

GENERAL TERMS AND CONDITIONS

一般條款及條件

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.

愛爾康與供應商之間就某個特定交易的全部合約應包括下列一份或多份文件（個別或合稱“交易文件”），若該等特定交易的交易文件間有任何不一致之處，除某交易文件另有明確約定，交易文件的優先等級應以下列順序排列：

- (a) 與提供服務/產品或其他合作有關的任何特定的長期或一次性協議或合約（“合約”）；
- (b) 本一般條款及條件；
- (c) 其他文件（如有）（例如工作說明書/聲明）；及
- (d) 採購訂單。

1.2 Supplier hereby acknowledges and agrees that in the event that (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).

供應商承認及同意若（x）採購訂單，及/或（y）合約將被愛爾康及供應商簽署，則除（x）愛爾康已向供應商下達採購訂單，且（y）雙方已正式簽署合約（如需），供應商不應開始履行任何義務或產生任何費用。

1.3 Supplier hereby further acknowledges and agrees that if it, within seven (7) days after a Purchase Order has been sent by Alcon to an e-mail 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. The provision of goods/services after the receipt of the e-mail also shall be deemed consent on the relevant terms.

供應商謹此確認並同意，如果供應商未於愛爾康通過其之前書面提供的電子郵件帳號向其發送採購訂單之後的七日內，以書面通知愛爾康其不同意採購訂單中的任何條款，供應商將被視為已同意且願受該採購訂單之約束。於收到電子郵件後繼續提供產品或服務亦將被認為同意相關條款。

2. Delivery and Inspection 交付及驗收

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 Taiwan laws and regulations. Supplier shall bear the cost of inspecting and testing of goods which are rejected.

供應商應向/在交易文件指定的愛爾康地點或愛爾康書面另行通知的其他地點（簡稱“交付地點”）向愛爾康交付貨物或提供服務。交易文件下的產品交付須在交付地點（如果是基於出口目的採購，則在最終的國外目的地）進行核對及檢測。如果愛爾康在自核對及檢測之日起的合理期限內發現貨物有缺陷或與交易文件不符，愛爾康有權決定退還全部或部分的貨物，因此產生的費用應由供應商承擔。愛爾康接受全部或部分貨物，或因此而付款，或未能及時通知供應商，並不代表愛爾康放棄、亦不會影響愛爾康的以下權利：全部或部分撤銷採購訂單的權利；退回全部或部分貨物的權利；基於供應商承諾或賠償約定進行索賠的權利；以及其他愛爾康根據台灣法令得享有的救濟或權利。供應商應自行承擔被拒收貨物的檢驗及檢測費用。

3. Title and Risk of Loss 所有權及滅失風險

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. 根據交易文件交付的產品之所有權及減失風險應在產品運抵交付地點且經愛爾康驗收合格及接受後移轉至愛爾康。

4. **Time of Essence, Cancellation** 時間至關重要；撤銷

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.

如果供應商未能按照交易文件規定的時間交付產品或提供服務（時間對於交易文件下的產品交付/服務提供至關重要），或未能按照交易文件的規定交付產品或提供服務，則愛爾康有權撤銷全部或部分採購訂單，或拒收任何產品或服務（包括在標的是貨物情況下可選擇退貨）。接受部分產品或服務，並不意味著愛爾康有義務後續繼續接受產品或服務，其亦不影響愛爾康退還已接受產品的權利。

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.

若供應商未能依據採購訂單約定的時間交付服務/產品，則愛爾康有權（在不影響其他救濟的情況下）根據以下標準從採購訂單下的應付帳款中扣除違約金：(i)在遲延履行的第一周內，若供應商能提供合理的理由，供應商無需承擔任何違約金；(ii)自遲延履行的第二周起，每遲延一周，供應商應向愛爾康支付相關訂單金額的 5% 作為違約金，除非該等遲延履行是由於不可抗力事件所致者；及(iii)若供應商在約定的交付日期後的四(4)周（或雙方約定的其他寬限期）內仍未能交付產品/提供服務的，則在不影響愛爾康享有的任何其他權利（包括但不限於收取違約金的權利）的前提下，愛爾康有權(x)終止全部或部分的相關交易文件；(y)拒絕接受供應商事後試圖提供的產品/服務；及/或(z)要求供應商承擔愛爾康為從其他供應商處取得替代的產品/服務而合理產生的任何費用，並要求供應商賠償愛爾康因供應商未能按時提供產品/服務而產生的任何額外成本、損失或費用。

5. **Supply of Goods/Services** 產品/服務的提供

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義務時，除交易文件下的其他適用條款之外，以下條款也應當適用：

- (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.

本合約項下的任何義務應由供應商作為獨立的供應商來履行。供應商應全權負責及控制服務/產品的製程、方法、技術及順序。供應商或其僱員、代理人或代表都不是愛爾康的員工。供應商保留僱用、處罰、評估及解僱其僱員，以及設定其工作時間、工資以及僱傭條款及條件的專屬權利。

供應商無權，也不會收到來自愛爾康的任何保險、養老金、投資儲蓄計畫或者由愛爾康或代表愛爾康提供給其僱員的任何其他福利。供應商同意，其以及其任何僱員、代理人或代表均不會為任何目的聲稱其為愛爾康的員工，並同意任何該等聲稱均將構成對相關交易文件的違反。

- (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.

供應商應以其費用，取得並符合所提供的服務/產品相關法律及法令要求的所有核准、執照、資格及批准（合稱“核准”）並保持其效力，包括但不限於，任何所有的移民文件、簽證、清關等本合約項下的服務/產品相關法律條款要求的必要文件。

- (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 Taiwan 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.

由供應商或其一個或多個僱員、代理人及/或代表單獨或共同因提供交易文件下的服務而做出及/或開發的所有發明或發現（合稱為“發明”），以及任何發明的任何專利，均為愛爾康專屬且排他的財產。供應商特此向愛爾康轉讓、授予及轉讓，並同意該等轉讓、授予及轉讓，且要求其僱員、代理人及代表向愛爾康轉讓、授予及轉讓這些發明及其專利的所有權利、所有權及利益，並應簽署愛爾康為實現其對該等發明及專利專屬且排他的所有權而被合理認為是必須或者要求的文件。未經愛爾康書面授權，無論是供應商還是其一個或多個僱員、代理人或代表，均無權單獨或共同就任何發明遞交任何專利權申請。在本採購訂單中，“發明”一詞的含義包括可取得專利的及不可取得專利的發明或發現；“專利”一詞的含義包括台灣專利及外國專利，以及基於上述專利的延期、再頒發、複審證書、補充專利保護證書，以及對上述證書的全部申請。

(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 Intellectual Property Office of Taiwan, any other applicable registration offices in Taiwan, 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 Taiwan and foreign copyrights, trademarks and service marks, respectively, and applications therefore.

因提供交易文件下的服務而準備或者完成的所有發明之外的著作，包括但不限於資訊、材料、文件、軟體代碼或程式（以及相關參考資料）、設計及圖紙（合稱為“著作”），均為愛爾康的專有財產，愛爾康擁有這些著作的所有權利、所有權及利益。供應商特此向愛爾康轉讓、授予及轉讓，並同意該等轉讓、授予及轉讓，且要求其僱員、代理人及代表向愛爾康轉讓、授予及轉讓這些智慧財產權的所有權利、名稱及利益，包括著作權、商標權及服務商標。上述智慧財產權，包括但不限於(i)該等智慧財產權的申請、註冊及延展之權利；(ii)與該智慧財產權相關的權利主張的請求權基礎，以及(iii)與智慧財產權相關的人格權。供應商應簽署並應要求其僱員、代理人或代表簽署愛爾康為實現其對該等著作的所有權以及任何智慧財產權而被合理認為是必須的或者要求的文件。未經愛爾康書面允許，供應商不得試圖在台灣智慧財產權局、其他境內或境外機構註冊上述著作或其部分權利。在本一般條款及條件中，“著作權”、“商標權”、“服務商標”等語代表台灣及外國的著作權、商標權、服務商標及其申請。

- (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.
在供應商履行義務的過程中，愛爾康對所有由愛爾康提供給供應商的器具、工具、模具、列印板、製圖、規劃、材料（包括但不限於所有的圖表及文件）、資訊、軟體、硬體及任何其他設備享有專屬所有權。供應商承認愛爾康的上述專有所有權，並承諾不就該等權利主張利益。供應商僅可將上述財產用於提供服務/產品，且應妥善保管及維護上述財產並使其始終處於良好狀態。愛爾康應有權，以書面通知供應商，收回任何及所有上述器具、工具、模具、列印板、製圖、規劃、材料、資訊、軟體、硬體及任何其他設備。
- (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.
作為任何付款的先決條件，供應商將放棄或解除其對工作、材料、物品或設備享有的留置權。供應商承諾保證上述財產無任何權利負擔，並解除所有與履行本一般條款及條件項下的義務有關材料及勞動力的留置權。供應商也放棄代表自身主張任何留置權的權利，並將所有與分包商、工人、材料商簽訂的合約中包含類似的條款。如果愛爾康根據交易文件進行最後付款之後上述財產仍附有任何權利負擔，供應商應退還給愛爾康為解除該權利負擔而產生的所有費用。愛爾康有權選擇通過支付給留置權人相關費用解除留置權，而無須核實該留置權的真實性及有效性。以上所有費用將向供應商收取或抵銷愛爾康對供應商的付款。

6. Price and Payment 價格及付款

- 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.
如果在採購訂單或任何其他交易文件中未載明價格，則本一般條款及條件下提供的產品及/或服務應以給愛爾康的最後報價或者以通行的市場價格計價（以價格較低者為準）。
- 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.
愛爾康僅報銷那些合理、必要以及在有關交易文件中明確授權或者愛爾康書面核准的自付費用。所有這些費用應按實際開銷計費，並必須提供經核實的真實及準確的發票、收據或愛爾康要求的其他相關文件。否則，愛爾康有權拒絕支付任何款項。
- 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規定，供應商不應要求愛爾康承擔任何包裝、打包、搬運或保險費用，供應商應預付及承擔所有運費。
- 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 ninety (90) 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. 供應商應該在向愛爾康交付令其滿意的服務/產品之後，向愛爾康寄送發票。該發票應當體現所交付產品或服務的價值。除非愛爾康對供應商提供的服務/產品或者供應商開具的發票有任何問題或意見，愛爾康應當在收到以下文件的 90 天之內或按照採購訂單中載明的更長的付款週期（以較長付款週期為準）向供應商支付 100% 價款：(x) 供應商開具的已經驗證的真實準確的發票，及 (y) 一份採購訂單的影本，並附有愛爾康書面確認（確認已收到該產品/服務，且該產品/服務已經通過愛爾康檢查及驗收）。

- 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.
愛爾康財務部僅接受在交付的產品或者提供的服務通過愛爾康的檢查及驗收之後開具的發票。任何在產品/服務交付之前開具的發票均將會被愛爾康拒絕或者退回。
- 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.
如果採購訂單價值與發票金額或者收據金額不符，愛爾康有權拒絕付款。
- 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.
如果愛爾康收到且接受了供應商提供的產品/服務，但是在收到以及接受產品/服務後 90 天之內沒有收到供應商開具的發票（包括分期付款或者部分付款的發票），愛爾康有權要求供應商支付愛爾康因此遭受的任何財務損失（如有）。
- 6.8 If it is the first time for Supplier to provide the services/goods to Alcon, Supplier shall provide the corporate registration, Business License/registration, 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.
對於第一次向愛爾康提供產品/服務的供應商，供應商須按要求向愛爾康採購部提交公司登記（證）、營業執照/登記、稅務文件(如有)等相關證件、以及任何其他愛爾康要求的文件。任何該等文件均需加蓋供應商大章並以郵件及傳真方式向愛爾康提供。否則，愛爾康對由此引起的付款遲延不承擔任何責任。

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.

在履行交易文件規定的義務之時，供應商可能接觸愛爾康的隱私或者機密資訊，包括但不限於技術資訊、銷售、成本以及其他未公開的財務資訊、產品及業務資訊、市場資料以及計畫及商業秘密（合稱“機密資訊”）。供應商承認並且同意交易文件本身、著作、發明以及供應商從履行交易文件義務的過程中可能取得所有與愛爾康有關的訊息將被視為愛爾康擁有的機密資訊。供應商同意 (i) 所有機密資訊均為愛爾康的專有財產；(ii) 其應保持並採用謹慎的方法，但在任何情況下，不低於商業上的合理努力，確保其員工（如果適用的交易文件核准，其分包商及代理商）保持機密資訊的機密性；(iii) 其應使用謹慎方法確保其員工、分包商以及代理商不會複製、出版、向任一方揭露或者（未按照本合約條款規定）使用機密資訊；(iv) 按照愛爾康要求，歸還或者銷毀所有機密資訊複印件，及時提供銷毀的書面聲明。供應商不揭露的義務將不適用於根據司法程序、法院命令或行政要求必須揭露的機密資訊。供應商應事先通知愛爾康該等揭露，以便其能夠尋求保護措施。供應商應根據附件一的標準保護機密資訊。

8. Representations and Warranties of Supplier 供應商的陳述及保證

Supplier hereby represents and warrants that:
 供應商茲此陳述並保證：

- (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's 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.

在行使交易文件規定的權利並履行其中規定的義務的過程中，供應商應：

- (i) 不得承諾、提供、支付或讓人支付、收受款項或誘導付款或採取任何可被視為賄賂之行動；
- (ii) 遵循所有適用的法律及法令，包括與反賄賂及反腐敗相關的法律（例如但不限於美國反海外腐敗法及英國反賄賂法案）；
- (iii) 遵守行業標準；
- (iv) 遵守由愛爾康提供的與交易文件規定的與供應商活動相關的所有政策及指南，包括定期修訂的更新內容。如果愛爾康發佈其他與交易文件規定的供應商活動相關的指南或政策，愛爾康將向供應商提供一份副本，此後供應商需嚴格遵守此類指南及政策。供應商特此確認其已閱讀並理解上述愛爾康政策及指南；且
- (v) 根據高度倫理與道德的商業及個人誠信標準，履行交易文件規定的義務。

供應商若違反本條所規定的任何義務，則構成重大違約，且愛爾康有權根據第 13.3 條終止相關交易文件。

- (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產、包裝、標記、授權、測試、認證、檢查或交付的商品已經或將按照所有適用的法律、條約、法令、核准、規則、約束性要求及法令（包括例如所有與健康、安全、就業、運輸、危險材料、有毒物質、環境、序號及識別碼、標籤及國家的原產地/目的地以及海關要求相關的法律及法令）進行生產、包裝、標籤、銷售及交付。
- (c) Supplier agrees to execute and/or furnish to Alcon as requested, all certifications, guaranties and other documents regarding compliance with laws and regulations;
 供應商同意按照愛爾康的要求簽署及/或提供與符合法律法令有關的所有認證、擔保以及其他文件。
- (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, Fair Trade Act, Foreign Corruption Practices Act of USA, and other applicable laws and regulations, etc.;

供應商應當以符合適用的法律、法令、條例及規則的方式履行交易文件中要求的職責，包括但不限於上述第(a)款及(b)款適用的法律、刑法反賄賂規定、公平交易法及美國反海外腐敗法及其他相關法令。

- (e) it shall abide by the industry codes of conducts of Asia Pacific Medical Technology Industry Association (“APACMed”), Taiwan Advanced Medical Technology Association, (“TAMTA”) (or subject to the official documentation announced from time to time by such authorities) 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);
 供應商在履行交易文件要求的職責時應當遵守亞太醫療技術行業協會 (APACMed)、台灣先進醫療科技發展協會(TAMTA)的相關產業行為規範 (見附件二) (以及該等協會不時修改並公佈的官方文件)，包括但不限於(x)不向 HCPs (醫療專業人員) 提供任何現金或者對醫療專業人員在處方、分配、推薦、購買、供應或管理產品方面有任何不良影響的現金等價物，以及(y)與醫療專業人員的任何互動都應當秉承以提高病患護理及/或藥物治療為最終目的。
- (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關活動中，供應商應當遵守愛爾康提供的所有政策及準則，包括但不限於愛爾康全球反賄賂政策(見附件三)以及其他準則或者政策。供應商茲此確認已閱讀並理解且同意遵守這些政策及準則。
- (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;
 供應商應當(x)在符合適用的行業標準及操作實踐的情況下以及及時及專業的方式提供服務/產品；(y) 以其他專業人員在類似情況下所能達到的專業及技術水準提供服務/產品；但在任何情況下，都不低於合理的專業及技術水準；及(z)以高尚的道德及個人誠信標準提供產品/服務。
- (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內，供應商目前並將繼續不受限制地向愛爾康履行義務，而不會被任何承諾或利益衝突所制約或阻礙。在提供服務或提供產品的過程中，供應商不會違反，並不曾違反任何在先的保密合約、勞動合約或任何向第三方所負的義務；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將符合商品品質要求，在設計、材料或工藝方面無任何潛在的或明顯的瑕疵，將符合愛爾康的規格、描述及樣品要求、滿足交易文件要求、並能夠安全使用於既定目的。根據適用的採購訂單生產、包裝、標記、授權、測試、認證、檢查或交付的商品截止裝運日期時沒有任何贗品及劣質品。

9. Undertakings of Supplier on 供應商承諾

- 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).

供應商茲此保證並確認其在“針對供應商的問卷”(在簽訂本一般條款及條件前填寫完成)中所提供的資訊是準確而完整的(並且該資訊應被視為一般條款及條件的一部分)。當(i)針對供應商的問卷中所提供資訊有重大變更時,及(ii)供應商結構發生實質性變更時,供應商應在上述兩種相關變更發生後在合理可行的第一時間內以書面形式通知愛爾康。供應商結構的實質性變更指:

- (a) 所有**權/控制權變更**: 供應商或供應商的任何控制人發生了控制權變更。在本條款中,“控制”指在 一公司或經營實體中直接或間接地擁有 50%以上的股權或投票權,或有能力在該等公司或經營實體控制管理層的決策(例如有權任命絕大多數的董事或管理層);或
- (b) 供應商決策層的變更: 供應商決策層成員的變更(例如:CEO 或者向 CEO 直接彙報的人員發生了變更)。

- 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).

除非愛爾康有不同要求,否則供應商應自擔費用負責對所有參與交易文件中所規定業務的供應員工(包括核准的分包商),進行反賄賂培訓(“反賄賂培訓”)。反賄賂培訓至少應包括適用的反賄賂及反腐敗法律之條文,並且應在為愛爾康提供服務之前進行。供應商應確保其後續聘用的、將為愛爾康提供服務的新進員工(包括核准的分包商)進行反賄賂培訓。愛爾康有權提出要求,(直接或通過其關係企業或承包商進行)進行反賄賂(或其中任何部分)的培訓。如果供應商收到任何上述要求,供應商特此同意全力配合愛爾康,以進行反賄賂培訓。根據愛爾康要求, 供應商應立即提供培訓材料副本及培訓人員簽到表(包括培訓師的姓名及資格)。

- 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. 在愛爾康要求時, 供應商應在交易文件期間,於每個西曆年度提供愛爾康一份適當填寫完成的“法規遵循確認書”,法規遵循確認書的格式應令愛爾康滿意。法規遵循確認書應在交易文件期間每一西曆年度結束後的第一季度內提交。供應商若無法適當填寫完成本條所要求的法規遵循確認書,將構成重大違約,且愛爾康有權根據以下第 13.3 條的約定終止相關交易文件。

10. Indemnity 賠償

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.

供應商應賠償、保護及確保愛爾康及其關係企業(包括其各自的管理層、董事、僱員、供應商及代理)免遭任何由以下行為直接或間接引起的第三方索賠、要求、訴訟請求、損失、責任、損害、成本及費用(包括合理的律師及專

家的費用)、罰款、以及補償性、多重性、示範性及懲罰性賠償(合稱“索賠”)：(a)供應商及/或其代表在履行交易文件的義務時的疏忽或故意的不當行為(本條款中的代表包括供應商的僱員、分包商、代理商或受託人(包括供應商的員工及分包商))；(b)供應商或其代表違反交易文件下任何保證、陳述或義務；(c)供應商或其代表未能遵守任何適用的政府要求或法律；或(d)被指服務侵害或盜用任何第三方的智慧財產權；除非這樣的索賠是由愛爾康的嚴重過失或故意的不當行為致者。在本一般條款及條件下，“關係企業”指直接或者間接由一方控制或共同控制或被控制或被共同控制的公司、合夥企業或其他商業機構及其員工或者代理人。

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.

愛爾康將書面通知供應商索賠事宜。供應商有權選擇自己的律師，並承擔所有索賠的辯護費用。愛爾康有權參與任何索賠的辯護與和解，並保留自行承擔費用聘請律師的權利。沒有愛爾康的書面同意，供應商不得(a)達成任何針對愛爾康的索賠和解，或(b)就無論何時何處發生的，愛爾康可能承擔主要、共同或者次要責任的事件，達成補償合約。供應商應合理並及時告知愛爾康索賠的辯護進度及潛在的和解方案以及任何被要求的補償。愛爾康有權(如果選擇該方式)，自己承擔費用選擇律師進行索賠的辯護以及和解。

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.

除有關賠償義務、違反保密義務或者重大過失或故意不當行為，在任何情況下，任何一方都不對任何由交易文件產生的或由其引起的特殊性、間接性、結果性、懲罰性或附帶性損害承擔責任，即使該方已被告知此類損害的可能性。

11. Insurance 保險

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.

若愛爾康要求，供應商應購買愛爾康要求的保險並向愛爾康提供購買保險的合理憑證。供應商應負擔購買保險的費用。

12. Tax 稅務

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確約定，對於愛爾康根據交易文件向供應商付款而產生的所有相關稅賦，應由供應商完全獨立承擔。若供應商未能遵守上述約定承擔稅款而導致愛爾康承擔任何責任，供應商應予以補償。愛爾康僅承擔根據適用法律作為服務/產品採購方而需承擔的稅款。

13. Termination 終止

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.

不論其他交易文件是否有相反約定，愛爾康可以在任何情況下提前至少三十(30)天或提前更短的期限(若其他交易文件中有相關約定)書面通知供應商終止交易文件及任何出具的工作訂單/工作說明書，而無須給出任何原因。

對於終止日期之前已提供的服務或已交付的產品，若該等服務/產品是根據交易文件及任何相關的工作訂單/工作說明書以令愛爾康滿意的方式提供的，則供應商有權按比例取得報酬（包括報銷被核准費用）。

- 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)任何一方無力償債或無法償還其債務，或針對其破產或重組的申請已提起，或其財產的全部或實質部分已被任命接管人；或(b)任何一方嚴重違反其在本一般條款及條件下應盡的職責，且該等違反（如果可改正）在違約方收到另一方書面通知該等違反後的三十（30）天內仍未改正的，則另一方有權通過書面通知終止交易文件及任何已簽發的工作訂單/工作說明書。
- 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.
 如果供應商違反本一般條款及條件下第 5、7、8、9、10、16.7、16.11、16.12 及/或 16.13 條的任何規定，或供應商在回應“針對供應商的問卷”（在簽訂本一般條款及條件前完成）中未提供重大資訊或提供誤導資訊，供應商將視為嚴重違反了交易文件，愛爾康可以在任何時候以書面形式通知第三方，立即終止本合約。在該等情況下，愛爾康有權通過書面通知立即終止交易文件。此外，無論愛爾康是否終止交易文件，供應商應向愛爾康支付交易文件下合約或截至終止日前採購訂單項下（無需簽訂合約時）發生的費用總價值之 20%的金額作為違約金。若違約金不足以補償愛爾康所遭受的損失，供應商應進一步補償。
- 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終止，雙方應合作以成本最低的方式終止服務的提供/產品的供給。
- 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.
 交易文件終止時，供應商應立即自行並促使其每位員工、代理、分包商或其他相關供應商立即返還為履行交易文件下供應商的義務而從愛爾康收到的任何及所有的愛爾康資訊、著作以及資料。
- 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.
 任何交易文件的終止不妨礙一方對另一方行使任何索賠或採取法律行動的權利。
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.
 如果由於超出一方合理控制的事件而使得其未能履行或遲延履行任何交易文件下的義務（賠償義務除外），且該一方沒有任何疏忽或過失，則該方無須為該等未能履行或遲延履行承擔任何責任（賠償義務除外）。罷工、停工及其他勞資糾紛不得被視為是超出了當事人合理控制範圍的事件。對於不可抗力事件，雙方將真誠地協商以確定盡可能降低不可抗力事件影響的最佳方案。儘管如此，若某一不可抗力事件自其發生之日起持續時間超過了三(3)個月，任何一方得立即書面通知終止相關交易文件。
15. **No Publicity** 不宣傳
 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.

未經另一方事先書面同意，任何一方或其代理人不應當在任何新聞稿或其他宣傳材料中使用另一方及其關係企業 的名稱、徽記、標誌、商標、商號或標識（或其任何縮寫或改寫），或以其他方式揭露其是參與交易文件一方的

這一事實（向其關係企業或顧問揭露的除外），或作出可達到相同效果的任何其他揭露或陳述，除非這種揭露是 所適用的法律或司法判決要求的。

16. Miscellaneous 其他

- 16.1 **Assignment.** The obligations under the Translation 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.

轉讓。未經另一方事先書面同意，交易文件下的任何義務不得轉讓，但無論交易文件是否含有相反約定，愛爾康 有權將交易文件下的權利及/或義務全部或部分地轉讓給(1)愛爾康的任何關係企業；及/或(2)任何收購愛爾康全部 或部分業務或資產的收購方，而無須取得供應商的授權。愛爾康會向供應商發出書面通知，通知其上述轉讓是否 發生，轉讓的生效時間及其他與轉讓有關的具體約定應以愛爾康發出的書面通知為準。自轉讓生效之日起，相關

的受讓人/承繼人應承擔轉讓人在轉讓的交易文件下的所有權利及義務（在部分轉讓的情況下，應承擔與轉讓部分有關的權利及義務），並成為相關交易文件的一方。違反本條的任何轉讓均是無效的。

- 16.2 **Applicable law, Dispute Resolution.** This Agreement shall be construed by and enforced in accordance with the laws of Taiwan without regard to its principles of conflicts of law. The parties hereto agree that the Taipei District Court shall be the court of first instance for any dispute or action related to or arising out of this Agreement.

適用法律，爭議解決。交易文件應由台灣法律管轄並予以解釋，但排除沖對衝突法的適用。雙方茲此同意，有關交易文件的任何爭議應由台北地方法院為第一審管轄法院予以解決。

- 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.

訪問門禁卡。為履行交易文件，得授予供應商訪問愛爾康場所之權利。對於該等交易，愛爾康應授予供應商的員工合理訪問其經營場所的授權，但應僅以履行交易文件義務為唯一目的。在交易文件執行期間，愛爾康應向供應商發放名牌或通行門禁卡以進入愛爾康場所。名牌及通行卡均屬愛爾康的財產。在愛爾康的經營場所內，名牌必須在任何時候均佩戴在顯著的位置。供應商應及時報告愛爾康任何丟失的名牌或通行卡，且供應商應在服務/職責履行完畢後或在愛爾康要求時，將所有名牌和通行卡交還給愛爾康。供應商應要求其僱員遵守愛爾康員工或保全人員的指 示，及愛爾康規定之任何其他限制。愛爾康有權拒絕任何不符合愛爾康之規定、規章及政策的個人進入其場所或責令 其離開愛爾康場所。

- 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.

持續有效。本一般條款及條件下任何根據其自身屬性需持續履行義務的條款應在交易文件終止或到期後持續有效，該等條款包括但不限於“保密條款”、“智慧財產權條款”、“賠償條款”、“保險條款”、“終止條款”、“稅務條款”、“不宣傳條款”及“其他條款”。

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.

完整合約。交易文件是雙方之間就主題事宜達成的全部合約及諒解，並且其將取代雙方之間在相關交易文件簽署日期之前達成或取得的所有書面及口頭的共識或諒解（如有）。交易文件的條款只能通過雙方簽署書面文件的方式進行修改或調整。交易文件的所有附錄及附件均是交易文件不可分割的組成部分。

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.

棄權。一方沒有要求嚴格遵守交易文件中的任何條款不應視為該方放棄或剝奪該方堅持要求嚴格遵守該條款或交易文件下的任何其他條款的權利。任何棄權必須以書面形式由棄權的一方簽署。任何交易文件中的任何條款或規定的無效或無法執行，不影響其他任何條款或規定有效性及可執行性。

16.7 **Ethical Business Conduct** 道德的商業行為

- 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;

通過簽署本一般條款及條件，供應商同意以與適用的當地法律及良好的商業道德相一致的方式開展所有業務。供應商同意遵守任何相關交易文件所適用的所有法律、法令及規章，且不會採取可能違反該等適用法律、法令及規章的任何行動，該等法律、法令及規章包括但不限於美國反海外腐敗法、英國反賄賂法以及相關的反賄賂經合組織準則（若該等法案符合當地法律）。對本條的任何違反均將被視為實質性違反交易文件，且守約方可據此終止交易文件；

- 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;

愛爾康在其影響範圍內，促進及保護在聯合國世界人權宣言中規定的權利。愛爾康在其商業運作中不允許任何侵犯人權的行為。供應商應執行相同的標準，且不得僱傭任何“未達年齡”的員工，使用強迫勞動力及/或從事任何其他形式的勞動剝削；

- 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

愛爾康亦推廣符合企業健康、安全及環境（HSE）政策的良好實踐。員工的健康及安全以及環境保護始終是重中之重。愛爾康認為該等事宜對企業的成功至關重要，且不會為了追求經濟價值或生產力而弱化對其之重視。供應商應執行相同的標準，保證其各工作場所均配備適當的裝備，而使其員工遠離任何已知的可能引起死亡、傷害或疾病的危害因素；及

- Supplier agrees to adhere to the Alcon Code of Conduct and the Anti-bribery Policy, which can be found at <http://www.alcon.com>

供應商同意遵守愛爾康行為準則及反賄賂政策，該等政策可以在以下網址查找 <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.

品質。如果愛爾康相關的品質政策及程序有相應要求，交易文件各方將簽署一份另各方滿意的品質合約。供應商及愛爾康品質人員將合作起草及執行該品質合約。若當事人不能就品質合約達成一致，相關方得終止相關交易文件。如果交易文件的標的物與任何需要控制的商品、產品或者服務有關，供應商應允許愛爾康代表，在合理的事先

書面通知的情況下審核及檢查其操作運營。就任何衛生部門的檢查，供應商應立即通知愛爾康。

- 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 courier with tracking capabilities, addressed as notified by the other party in writing.
通知。相關交易文件下的任何通知均應以書面形式作出。如果該等通知是向另一方書面通知的地址親自遞送，或通過可追蹤的快遞發出，則其將被視為已適當通知。
- 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條款被裁定為非法、無效或不可執行，該等條款僅在必要及最低的程度內被視為已刪除或相應修改，交易文件的其他條款及條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' 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.
審計：愛爾康有權自擔成本在經合理事先通知供應商的情況下，於任何時候審計供應商的記錄及設施，以確保供應商符合交易文件條款（包括符合愛爾康供應商行為準則），並核實及確認由愛爾康支付的所有款項。愛爾康可委託第三方審計機構進行審核，在該等情況下，被指定的審計師應對其審計的第三方保密資訊承擔保密義務。供應商同意保持其持有的與交易文件相關的所有合約、文件、信件、副本、帳戶及/或其他資訊（合稱為“記錄”）的準確性和完整性。該等記錄應按照公認的商業會計實務進行維護，且在相關交易文件有效期間及其終止後的三（3）年內（或者法律要求的保存期間）予以保存。供應商應當在相關交易文件有效期內以及該交易文件或者工作訂單/工作說明書終止或者到期後3年內（或者法律要求的保存期間）（取較晚者），保存並向愛爾康或其會計師或其他代表在任何合理的時間內出示及提供與費用及支出有關的時間記錄（包括供應商員工的帳單/時間記錄）、成本及開支記錄（包括產生的外部費用，以及供應商在相關交易文件下採購的服務及材料），以供愛爾康查閱及審計。任何此類審計或檢查應由愛爾康承擔費用，但是，如果審計或檢查發現供應商多收取了經審計的交易期間之交易金額的10%，則供應商應承擔該審計費用。根據愛爾康需要履行審計的書面通知，供應商應立即全力予以配合並根據合理要求授權愛爾康查看所有相關文件及材料。供應商拒絕或妨礙對其記錄的審計將構成重大違約，且愛爾康應有權根據第13.3條的約定終止相關交易文件。
- 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 (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.

愛爾康第三方行為準則：愛爾康向供應商推廣聯合國全球契約中的社會及環境價值。愛爾康希望在可能的程度內利用其影響力鼓勵供應商採用該等契約。

供應商應當：

- 遵守“愛爾康第三方行為準則”的各項要求（以及之後公佈的更新版本）。“愛爾康第三方行為準則”可通過以下連結查閱及下載 https://www.alcon.com/sites/g/files/rbvwei496/files/2019-04/Alcon%20Third%20Party%20Code_V3_11.03.2019.pdf。供應商亦可要求愛爾康向其提供一份免費的“愛爾康第三方行為準則”；
- 根據愛爾康供應商行為準則第 9.6 條的要求，應愛爾康的合理要求向愛爾康或其關係企業提供相關的資訊及文件，以供愛爾康驗證供應商是否遵循了“愛爾康第三方行為準則”；
- 如有被認定為不符合“愛爾康第三方行為準則”的行為，供應商必須盡力改正（若得改正）並按要求向愛爾康報告改正的進度；
- 若愛爾康已事先同意供應商通過其關係企業及/或分包商向愛爾康提供產品/服務，則供應商應確保該等第三方亦將同樣遵守有關愛爾康第三方行為準則的上述要求。

供應商茲此同意並確認愛爾康第三方行為準則是本一般條款及條件不可分割的組成部分。

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.

隱私保護。愛爾康及供應商預計交易文件可能涉及處理個人資訊，即根據當地法令及規定的定義，以任何形式（包括電子及紙本文件）識別或可識別個人的資訊。如果任何交易文件涉及處理適用資料保護法範圍內的個人資訊，則附件四（“個人資訊保護要求”）應適用。供應商在收集、處理或管理個人資訊時，應嚴格按照交易文件以及適用的資料保護法的所有要求。

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.

交易文件可能含有個人資訊，例如可識別或描述一名或多名個人的姓名、簽名、銀行帳號資訊及聯繫方式等。交易文件有可能或被傳輸、儲存或處理於與交易文件簽署地或簽字人所在地有著不同資料保護法律的其他國家。交易文件下揭露的個人資訊將被用作管理及執行交易文件之目的。交易文件的簽署及交付將構成每一方的聲明，確認交易文件中被揭露的個人均已被通知且同意該等個人資訊可以按照本條規定的方式被傳輸、儲存或處理。