文件中未载明价格，则本一般条款和条件下提供的产品和/或服务应以给爱尔康的最后报价或者以通行的市场价格计价（以价格较低者为准）。
- 6.2 Alcon will only reimburse those out-of-pocket expenses that are reasonable, necessary and expressly authorized under the relevant Transaction Documents or otherwise approved by Alcon in writing. All such expenses shall be billed at actual cost and must be supported by the verified true and accurate invoices, receipts or other appropriate documentation requested by Alcon. Otherwise, Alcon shall have the right to refuse to make any payment.
- 爱尔康仅报销那些合理、必要以及在有关交易文件中明确授权或者爱尔康书面批准的自付费用。所有这些费用应按实际开销计费，并必须提供经核实的真实和准确的发票、收据或爱尔康要求的其他相关文件。否则，爱尔康有权拒绝支付任何款项。
- 6.3 Unless otherwise provided under the Transaction Documents, no charge will be allowed for packing, boxing, cartage or insurance, and Supplier shall prepay and assume all shipping charges.
- 除非在交易文件中另有规定的，供应商不应要求爱尔康承担任何包装、打包、搬运或保险费用，供应商应预付和承担所有运费。
- 6.4 Supplier shall send the invoice to Alcon after the services/goods have been delivered to the satisfaction of Alcon, which invoice shall cover the value of the goods delivered or service provided. Unless Alcon has any question or comment on the services/goods rendered by Supplier or the invoice issued by Supplier, 100%

of the payment due shall be released within sixty (60) days or any longer payment period as specified under the relevant Purchase Order(s) (whoever is later) after Alcon has received (x) the verified true and accurate invoice issued by Supplier, and (y) a copy of the Purchase Order with the written confirmation from Alcon that goods/services have been received by Alcon and have passed Alcon's inspection and testing.

供应商应该在向爱尔康交付令其满意的服务/产品之后，向爱尔康寄送发票。该发票应当体现所交付产品或服务的价值。

除非爱尔康对供应商提供的服务/产品或者供应商开具的发票有任何问题或意见，爱尔康应当在收到以下文件的60天之内或按照采购订单中载明的更长的付款周期（以较长付款周期为准）向供应商支付100%价款：(x) 供应商开具的已经验证的真实准确的发票，和(y)一份采购订单的复印件，并附有爱尔康书面确认（确认已收到该产品/服务，且该产品/服务已经通过爱尔康检查和验收）。

- 6.5 The finance department of Alcon will only accept the invoice that is issued after the delivered goods/provided services have passed the inspection and testing of Alcon. Any invoice issued before the actual delivery date of the goods/services will be refused and returned by Alcon.

爱尔康财务部仅接受在交付的产品或者提供的服务通过爱尔康的检查和验收之后开具的发票。任何在产品/服务交付之前开具的发票均将会被爱尔康拒绝或者退回。

- 6.6 Alcon has the right to decline the payment, if the Purchase Order value is not equal to the invoice value or the good receipt value.

如果采购订单价值与发票金额或者收据金额不符，爱尔康有权拒绝付款。

- 6.7 If Alcon has received and accepted the goods/services provided by Supplier, but does not receive the invoice issued by Supplier (including the invoice for instalment or partial payment) within ninety (90) days after the goods/services have been received and accepted, Alcon shall have the right to claim Supplier against any financial losses (if any) suffered by Alcon therefrom.

如果爱尔康收到且接受了供应商提供的产品/服务，但是在收到以及接受产品/服务后90天之内没有收到供应商开具的发票（包括分期付款或者部分付款的发票），爱尔康有权要求供应商支付爱尔康因此遭受的任何财务损失（如有）。

- 6.8 If it is the first time for Supplier to provide the services/goods to Alcon, Supplier shall provide the Business License, the Tax Registration Certificate (if any), or any other qualification license and documents requested by Alcon to the procurement department of Alcon. Each of such documents shall be affixed with the company chop of Supplier and be provided to Alcon via both email and facsimile. Otherwise, Alcon shall not be liable for any delay or failure of payment arising therefrom.

对于第一次向爱尔康提供产品/服务的供应商，供应商须按要求向爱尔康采购部提交《营业执照》、《税务登记证》（如有）、相关“资质证书”、以及任何其他爱尔康要求的文件。任何该等文件均需加盖供应商公章并以邮件和传真的方式向爱尔康提供。否则，爱尔康对由此引起的付款延迟不承担任何责任。

## 7. Confidentiality 保密

When performing the obligations under the Transaction Documents, Supplier may have access to private or confidential information of Alcon, including, but not limited to, technical information, sales, cost and other unpublished financial information, product and business information, marketing data and plans and trade secrets ("Confidential Information"). Supplier acknowledges and agrees that the Transaction Documents themselves, the Works, Inventions, and all knowledge related to Alcon that Supplier may gain from its performance of the obligations under the Transaction Documents shall be deemed Confidential Information owned by Alcon. Supplier agrees that: (i) all Confidential Information shall remain the exclusive property of Alcon; (ii) it shall maintain, and shall use prudent methods, but in no event less than commercially reasonable efforts, to cause its employees (and, if approved pursuant to the applicable Transaction Documents, its sub-contractors and agents) to maintain the confidentiality and secrecy of the Confidential Information; (iii) it shall not, and shall use prudent methods to ensure that its employees, subcontractors and agents do not, copy, publish, disclose to any third parties or use (other than pursuant to the terms hereof) the Confidential Information; and (iv) it shall return or destroy all copies of Confidential Information upon request of Alcon, and promptly certify in writing as to such destruction having occurred. The obligation of non-disclosure by Supplier shall not apply where the Supplier is required to disclose Confidential Information pursuant to judicial process, court order or administrative request, provided that Supplier has notified Alcon sufficiently in advance of any such disclosure so as to allow Alcon to seek a protective measure. Supplier shall keep Confidential Information confidential pursuant to the provisions under Appendix A hereto.

在履行交易文件规定的义务之时，供应商可能接触爱尔康的隐私或者保密信息，包括但不限于技术信息、销售、成本以及其他未公开的财务信息、产品及业务信息、市场数据以及计划和商业秘密（统称“保密信息”）。供应商承认并且同意交易文件本身、作品、发明以及供应商从履行交易文件义务的过程中可能获得所有与爱尔康有关的讯息将被视为爱尔康拥有的保密信息。供应商同意 (i) 所有保密信息均为爱尔康的专有财产；(ii) 其应保持并采用谨慎的方法，但在任何情况下，不低于商业上的合理努力，确保其员工（如果适用的交易文件批准，其分包商和代理商）保持保密信息的保密性；(iii) 其应使用谨慎方法确保其员工、分包商以及代理商不会复制、出版、向任一第三方披露或者（未按照本协议条款规定）使用保密信息；(iv) 按照爱尔康要求，归还或者销毁所有保密信息复印件，及时提供销毁的书面声明。供应商不披露的义务将不适用于根据司法程序、法院命令或行政要求必须披露的保密信

息。这种情况下，供应商应事先通知爱尔康该等披露，以便其能够寻求保护措施。供应商应根据附件一的标准保护保密信息。

## 8. Representations and Warranties of Supplier 供应商的陈述和保证

Supplier hereby represents and warrants that:

供应商兹此陈述并保证：

- (a) In exercising its rights and performing its obligations under the Transaction Documents, the Supplier will:
- (i) Not promise, offer, pay, cause to pay, accept payment or induce payment or take any action that could be considered a bribe;
  - (ii) comply with all applicable laws and regulations, including those related to bribery and corruption (such as, but not limited to, the US Foreign Corrupt Practices Act, UK Bribery Act);
  - (iii) comply with industry standards;
  - (iv) comply with all policies and guidelines provided to it by Alcon in relation to the Supplier's activities hereunder including without limitation the Alcon Third Party Code of Conduct, and as amended from time to time. In the event that Alcon issues additional guidelines or policies in relation to the Supplier's activities hereunder, Alcon will provide the Supplier with a copy and the Supplier will duly comply with such guidelines and policies thereafter. The Supplier hereby confirms that it has read and understood the above mentioned Alcon' policies and guidelines; and
  - (v) perform its obligations under the Transaction Documents with high ethical and moral business and personal integrity standards.

The Supplier's breach of any obligation set forth in this section shall constitute a material breach hereunder, and Alcon shall have the right to terminate the related Transaction Documents according to Section 13.3 hereunder.

在行使交易文件规定的权利并履行其中规定的义务的过程中，供应商应：

- (i) 不得承诺、提供、支付或让人支付、收受款项或诱导付款或采取任何可被视为贿赂之行动；
- (ii) 遵循所有适用的法律和法规，包括与反贿赂和反腐败相关的法律（例如但不限于美国反海外腐败法和英国反贿赂法案）；
- (iii) 遵守行业标准；
- (iv) 遵守由爱尔康提供的与交易文件规定的与供应商活动相关的所有政策和指南，包括定期修订的更新内容。如果爱尔康发布其他与交易文件规定的供应商活动相关的指南或政策，爱尔康将向供应商提供一份副本，此后供应商需严格遵守此类指南和政策。供应商特此确认其已阅读并理解上述爱尔康政策和指南；且
- (v) 根据高度伦理与道德的商业和个人诚信标准，履行交易文件规定的义务。

供应商若违反本条所规定的任何义务，则构成重大违约，且爱尔康有权根据第 13.3 条终止相关交易文件。

- (b) all goods manufactured, packaged, labelled, licensed, tested, certified, inspected or delivered under the Transaction Documents have been or will be produced, packaged, labelled, sold and delivered in accordance with all applicable laws, treaties, codes, licenses, rules, binding requirements and regulations, including, by way of example, all laws and regulations relating to health, safety, employment, transportation, hazardous materials, toxic substances, environments, serial and identification numbers, labelling and country of origin/destination and custom requirements;  
所有按照交易文件需要生产、包装、标记、许可、测试、认证、检查或交付的商品已经或将按照所有适用的法律、条约、法规、许可证、规则、约束性要求和法规（包括例如所有与健康、安全、就业、运输、危险材料、有毒物质、环境、序列号和识别码、标签和国家的原产地/目的地以及海关要求相关的法律和法规）进行生产、包装、标签、销售和交付。
- (c) Supplier agrees to execute and/or furnish to Alcon as requested, all certifications, guaranties and other documents regarding compliance with laws and regulations;  
供应商同意按照爱尔康的要求签署和/或提供与符合法律法规有关的所有认证、担保以及其他文件。
- (d) it shall perform its duties under the Transaction Documents in compliance with all applicable laws, regulations, ordinances and rules, including but not limited to those applicable laws described under sub-sections (a) and (b) above, and the provisions in relation to anti-bribery in the Criminal Law, Anti-Unfair Competition Law, the Provisional Regulations on the Prohibition of Commercial

Bribery issued by the State Administration for Industry & Commerce of P.R. China and Foreign Corruption Practices Act of USA, etc.;

供应商应当以符合适用的法律、法规、条例和规则的方式履行交易文件中要求的职责，包括但不限于上述第(a)款和(b)款所述适用的法律、与刑法反贿赂相关的规定、反不正当竞争法、国家工商总局颁布的禁止商业贿赂行为的暂行规定以及美国反海外腐败法等。

- (e) it shall abide by the industry codes of conducts of AdvaMed (Advanced Medical Technology Association) and/or RDPAC (China Association of Enterprises with Foreign Investment R&D-Based Pharmaceutical Association Committee) (see Appendix B) when performing the duties under the Transaction Documents (including but not limited to (x) not to provide or to offer HCPs (Healthcare Professionals) with any cash or cash equivalents that could have an inappropriate influence on HCP's decision to prescribe, dispense, recommend, purchase, supply or administer products, and (y) any interaction with HCPs should serve the ultimate purpose of improving patient care and/or practice of medicines);  
 供应商在履行交易文件要求的职责时应当遵守 AdvaMed(美国先进医疗技术协会)和/或RDPAC(中国外商投资企业协会药品研制和开发行业委员会)的相关行业行为规范(见附件二)，(包括但不限于(x)不向 HCPs(医疗卫生专业人士)提供任何现金或者对 HCP 在处方、分配、推荐、购买、供应或管理产品方面有任何不良影响的现金等价物，以及(y)与 HCP 的任何互动都应当秉承以提高患者护理和/或药物治疗为最终目的。
- (f) it shall comply with all policies and guidelines provided by Alcon in relation to the activities under the Transaction Documents, including but not limited to the Alcon Global Anti-Bribery Policy (see Appendix C) and any other guidelines or policies, and Supplier hereby confirms that it has read and understood and agrees to abide by those policies and guidelines;  
 在交易文件涉及的相关活动中，供应商应当遵守爱尔康提供的所有政策和准则，包括但不限于爱尔康全球反贿赂政策(见附件三)以及其他准则或者政策。供应商兹此确认已阅读并理解且同意遵守这些政策和准则。
- (g) it shall provide the services/goods (x) in a timely and professional manner, consistent with applicable industry standards and practices, (y) in conformance with that level of care and skill exercised by other professionals in similar circumstances but in any event no less than reasonable care and skill; and (z) with high ethical and moral business and personal integrity standards;  
 供应商应当(x)在符合适用的行业标准和操作实践的情况下以及时和专业的方式提供服务/产品；(y) 以其他专业人员在类似情况下所能达到的专业和技术水平提供服务/产品；但在任何情况下，都不低于合理的专业和技术水平；和(z)以高尚的道德和个人诚信标准提供产品/服务。
- (h) Supplier presently, and will remain, during the term of the Transaction Documents and any extension thereof, free from any commitments or conflicts of interest that would prevent Supplier from performing its obligations to Alcon. In the course of rendering the services or providing the goods, Supplier will not violate and has not violated any prior confidentiality agreement, employment contract or any other duty owed to any other third party; and  
 在交易文件有效期以及延展期内，供应商目前并将继续不受限制地其向爱尔康履行义务，而不会被任何承诺或利益冲突所制约或阻碍。在提供服务或提供产品的过程中，供应商不会违反，并不曾违反任何在先的保密协议、劳动合同或任何向第三方所负的义务；以及
- (i) all goods to be delivered under the Transaction Documents will be of merchantable quality, free from any latent or patent defects in design, materials or workmanship, will conform to Alcon's specifications, descriptions and samples, will conform to the requirements of the Transaction Documents and will be safe for their intended use, and no goods manufactured, packaged, labelled, licensed, tested, certified, inspected or delivered under the applicable Purchase Order, is, as of the date of shipment are fake or with low quality.  
 所有交易文件下交付的商品将符合商品质量要求，在设计、材料或工艺方面无任何潜在的或明显的瑕疵，将符合爱尔康的规格、描述和样品要求、满足交易文件要求、并能够安全使用于既定目的。根据适用的采购订单生产、包装、标记、许可、测试、认证、检查或交付的商品截止装运日期时没有任何废品和劣质品。

## 9. Undertakings of Supplier on 供应商承诺

- 9.1 The Supplier warrants and represents that the information provided in the "Questionnaire for Supplier" completed before entering these Terms and Conditions is accurate and complete (and such information shall be treated as being part of these Terms and Conditions). The Supplier will inform Alcon in writing of: (i) any material change to the information provided with the Questionnaire for Supplier; and (ii) of any Material Change in the Structure of the Supplier, in both cases as soon as reasonably practicable after the relevant change occurs. For the purpose of this Section, a Material Change to the Structure of the Supplier means:

- (a) **Change in ownership/control:** the Supplier or any person who Controls the Supplier has a change of Control. "Control" in this context means the direct or indirect ownership of more than 50% of the equity interest or voting rights in a corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity (e.g., by the appointment of a majority of the directors or management or otherwise); or
- (b) **Change to membership of the executive body of the Supplier:** there is a change to the membership of the executive body of the Supplier. For example, a change to the executive management of the Supplier (e.g., CEO, N-1 to CEO).

供应商兹此保证并确认其在“针对供应商的问卷”（在签订本一般条款和条件前填写完成）中所提供的信息是准确而完整的（并且该信息应被视为一般条款和条件的一部分）。当(i)针对供应商的问卷中所提供信息有重大变更时，和(ii)供应商结构发生实质性变更时，供应商应在上述两种相关变更发生后在合理可行的第一时间以书面形式通知爱尔康。供应商结构的实质性变更指：

- (a) **所有权/控制权变更：** 供应商或供应商的任何控制人发生了控制权变更。在本条款中，“控制”指在一个公司或经营实体中直接或间接地拥有 50%以上的股权或投票权，或有能力在该等公司或经营实体中控制管理层的决策（例如有权任命绝大多数的董事或管理层）；或
- (b) **供应商决策层的变更：** 供应商决策层成员的变更（例如：CEO 或者向 CEO 直接汇报的人员发生了变更）。

- 9.2 Subject to Alcon requesting otherwise, the Supplier shall be responsible for training all of its personnel (including approved sub-contractors) engaged in performing the activities set forth in the Transaction Documents on anti-bribery ("AB Training") at its own expense. Such training shall include at a minimum the provisions of the applicable bribery and corruption laws and shall take place prior to the performance of services for Alcon. The Supplier shall ensure that the AB Training is performed for any new personnel (including approved sub-contractors) that the Supplier later wishes to engage to provide the services to Alcon. Alcon shall be entitled, upon request, to perform (directly or via its affiliated companies or contractors) the AB Training (or any part thereof). If Supplier receives any such request, it hereby agrees to fully cooperate with Alcon to enable such training to be carried out. Upon request from Alcon, the Supplier shall promptly provide copies of the training material and the training attendance sheets (including name and qualification of the trainer).

除非爱尔康有不同要求，否则供应商应自行承担费用负责对所有参与交易文件中所规定业务的供应商员工（包括批准的分包商），进行反贿赂培训（“反贿赂培训”）。反贿赂培训至少应包括适用的反贿赂和反腐败法律之条文，并且应在为爱尔康提供服务之前进行。供应商应确保其后续聘用的、将为爱尔康提供服务的新进员工（包括批准的分包商）进行反贿赂培训。爱尔康有权提出要求，（直接或通过其关联公司或承包商进行）进行反贿赂（或其中任何部分）的培训。如果供应商收到任何上述要求，供应商特此同意全力配合爱尔康，以进行反贿赂培训。根据爱尔康要求，供应商应立即提供培训材料副本和培训人员签到表（包括培训师的姓名和资质）。

- 9.3 When requested by Alcon, the Supplier shall, for each calendar year during the term of the related Transaction Documents, deliver to Alcon a duly completed "Compliance Confirmation" in the form to the satisfaction of Alcon (each a "Compliance Confirmation"). The Compliance Confirmation shall be delivered during the first quarter of the year following the end of the calendar year to which the Compliance Confirmation relates. The Supplier's failure to provide a duly completed Compliance Confirmation as required hereunder shall constitute a material breach, and Alcon shall have the right to terminate the related Transaction Documents according to Section 13.3 hereunder.

在爱尔康要求时，供应商应在交易文件期间，于每个公历年度提供爱尔康一份适当填写完成的“合规确认书”，合规确认书的格式应令爱尔康满意。合规确认书应在交易文件期间每一公历年度结束后的第一季度内提交。供应商若无法适当填写完成本条所要求的合规确认书，将构成重大违约，且爱尔康有权根据以下第13.3条的约定终止相关交易文件。

## 10. Indemnity 赔偿

Supplier shall indemnify, defend and hold Alcon and its affiliates (including their respective officers, directors, employees, contractors and agents) harmless from and against any and all third party claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including reasonable attorneys' and experts' fees), penalties, and compensatory, multiple, exemplary, and punitive damages (collectively, the "Claims"), arising out of, or resulting from (a) the negligence or wilful misconduct of Supplier and/or its Representatives in the performance of any of its duties under the Transaction Documents (for the purpose of this Section the term "Representatives" includes the Supplier's employees, subcontractors, agents, or assignees (including Supplier's employees and subcontractors)), (b) from the breach by Supplier or its Representatives of any of its warranties, representations or obligations under the Transaction Documents, (c) failure of Supplier or its Representatives to comply with any applicable government requirements or laws, or (d) any assertion that the Services infringe or misappropriate any intellectual property right or other right of any third party; all except to the extent that such Claims were caused by the gross negligence or wilful misconduct of Alcon. For the purpose of these General Terms and Conditions, the term "affiliate" or "Affiliate" shall mean corporation, partnerships or other business

entities, and the employees and agents thereof which, directly or indirectly, are controlled by, control, or are under common control with a party.

供应商应赔偿、保护和确保爱尔康和其附属公司(包括其各自的管理层、董事、雇员、供应商和代理)免遭任何由以下行为直接或间接引起的第三方索赔、要求、诉讼请求、损失、责任、损害、成本和费用(包括合理的律师和专家的费用)、罚款、以及补偿性、多重性、示范性和惩罚性赔偿(统称“索赔”): (a)供应商和/或其代表在履行交易文件的义务时的疏忽或故意的不当行为(本条款中的代表包括供应商的雇员、分包商、代理商或受托人(包括供应商的员工和分包商)); (b)供应商或其代表违反交易文件下任何保证、陈述或义务; (c)供应商或其代表未能遵守任何适用的政府要求或法律; 或(d)被指服务侵犯或盗用任何第三方的知识产权; 除非这样的索赔是由爱尔康的严重过失或故意的不当行为导致的。在本一般条款和条件下, “附属公司”指直接或者间接由一方控制或共同控制或被控制或被共同控制的公司、合伙企业或其他业务实体及其员工或者代理人。

Alcon shall give Supplier written notice of any Claims. Supplier shall be entitled to select counsel of its own choosing and shall bear all of the costs for the defense of the Claims. Alcon shall be entitled to participate in the defense and settlement of any Claims and reserves the right to retain counsel at its sole cost and expense. Supplier shall not (a) enter into a settlement of any Claims asserted against Alcon, or (b) agree to any remediation in connection with any release or threatened release for which Alcon may be primarily, jointly, or secondarily responsible however, whensoever and wheresoever occurring, without the written approval of Alcon. Supplier shall reasonably and timely inform Alcon of the progress of defense and potential settlement of any Claims and any required remediation. Alcon shall be entitled, if it so chooses, to assume the defense and settlement of any Claims brought against Alcon with counsel of its own choosing at its own expense.

爱尔康将书面通知供应商索赔事宜。供应商有权选择自己的律师, 并承担所有索赔的辩护费用。爱尔康有权参与任何索赔的辩护与和解, 并保留自行承担费用聘请律师的权利。没有爱尔康的书面同意, 供应商不得(a)达成任何针对爱尔康的索赔和解, 或(b)就无论何时何处发生的, 爱尔康可能承担主要、共同或者次要责任的事件, 达成补偿协议。供应商应合理并及时告知爱尔康索赔的辩护进程和潜在的和解方案以及任何被要求的补偿。爱尔康有权(如果选择该方式), 自己承担费用选择律师进行索赔的辩护以及和解。

EXCEPT WITH RESPECT TO INDEMNITY OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE TRANSACTION DOCUMENTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

除有关赔偿义务、违反保密义务或者重大过失或故意不当行为, 在任何情况下, 任何一方都不对任何由交易文件产生的或由其引起的特殊性、间接性、结果性、示范性或附带性损害承担责任, 即使该方已被告知此类损害的可能性。

## 11. Insurance 保险

Upon request of Alcon, Supplier shall procure insurance as requested by Alcon and provide reasonable evidence of its insurance. The supplier shall be liable for the insurance fee.

若爱尔康要求, 供应商应购买爱尔康要求的保险并向爱尔康提供购买保险的合理凭证。供应商应承担购买保险的费用。

## 12. Tax 税务

Unless otherwise provided under the Transaction Documents, Supplier shall be solely responsible for any applicable taxes associated with payments made to Supplier pursuant to the Transaction Documents. Supplier shall indemnify Alcon for any liability that Alcon may face as a result of Supplier's failure to pay any such taxes. Alcon shall be liable only for those taxes imposed on a purchaser of services/goods by operation of law.

除非交易文件另有明确约定, 对于爱尔康根据交易文件向供应商付款而产生的所有相关税赋, 应由供应商完全独立承担。若供应商未能遵守上述约定承担税款而导致爱尔康承担任何责任, 供应商应予以补偿。爱尔康仅承担根据适用法律作为服务/产品采购方而需承担的税款。

## 13. Termination 终止

13.1 Notwithstanding anything to the contrary contained in the other Transaction Documents, the Transaction Documents and any Work Order/Statement of Work issued thereunder may be terminated by Alcon without cause upon not less than thirty (30) or fewer (if so provided in the other Transaction Documents) days' written notice to Supplier. For services performed or goods delivered prior to the effective date of termination, Supplier shall be entitled to be compensated pro rata (including reimbursement for authorized expenses) for all services executed or goods delivered in a satisfactory manner and in accordance with the Transaction Documents and any applicable Work Order/Statement of Work.

不论其他交易文件是否有相反约定, 爱尔康可以在任何情况下提前至少三十(30)天或提前更短的期限(若其他交易文件中有相关约定)书面通知供应商终止交易文件和任何出具的工作订单/工作说明书, 而无须给出任何原因。

对于终止日期之前已提供的服务或已交付的产品，若该等服务/产品是根据交易文件及任何相关的工作订单/工作说明书以令爱尔康满意的方式提供的，则供应商有权按比例获得报酬（包括报销被批准费用）。

- 13.2 In the event that (a) either party becomes insolvent or is unable to pay its debts, or a petition in bankruptcy or for reorganization is filed by or against it, or a receiver is appointed of the whole or any substantial portion of its property; or (b) either party is in material breach of its obligations hereunder, which breach (if curable), remains uncured for thirty (30) days following receipt of written notice from the other specifying the breach, then the other party shall have the right to terminate the Transaction Documents and any Work Order/Statement of Work issued thereunder by written notice of such election.

如果(a)任何一方无力偿债或无法偿还其债务，或针对其破产或重组的申请已提起，或其财产的全部或实质部分已被任命接管人；或(b)任何一方严重违反其在本一般条款和条件下应尽的职责，且该等违反（如果可改正）在违约方收到另一方书面通知该等违反后的三十（30）天内仍未改正的，则另一方有权通过书面通知终止交易文件和任何已签发的订单/工作说明书。

- 13.3 If Supplier breaches any provision under Sections 5, 7, 8, 9, 10, 16.7, 16.11, 16.12 and/or 16.13, or if Supplier failed to provide any key information or provided any misleading information when completing the "Questionnaire for Supplier" that is to be completed before signing these Terms and Conditions, Supplier will be deemed as having committed material breach of the Transaction Documents. In such circumstance, Alcon shall have the right to immediately terminate the Transaction Documents with written notice. Furthermore, no matter whether Alcon terminates the Transaction Documents or not, Supplier shall be obligated to pay Alcon liquidated damages equalling to 20% of the total contract value under the Transaction Documents or of the total value under all PO (if there is no contract) occurred before the termination date. If the liquidated damages are not enough to cover the damages suffered by Alcon, Supplier shall further compensate the shortfall.

如果供应商违反本一般条款和条件下第 5、7、8、9、10、16.7、16.11、16.12 和/或 16.13 条的任何规定，或者供应商在回应“针对供应商的问卷”（在签订本一般条款和条件之前完成）中有任何重大遗漏或歪曲情况，供应商将被视为严重违反了交易文件，爱尔康可以在任何时候以书面形式通知第三方，立即终止本协议。在该等情况下，爱尔康有权通过书面通知立即终止交易文件。此外，无论爱尔康是否终止交易文件，供应商应向爱尔康支付交易文件下合同或截至终止日前采购订单项下（无需签订合同时）发生的费用总价值之 20% 的金额作为违约金。若违约金不足以补偿爱尔康所遭受的损失，供应商应进一步补偿。

- 13.4 In any termination event, the parties will cooperate to discontinue the services provision/goods supply in the most cost-effective manner possible.

若交易文件因任何原因被终止，双方应合作以成本最低的方式终止服务的提供/产品的供给。

- 13.5 Upon the termination of a Transaction Document, Supplier shall immediately return, and shall cause each employee, agent, subcontractor or other related contractor, to immediately return to Alcon any and all Alcon Information, works, and materials received from Alcon for the performance of Supplier's obligations under such Transaction Document.

交易文件终止时，供应商应立即自行并促使其每位员工、代理、分包商或其他相关供应商立即返还为履行交易文件下供应商的义务而从爱尔康收到的任何和所有的爱尔康信息、作品以及资料。

- 13.6 Termination of any Transaction Document shall be without prejudice to any claim or right of action of either party against the other party.

任何交易文件的终止不妨碍一方对另一方行使任何索赔或采取法律行动的权利。

#### 14. Force Majeure 不可抗力

Neither party shall be liable for any failure or delay in performance under any Transaction Document (except for indemnity obligations) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence. Strikes, lock-outs and other labour related disputes shall not be regarded as an event beyond a party's reasonable control. The parties will meet and confer in good faith to determine the best solution to limit the consequences of any force majeure event. Notwithstanding the foregoing, to the extent that a force majeure event continues for a period in excess of three (3) months from the occurrence of such event, either party may terminate the related Transaction Document upon immediate written notice.

如果由于超出一方合理控制的事件而使得其未能履行或迟延履行任何交易文件下的义务（赔偿义务除外），且该一方没有任何疏忽或过失，则该方无须为该等未能履行或迟延履行承担任何责任（赔偿义务除外）。罢工、停工和其他劳资纠纷不得被视为是超出了当事人合理控制范围的事件。对于不可抗力事件，双方将真诚地协商以确定尽可能降低不可抗力事件影响的最佳方案。尽管如此，若某一不可抗力事件自其发生之日起持续时间超过了三(3)个月，则任何一方可立即书面通知终止相关交易文件。

#### 15. No Publicity 不宣传

Neither party nor their agents shall use the name, insignia, symbol, trademark, trade name or logotype of the other party or any of their affiliates (or any abbreviation or adaptation thereof) in any press release or other promotional material, or otherwise disclose the fact that it is a party to any Transaction Document (except to its

affiliates and advisors), or make any other disclosure or statement effecting same without the other party's prior written consent unless such disclosure is required by applicable law or judicial order.

未经另一方事先书面同意, 任何一方或其代理人不应当在任何新闻稿或其他宣传材料中使用另一方及其附属公司的名称、徽记、标志、商标、商号或标识(或其任何缩写或改写), 或以其他方式披露其是参与交易文件一方的这一事实(向其附属公司或顾问披露的除外), 或作出可达到相同效果的任何其他披露或陈述, 除非这种披露是所适用的法律或司法判决要求的。

## 16. Miscellaneous 其他

16.1 **Assignment.** The obligations under the Transaction Documents shall not be assignable without the prior written consent of the other party. Supplier hereby agrees and consents: notwithstanding anything to the contrary contained in any Transaction Documents and without any further consent of Supplier, Alcon may assign the rights and/or obligations under any Transaction Document in whole or in part to (1) any Affiliate(s); and/or (2) any successor taking over Alcon's business or assets in whole or in part. Alcon will deliver written notice to Supplier when the aforementioned assignment occurs, and the effective time and other details of the assignment shall follow Alcon's written notice. Relevant assignee/successor shall bear all the rights and obligations (or in case of partial assignment, relevant rights and obligations in connection with the assigned part) of the assignor under the assigned Transaction Document(s), and become a party to the assigned Transaction Document(s), as from the date the assignment comes into effect. Any attempted assignment in contravention of this Section shall be null and void.

**转让。**未经另一方事先书面同意, 交易文件下的任何义务不得转让, 但无论交易文件是否含有相反约定, 爱尔康有权将交易文件下的权利和/或义务全部或部分地转让给(1)爱尔康的任何附属公司; 和/或(2)任何收购爱尔康全部或部分业务或资产的收购方, 而无须获得供应商的许可。爱尔康会向供应商发出书面通知, 通知其上述转让是否发生, 转让的生效时间及其他与转让有关的具体约定应以爱尔康发出的书面通知为准。自转让生效之日起, 相关的受让人/承继人应承担转让人在转让的交易文件下的所有权利和义务(在部分转让的情况下, 应承担与转让部分有关的权利和义务), 并成为相关交易文件的一方。违反本条的任何转让均是无效的。

16.2 **Applicable law, Dispute Resolution.** The Transaction Documents shall be construed by and enforced in accordance with the laws of the People's Republic of China without regard to its principles of conflicts of law. The parties hereto agree to furnish any dispute in relation to the Transaction Documents to the China International Economic and Trade Arbitration Committee ("CIETAC") to be settled by arbitration in Shanghai in accordance with its then current arbitration rules. The arbitral award of CIETAC shall be final and binding upon both parties.

**适用法律, 争议解决。**交易文件应由中华人民共和国的法律管辖并予以解释, 但排除冲突冲突法的适用。双方兹此同意, 有关交易文件的任何争议应提交中国国际经济贸易仲裁委员会(“CIETAC”), 根据其届时有效的仲裁规则在上海予以仲裁。CIETAC的仲裁裁决是终局的, 对双方当事人均有约束力。

16.3 **Access/Badging.** The performance of the Transaction Documents may require Supplier to be granted access to Alcon premises. For those engagements, Alcon shall grant Supplier's employees reasonable access to its premises for the sole purpose of performing its obligations under the Transaction Documents. Alcon shall issue identification badges or access cards for entry to Alcon' premises during performance of the Transaction Documents. Badges and access cards remain the property of Alcon. While on Alcon' premises, badges must be worn in plain sight at all times. Supplier shall promptly report any missing badges or access cards to Alcon, and Supplier shall return all badges and access cards to Alcon upon completion of the services/duties or upon Alcon' request. Supplier shall require its employees to comply with all instructions given by Alcon employees or security personnel, and any other restrictions that may be imposed upon them by Alcon. Alcon reserves the right to deny access to its facilities or remove from its premises, any individual who does not comply with Alcon' rules, regulations and policies.

**访问/门禁卡。**交易文件的履行可能会要求供应商被授权访问爱尔康场所。对于该等交易, 爱尔康应授予供应商的员工以履行交易文件义务为唯一目的、合理访问其经营场所的权限。在交易文件执行期间, 爱尔康应向供应商发放身份牌或通行门禁卡以进入爱尔康场所。身份牌和通行卡始终是爱尔康的财产。在爱尔康的经营场所内, 身份牌必须在任何时候均佩戴在显著的位置。供应商应及时报告爱尔康任何丢失的身份牌或通行卡, 且供应商应在服务/职责履行完毕后或在爱尔康要求时, 将所有身份牌和通行卡交还给爱尔康。供应商应要求其雇员遵守爱尔康员工或保安人员的指令, 以及由爱尔康发出的任何其他限制。爱尔康有权拒绝任何不符合爱尔康之规定、规章和政策的个人进入其场所或者责令其离开爱尔康场所。

16.4 **Survival of Terms.** Any provision of these General Terms and Conditions that by its general nature and operation imposes or contemplates continuing obligation, including but not limited to the provisions pertaining to of (Confidentiality), (Intellectual Property), (Indemnity), (Insurance), (Termination), (Tax), (No Publicity), and (Miscellaneous), shall remain in force and effect notwithstanding the termination or expiration of the Transaction Documents.

**持续有效。**本一般条款和条件下任何根据其自身属性需持续履行义务的条款应在交易文件终止或到期后持续有效, 该等条款包括但不限于“保密条款”、“知识产权条款”、“赔偿条款”、“保险条款”、“终止条款”、“税务条款”、“不宣传条款”和“其他条款”。

**16.5 Entire Agreement.** The Transaction Documents represent the entire agreement and understanding between the parties relating to the subject matter, and shall supersede all documents and verbal consents or understandings (if any) given or made between the parties prior to the date of the applicable Transaction Documents. The terms under the Transaction Documents may only be amended or modified in writing signed by both parties. All Exhibits and Addendums to any Transaction Document shall form an integral part of the Transaction Documents.

**完整协议。** 交易文件是双方之间就主题事宜达成的全部协议和谅解，并且其将取代双方之间在相关交易文件签署日期之前达成或取得的所有书面和口头的共识或谅解（如有）。交易文件的条款只能通过双方签署书面文件的方式进行修改或调整。交易文件的所有附录和附件均是交易文件不可分割的组成部分。

**16.6 Waiver.** The failure of a party to insist upon strict adherence to any term of the Transaction Documents on any occasion shall not be considered a waiver or deprive that party of the right to insist upon strict adherence to that term or any other term of the Transaction Documents. Any waiver must be in writing and signed by the party making the waiver. The invalidity or unenforceability of any term or provision of any Transaction Document shall not affect the validity or enforceability of any other term or provision thereof.

**弃权。** 一方没有要求严格遵守交易文件中的任何条款不应视为该方放弃或剥夺该方坚持要求严格遵守该条款或交易文件下的任何其他条款的权利。任何弃权必须以书面形式由弃权的一方签署。任何交易文件中的任何条款或规定的无效或无法执行，不影响其他任何条款或规定有效性和可执行性。

### 16.7 Ethical Business Conduct 道德的商业行为

- By executing these General Terms and Conditions, the Supplier agrees to conduct all business contemplated herein in a manner which is consistent with both applicable local law and good business ethics. The Supplier agrees to comply with, and not to take any action which would be subject to penalty under all laws, rules and regulations applicable to any applicable Transaction Document, including without limitation the Foreign Corrupt Practices Act, the UK Bribery Act as well as the applicable OECD Guidelines on Anti-bribery insofar that those acts are in line with local law. Any violation of this Section shall be deemed a material breach of the Transaction Documents, providing cause for termination pursuant to the Transaction Documents;

通过签署本一般条款和条件，供应商同意以与适用的当地法律和良好的商业道德相一致的方式开展所有业务。供应商同意遵守任何相关交易文件所适用的所有法律、法规和规章，且不会采取可能违反该等适用法律、法规和规章的任何行动，该等法律、法规和规章包括但不限于美国反海外腐败法、英国反贿赂法以及相关的反贿赂经合组织准则（若该等法案符合当地法律）。对本条的任何违反均将被视为实质性违反交易文件，且守约方可据此终止交易文件；

- Alcon promotes and protects the rights defined in the Universal Declaration of Human Rights of the United Nations within sphere of influence. Alcon does not tolerate human rights abuses within business operations. Supplier shall implement the same and not employ any "under aged" employee, use forced labor and/or engage in any other forms of exploitation labor;  
爱尔康在其影响范围内，促进和保护在联合国世界人权宣言中规定的权利。爱尔康在其商业运作中不允许任何侵犯人权的行为。供应商应执行相同的标准，且不得雇佣任何“未达到年龄”的员工，使用强迫劳动力和/或从事任何其他形式的劳动剥削；
- Alcon also promotes sound practices under its Corporate Health, Safety and Environment (HSE) Policy. The health and safety of employees and the protection of the environment are major concerns. Alcon considers these topics vital to the success of the business and do not compromise them for economic or productivity gains. Supplier shall implement the same and ensure that all work places are suitably equipped and free from any recognized hazards which are liable to cause death, injury or illness; and  
爱尔康亦推广符合企业健康、安全和环境（HSE）政策的良好实践。员工的健康和环境以及环境保护始终是重中之重。爱尔康认为该等事宜对企业的成功至关重要，且不会为了追求经济价值或生产力而弱化对其之重视。供应商应执行相同的标准，保证其各工作场所均配备适当的装备，而使其员工远离任何已知的可能引起死亡、伤害或疾病的危害因素；和
- Supplier agrees to adhere to the Alcon Code of Conduct and the Anti-bribery Policy, which can be found at <http://www.alcon.com>  
供应商同意遵守爱尔康行为准则和反贿赂政策，该等政策可以在以下网址查找<http://www.alcon.com>

**16.8 Quality.** If required under the applicable Alcon quality policies and procedures, the parties to the Transaction Documents will enter into a satisfactory Quality Agreement. Supplier and Alcon quality personnel will cooperate in the drafting and execution of such Quality Agreement. The inability of the parties to agree upon a Quality Agreement will be grounds for termination of the related Transaction Documents. If the subject matter of the Transaction Documents is related to any controlled good, product or service, Supplier will allow a

representative from Alcon, upon reasonable advance written notice, to audit and inspect their operations. Supplier will immediately notify Alcon of any inspections by health authorities.

**质量。**如果爱尔康相关的质量政策和程序有相应要求，交易文件各方将签署一份另各方满意的质量协议。供应商和爱尔康质量人员将合作起草和执行该质量协议。若当事人不能就质量协议达成一致，相关方可终止相关交易文件。

如果交易文件的标的物与任何需要控制的商品、产品或者服务有关，供应商应允许爱尔康代表，在合理的事先书面通知的情况下审核和检查其操作运营。就任何卫生部门的检查，供应商应立即通知爱尔康。

- 16.9 **Notice.** Any notice required or permitted to be given by the applicable Transaction Documents shall be in writing and shall be deemed to have been properly served if delivered by hand or overnight courier with tracking capabilities, addressed as notified by the other party in writing.

**通知。**相关交易文件下的任何通知均应以书面形式作出。如果该等通知是向另一方书面通知的地址亲自递送，或通过可追踪的隔夜快递发出，则其将被视为已适当作出。

- 16.10 **Severability.** In the event any provision of any Transaction Document is held to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the Transaction Documents otherwise remains in full force and effect.

**可分割性。**如果任何交易文件下的任何条款被裁定为非法、无效或不可执行，该等条款仅在必要和最低的程度内被视为已删除或相应修改，交易文件的其他条款和条件仍具有完全的效力。

- 16.11 **Audit.** Alcon shall have the right, at its cost, at any time upon reasonable prior notice, to audit Supplier's records and facilities to ensure its compliance with the terms of the Transaction Documents, including compliance with the Alcon Third Party Code of Conduct, and to confirm all payments made by Alcon. Alcon may appoint a third party auditor to perform an audit and, if so, the appointed auditor will be subject to confidentiality obligations in relation to its review of the third party's confidential information. Supplier agrees to maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts and/or other information in Supplier's possession relating to the Transaction Documents (collectively, the "Records"). The Records shall be maintained in accordance with recognized commercial accounting practices and retained during the term of the related Transaction Documents and thereafter for a period of three (3) years, or as otherwise required by law. Supplier shall, during the course of the related Transaction Documents and for three

(3) years after the termination or expiration of such Transaction Documents or the applicable Work Order/Statement of Work (or as otherwise required by law, whichever is later), keep and make available to Alcon or its public accountants or other representatives for inspection and audit at all reasonable times, time (including Supplier's employee billing/time records), cost and expense records in connection with fees and expenses, including outside expenses incurred and services and materials procured by Supplier under the related Transaction Documents. Any such audits or inspections shall be conducted at Alcon's expense; however, in the event an audit or inspection reveals an overcharge equal to or in excess of ten percent (10%) of the total fees and expenses for the period of the audit, Supplier shall bear the cost of the audit. Upon written notice by Alcon that it wishes to conduct an audit, the Supplier will promptly provide full cooperation and grant access to all relevant documents and materials as reasonably required. The Supplier's refusal or obstruction to audit its records shall constitute a material breach, and Alcon shall have the right to terminate the related Transaction Documents according to Section 13.3 hereunder.

**审计：**爱尔康有权自担成本在经合理事先通知供应商的情况下，于任何时候审计供应商的记录和设施，以确保供应商符合交易文件条款（包括符合爱尔康供应商行为准则），并核实和确认由爱尔康支付的所有款项。爱尔康可委托第三方审计机构进行审核，在该等情况下，被指定的审计师应对其审计的第三方保密信息承担保密义务。供应商同意保持其持有的与交易文件相关的所有合同、文件、信件、副本、账户和/或其他信息（统称为“记录”）的准确性和完整性。该等记录应按照公认的商业会计实务进行维护，且在相关交易文件有效期间及其终止后的三（3）年内（或者法律要求的保存期间）予以保存。供应商应当在相关交易文件有效期内以及该交易文件或者工作订单/工作说明书终止或者到期后3年内（或者法律要求的保存期间）（取较晚者），保存并向爱尔康或其会计师或其他代表在任何合理的时间内出示和提供与费用和支出有关的时间记录（包括供应商员工的账单/时间记录）、成本和开支记录（包括产生的外部费用，以及供应商在相关交易文件下采购的服务和材料），以供爱尔康查阅和审计。任何此类审计或检查应由爱尔康承担费用，但是，如果审计或检查发现供应商多收取了经审计的交易期间之交易金额的10%，则供应商应承担该审计费用。根据爱尔康需要履行审计的书面通知，供应商应立即全力予以配合并根据合理要求授权爱尔康查看所有相关文档和材料。供应商拒绝或妨碍对其记录的审计将构成重大违约，且爱尔康应有权根据第13.3条的约定终止相关交易文件。

- 16.12 **Alcon Third Party Code of Conduct.** Alcon promotes the societal and environmental values of the United Nations Global Compact to its external suppliers and uses its influence where possible to encourage their adoption. The Supplier shall:

- comply with the Alcon Third Party Code of Conduct (and any published updates) which can be viewed and downloaded from [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) (the Supplier may request a copy free of charge from Alcon);

- having regard to Section 9.6 of the Alcon Third Party Code of Conduct, provide information/documentation on reasonable request to Alcon and its affiliated companies to allow us to verify compliance with the Alcon Third Party Code of Conduct in the form requested;
- to rectify identified non-compliances with the Alcon Third Party Code of Conduct (where capable of remedy) and report remediation progress to Alcon on request;
- ensure that where any affiliate and/or subcontractor/agent of the Supplier has been pre-approved by Alcon to provide the goods/services, that such third parties also comply with the above requirements relating to the Alcon Third Party Code of Conduct.

Supplier acknowledges and agrees that the Alcon Third Party Code of Conduct forms an integral part of these Terms and Conditions.

**爱尔康第三方行为准则：** 爱尔康向供应商推广联合国全球契约中的社会和环境价值。爱尔康希望在可能的程度内利用其影响力鼓励供应商采用该等契约。

供应商应当：

- 遵守“爱尔康第三方行为准则”的各项要求（以及之后公布的更新版本）。“爱尔康第三方行为准则”可通过以下链接查阅和下载 [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)。供应商亦可要求爱尔康向其提供一份免费的“爱尔康第三方行为准则”；
- 根据爱尔康供应商行为准则第 9.6 条的要求，应爱尔康的合理要求向爱尔康或其关联公司提供相关的信息和文件，以供爱尔康验证供应商是否遵循了“爱尔康第三方行为准则”；
- 如有被认定为不符合“爱尔康第三方行为准则”的行为，供应商必须尽力改正（如果可以改正）并按要求向爱尔康报告整改的进展；
- 若爱尔康已事先同意供应商通过其关联公司和/或分包商向爱尔康提供产品/服务，则供应商应确保该等第三方亦将同样遵守有关爱尔康第三方行为准则的上述要求。

供应商兹此同意并确认爱尔康第三方行为准则是本一般条款和条件不可分割的组成部分。

- 16.13 **Data Privacy.** Alcon and Supplier expect that the Transaction Documents may include the processing of personal data, meaning information (as defined by local rules and regulations), in any form (including electronic and paper-based files), relating to an identified or identifiable person. To the extent any Transaction Document will include the processing of personal data falling within the scope of applicable Data Protection Laws, the terms of Appendix D (“Data Protection Requirements”) shall apply. Supplier shall strictly comply with the Transaction Documents and all requirements in applicable Data Protection Laws when collecting, processing or managing the personal information.

**隐私保护。** 爱尔康和供应商预计交易文件可能涉及处理个人信息，即根据当地法规和规定的定义，以任何形式（包括电子和纸质文件）识别或可识别个人的信息。如果任何交易文件涉及处理适用数据保护法范围内的个人信息，则附件四（“个人信息保护要求”）应适用。供应商在收集、处理或管理个人信息时，应严格按照交易文件以及适用的数据保护法的所有要求。

The Transaction Documents may contain personal data such as name, signature, bank account details and contact information etc. that identifies or describes one or more individuals. The Transaction Documents may be transferred to, stored or otherwise processed in or other countries that have privacy and data protection laws that differ from those where the Transaction Document is executed or where the individual(s) resides. The personal data disclosed hereunder will be used for the purposes of administration and enforcement of the Transaction Documents. Execution and delivery of the Transaction Documents constitutes the representation by each party hereto that the individuals identified have been notified of and have consented to, the transfer, storage, and processing of such personal data, as described in this paragraph.

交易文件可能含有个人信息，例如可识别或描述一名或多名个人的姓名、签名、银行账号信息和联系方式等。交易文件有可能或被传输、存储或处理于与交易文件签署地或签字人所在地有着不同数据保护法律的其他国家。交易文件下披露的个人信息将被用作管理和执行交易文件之目的。交易文件的签署和交付将构成每一方的声明，确认交易文件中被披露的个人均已被通知且同意该等个人信息可以按照本条描述的方式被传输、存储或处理。