

## ALCON LABORATORIES IRELAND LTD. ("the Company") CONDITIONS OF PURCHASE FOR GOODS AND

### SERVICES DEFINITIONS

In these Conditions:

"Legal Requirement" means the requirements of: any law applicable in Ireland; any person who, pursuant to European Union or Irish law, has authority in relation to the Goods or Services; any guidance, policy or directions with which the Supplier is bound to comply.

"the Supplier" means the person, firm or company to whom the Order is addressed.

"the Goods" means the articles, raw materials or any of them to be supplied by the Supplier to the Company pursuant to the Order (including any articles or materials supplied in connection with Services).

"the Services" means work and/or services or any of them to be performed by the Supplier for The Company pursuant to the Order,

"the Order" means a purchase order in respect of Goods and/or Services issued by the Company to the Supplier on the Company's official purchase order form, together with all other documents referred to therein.

"Tooling" means tools, figs, dies, fixtures, moulds, patterns and/or equipment which is furnished to the Supplier and which is supplied or paid for by the Company or for which the Company is liable to pay under the terms of the Order.

### 1. APPLICATION

These Conditions shall apply to and be incorporated in the contract between the Supplier and the Company for the supply of the Goods and/or the Services and shall be in substitution of any oral arrangements made between the Company and the Supplier and shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the Order and/or these Conditions or any of them shall be binding upon the Company unless specifically agreed to in writing and signed by a duly authorised representative of the Company.

### 2. ACCEPTANCE OF ORDER

All the terms of the contract between the Company and the Supplier are contained in or referred to in the Order and in these Conditions (regardless of what the Supplier's own conditions of sale may be, which the Supplier hereby waives). The execution and return of the acknowledgement copy of the Order by the Supplier or the Supplier's execution or commencement of work or commencement of delivery pursuant to the Order constitutes acceptance of the Order on the terms hereof by the Supplier. The acceptance of the Order is limited to and conditional upon acceptance by the Supplier of these Conditions.

### 3. COMPANY INSTRUCTIONS

The Company shall be under no responsibility to accept delivery of Goods and/or the performance of Services for which written instructions have not been provided by the Company. Deliveries of Goods other than in accordance with the Order may (at the Company's discretion) be returned to the Supplier at the Supplier's expense and risk and the Supplier shall pay all the Company's costs of packing, handling and sorting such deliveries. The Company may (at its reasonable discretion) from time to time change any details specified in the relevant Order by written instructions.

### 4. PACKING, MARKING AND DOCUMENTATION

The Goods shall be properly packed, marked and delivered at the Supplier's expense in accordance with the Order. Each advice note, bill of lading and invoice shall bear any applicable component number, delivery date or date for completion of the Services and the location to which the Goods are to be delivered or at which the Services are to be provided. Advice note invoices must be sent as directed by the Order. The Supplier agrees on request to supply the Company with any necessary declarations and documents stating the origin of the Goods and the manner in which they qualify for EU preferences.

### 5. DELIVERY DATES

Time is of the essence in the performance by the Supplier of the Order. If delivery dates for the Goods or the dates for the provision and/or performance of the Services cannot be met, the Supplier shall promptly notify the Company of the earliest possible date for delivery of the Goods or the provision of the Services. Notwithstanding such notice, and unless a substitute delivery date for the Goods or date for the provision of the Services has been expressly agreed to by the Company in writing, the Supplier's failure to effect delivery of the Goods or the provision of Services on the date specified shall entitle the Company to cancel this Order without liability to the Supplier, to purchase substitute items or services elsewhere and to recover from the Supplier any loss and additional costs incurred. The Goods shall be delivered during the Company's usual business hours, unless otherwise agreed between the Company and the Supplier. The Company is under no obligation to accept or pay for any Goods supplied earlier than the delivery date.

### 6. DELIVERY POINTS

The Goods must be delivered at the delivery point specified in the Order. If the Goods are incorrectly delivered the Supplier will be liable for any additional expense involved in handling and delivering them to their correct destination.

### 7. NOTIFICATION

The Supplier will report immediately to the Company the occurrence of any event either within or beyond its control which is likely to affect delivery of the Goods or the provision of the Services.

### 8. QUALITY, QUANTITY AND DESCRIPTION

It is a condition of the Order that the Goods supplied to the Company under the Order shall be of first class materials and workmanship throughout and must meet the governing specifications referred to in the Order as to quantity quality standards and description. It is a condition of the Order that the Services shall be supplied in full accordance with the terms of the Order and shall be executed with reasonable care and skill by properly qualified and experienced persons. If delivery pursuant to the Order is incomplete, the Company reserves the right, without prejudice to any of its other rights, to accept or reject the Goods so delivered and to cancel or vary the balance of the Order.

### 9. ACCEPTANCE OF GOODS AND SERVICES

The Goods and the provision of the Services shall be subject to inspection and testing by the Company, in any case where the Goods, the Services or any part thereof (whether or not inspected or tested by the Company) do not comply with the requirements of the Order the Company shall have the right to repair such Goods at the expense of the Supplier or to reject the Goods concerned and shall have the right to reject any Services concerned and when doing so shall give notice of rejection to the Supplier specifying the reasons therefor and shall thereafter return any Goods concerned to the Supplier at the Supplier's risk and expense. In such case the Supplier shall within a reasonable time replace such rejected Goods or Services with Goods or Services which are in all respects in accordance with the Order. If the Supplier shall fail to replace any rejected Goods or Services within a reasonable time the Company shall have the right to purchase replacement goods or services from another source and any money paid by the Company to the Supplier in respect of the rejected Goods or Services together with any additional expenditure over and above the contract price reasonably incurred by the Company in obtaining replacement goods or services shall be paid by the Supplier to the Company.

### 10. INDEMNITY

The Supplier agrees to indemnify and at all times to hold the Company, its agents, employees, officers, subsidiaries, associated companies and assigns indemnified from and against any and all liability, damage, claim, loss, cost or expense indirectly or directly arising from or consequential upon; any alleged or actual infringement of any patent, registered design, copyright, trade mark or other rights of property vested in any other person, firm or company resulting from the purchase, use or resale by the Company, its servants, agents or customers of the Goods or the Services or any part thereof; any act or omission in the performance of or in connection with any or all of the obligations undertaken by the Supplier pursuant to the Order, whether by reason of the negligence of the Supplier, its agents, employees, or sub-contractors or their agents or employees, or otherwise, including without limitation to the generality of the foregoing any liability arising as aforesaid from any injury to any person or persons but excluding any such liability, damage or loss arising directly from negligence on the part of the Company. Provided that the Supplier shall have no obligation to

indemnify under this Clause if and to the extent that any relevant liability, damage, loss, cost or expense incurred was only incurred because the Supplier delivered the Goods or provided the Services strictly in accordance with the designs, plans or specifications supplied by the Company. If, as a result of any third party infringement claim, an injunction or exclusion order prevents the Company's use, sale, lease, license, or other distribution of any of the Goods and/or Services, without prejudice to any of the other rights of the Company the Supplier shall, at its expense and upon the Company's request: (i) use commercially reasonable efforts to obtain for the Company and its customers the right to continue using such Goods and/or Services; or (ii) replace or modify the infringing Goods and/or Services so that they become non-infringing while providing substantially the same functionality; or (iii) if the remedies in (i) and (ii) are not available, refund to the Company all of the fees paid by the Company for such infringing Goods and/or Services.

### 11. INSURANCE

The Supplier will at all times insure and keep himself insured with a reputable insurance company against all insurable liability under the Order and in respect of the Goods or the Services and without prejudice to the generality of the foregoing against all the Supplier's liabilities under Condition 10. The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Order.

### 12. PACKING

The Company shall not accept a charge for packages or containers unless specified in the Order. The Company will (if its storage facilities permit) store at the risk and cost of the Supplier the Supplier's returnable packages whilst in the Company's possession for a reasonable period of time not exceeding 6 months from receipt the costs of collection, storage, insurance and carriage will be borne by the Supplier.

### 13. PRICE

All prices for the Goods and the Services shall be as stated in the Order, save that if no such price is stated the price of Goods or the Services shall be the lowest price currently quoted or charged at the date of the Order by the Supplier for those Goods or Services, but in no event higher than the price most recently charged to the Company by the Supplier for those Goods or Services. Where Goods or Services are subject to purchase tax, value added tax or any other similar taxation the amount legally demandable is to be rendered as a separate item of account and if required by the Company the Supplier will produce bona fide evidence of the amount paid or to be paid in respect thereof.

### 14. TERMINATION

The Company reserves the immediate right to terminate or suspend the Order or any part thereof for its sole convenience. In the event of such termination or suspension, the Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. The Supplier shall be paid a reasonable termination or suspension charge consisting of a percentage which reflects the percentage of the work satisfactorily performed prior to the notice of termination or suspension. The Supplier shall not be paid for any work done after receipt of the notice of termination or suspension. Without prejudice to any other rights or remedies to which it may be entitled the Company may by written notice to the Supplier terminate the Order forthwith and without liability, in the event that: the Supplier refuses or fails to make deliveries of the Goods or to perform the Services within the time specified in the Order or refuses or fails to perform any other provisions of the Order or these Conditions and fails to remedy such breach within 10 days after receipt of written notice from the Company requiring remedy thereof; or the Supplier makes any arrangement or composition with its creditors or if a bankruptcy petition is presented or if the Supplier enters into liquidation whether compulsorily or voluntarily or has a receiver appointed of the whole or any part of its assets or undertaking or has an administrator, receiver or examiner appointed to manage its affairs, business and property or if it takes or suffers any similar action in consequence of debt. Other than as expressly stated in this Condition, the Supplier will not be entitled to any other payment or damages on a suspension or termination.

### 15. TITLE AND RISK

Unless stated otherwise in the Order, the property and risk in the Goods shall pass to the Company on delivery of the Goods to the Company, without prejudice to any right of rejection which may accrue to the Company under these Conditions or otherwise.

### 16. WARRANTY

The Supplier warrants and it is a condition of the Order that the design, construction and quality of the Goods will comply in all respects with any Legal Requirement which may be in force at the time of delivery and that the Goods will be fit and suitable for the purpose intended by the Company and shall be of merchantable quality and of good material and workmanship and free from defect. The Supplier warrants that the provision of the Services will comply with any Legal Requirement which may be in force at the time the Services are provided. The warranties and remedies provided for in this Condition and Condition 10 above shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding the acceptance by the Company of all or part of the Goods or the Services in respect of which such warranties and remedies are applicable. The Supplier shall, in performing the Order, comply with all Legal Requirements.

### 17. PRICE WARRANTY

The Supplier warrants that the prices for the articles sold to the Company hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event the Supplier reduces its price for such article during the term of the Order, the Supplier agrees to reduce the price hereof correspondingly. The Supplier warrants that prices shown on the Order shall be complete, and no additional charges of any type shall be added without the Company's express written consent.

### 18. FORCE MAJEURE

It shall not be deemed default hereunder and neither the Company nor the Supplier shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control and without the fault or negligence of the Company or the Supplier arising in connection with riot, terrorism, war or hostilities between nations, governmental action (other than action taken in response to violation or failure to act by one of the parties or any of its affiliates with respect to any law or governmental regulation, in which case the party at fault shall not be permitted to claim the benefit of this paragraph), acts of God (including, for example, floods, windstorms, earthquakes and other natural disasters), fire, accidents, and in relation to the Company only, strikes and other labor disputes of any kind. Each party will notify the other in writing of the cause of such delay within five (5) days after the beginning thereof. To the extent that, and so long as the obligations of either party are affected by any such cause or event, such obligations shall be suspended provided, however, that time is of the essence and should the Supplier fail to comply with the Company's delivery schedule or otherwise fail to comply with its obligations hereunder, the Company may terminate this purchase order without liability. In the event of a failure by the Supplier to perform as required by the Order arising from any of the above mentioned causes or events beyond its reasonable control the Company shall be entitled to obtain the Goods or the Services elsewhere for the duration of such failure and to reduce, pro tanto, and without any obligation upon the Company, the quantity or amount of the Goods or the Services ordered from the Supplier under the Order.

### 19. ASSIGNMENT AND SUB-CONTRACTING

Neither the Order nor any part thereof shall be assigned, sub-contracted or transferred in any other manner to a third party without the Company's prior written consent. Any such consent to sub-contracting shall not relieve the Supplier of any obligation to comply with these Conditions or the Order. The Supplier shall assign to the Company the benefit of all warranties, indemnities and other covenants received by the Supplier from any third party in connection with the Order.

### 20. DRAWINGS, SPECIFICATIONS, ETC.

All specifications, drawings, sketches, models, samples, tools, designs, technical information or data and other proprietary information, written, oral or otherwise ("Information"), furnished to the Supplier by the Company or on its behalf and all rights therein shall remain the property of the Company and shall be returned promptly to the Company (together with all copies) at the Company's request. Such Information shall be treated as strictly confidential, shall be kept safely and shall not be used or disclosed by the Supplier except strictly as required in the course of performance of the Order. Unless the Company has otherwise agreed in writing all Information of every description whether written or oral or three dimensional prepared by the Supplier in connection with the Order shall be written in English (as

d. appropriate) and shall be the Company's sole property and the Company may reproduce and use the said items freely for any purpose whatsoever.

## 21. TERMS OF PAYMENT AND CONTRA-SUMS

Unless otherwise stated in the Order payment of invoices shall be made by the end of the month following the month in which the Goods are received, or in the case of the Services when the Services are completed, in accordance with the Order. The Company reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Company in connection with the Goods and/or the Services supplied to the Company or otherwise due to the Company in accordance with these Conditions.

## 22. CHANGES

The Supplier shall not make any changes whatsoever in the colour, specification, design or composition of the Goods or the Services.

## 23. TOOLING

All Tooling shall be and remain the property of the Company and shall be marked "PROPERTY OF ALCON LABORATORIES IRELAND LTD.". The Supplier shall at the Supplier's expense maintain all Tooling in first class condition and immediately replace any Tooling which is lost or destroyed or becomes worn out. The Supplier shall adequately insure all Tooling against loss or destruction and shall produce on demand by the Company the policy of such insurance and the premium receipts. No Tooling shall be moved from the Supplier's premises or disposed of by the Supplier without the prior written approval of the Company. No Tooling shall be used in the production, manufacture or design of any goods or materials other than those contracted for by or in pursuance of the relevant Order nor for larger quantities than those specified.

## 24. COMPANY'S PROPERTY

The following provisions of this Condition shall apply to any material or property sent by the Company to the Supplier for any purpose in connection with the Order and whenever the Order requires the Supplier to repair or apply a process to goods or materials owned by the Company (hereinafter called "Company's Property") which the Company makes available for that purpose:- the Company's Property shall be returnable on demand; the Supplier shall indemnify the Company against loss of or damage to the Company's Property while it is in the possession custody or control of the Supplier or of any permitted sub-contractor. During such time the Supplier shall adequately insure against such loss or damage and shall produce on demand by the Company the policy of such insurances and the premium receipts. The Supplier shall keep the Company's Property separate from all property of others and shall clearly mark the Company's Property "PROPERTY OF ALCON LABORATORIES IRELAND LTD.". The Company's Property shall not be removed from the Supplier's premises without the Company's written authority (except for the purpose of fulfilling the Order); the Supplier shall keep separate account of all Company's Property and will furnish statements on request giving details, description and location thereof both before and after repair or processing (as the case may be) as well as any other information regarding the Company's Property asked for by the Company. The Company and persons authorised by it shall be entitled at all reasonable times to check and inspect the Company's Property and the Supplier's records thereof and may enter the Supplier's land and buildings for those purposes; and the Supplier shall promptly pay to the Company on demand the full value of any of the Company's Property which is not returned.

## 25. COMPANY'S PREMISES

If the Supplier is present on any of the Company's premises, the Supplier shall comply with: the Company's internal rules of work which are notified to the Supplier in writing; any instruction by the Company, including but not limited to, instructions relating to health and safety and instructions relating to access to parts of the Company's premises.

## 26. LICENCES

If the performance of the Order requires the Company to have any permit or licence from any government or other authority in Ireland or any other jurisdiction, the Order shall be conditional upon such permit or licence being available at the required time.

## 27. ADVERTISING

The Supplier will not without the prior written consent of the Company advertise or publish in any way whatsoever the fact that the Supplier has contracted to supply the Goods or the Services to the Company.

## 28. WAIVER

The failure to exercise or delay in exercising a right or remedy under this contract by the Company shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this contract shall prevent any further exercise by the Company of the right or remedy or the exercise of any other right or remedy.

## 29. CONFIDENTIALITY

The Supplier must treat information it obtains for the Order or from the Company as confidential, except for disclosure required for the purposes of the Order or by law.

## 30. KEY PERSONNEL

The Supplier shall ensure that the Services are performed under the direction and control of the key personnel identified in the Order.

## 31. PROPER LAW OF CONTRACT

Any contract to which these Conditions apply shall be governed by, and construed in accordance with, the laws of Ireland.

## 32. JURISDICTION

The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions or any Order (including a dispute regarding the existence, validity or termination of a contract between the Supplier and the Company). This Condition is for the benefit of the Company only, as a result the Company shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law the Company may take concurrent proceedings in any number of jurisdictions.

## 33. GOODS OR SERVICES USED IN MANUFACTURE OF PURCHASER'S FINISHED PRODUCT.

If Seller is or will be supplying Purchaser with a good (i.e., an ingredient, component, or process aid) or a service (for the purpose of this section, the "Product") to be used in the manufacture of Purchaser's product(s) ("Purchaser Finished Product"), Seller shall comply with the following terms:

- a. Purchaser has the right to perform periodic audits at the Seller's facility.
- b. In the event that Seller receives an announced or unannounced health authority inspection, Seller will notify Purchaser immediately. Upon Purchaser's request, Seller shall provide to Purchaser a copy of any report and other written communications received from such government or regulatory agency in connection with such visit or inspection. Each of the parties agrees to cooperate to the extent reasonably requested by the other in connection with any communications with the FDA, other health authority, or Purchaser's Notified Body.
- c. Prior to making any changes in the design, processes, methods, specifications, equipment, production systems, manufacturing site, relevant regulatory compliance status, ownership, or procedures relative to the manufacturing, packaging and/or labeling of the Product supplied to Purchaser, Seller shall provide Purchaser with reasonable prior written notice of such change to allow Purchaser to assess the impact and obtain regulatory approvals if necessary; Seller will obtain Purchaser's prior written consent before implementing such change.

If Seller experiences a process shift or process excursion during the Seller manufacturing process such that there might be a potential impact to the quality of the Product supplied to Purchaser, Seller will notify Purchaser. Seller will work with Purchaser to build the appropriate corrective and preventative actions and to determine disposition of the affected Product.

- e. Purchaser will handle, process and respond to all customer complaints related to the Purchaser Finished Product, including complaints related to the Product supplied by Seller to Purchaser, for all markets. Purchaser and Seller shall maintain complaint files regarding the Product supplied to Purchaser, including, without limitation, any Product quality complaints, for such period as may be required by applicable law. All complaints received by Seller relating to a Product provided to Purchaser, or relating to a product that is not specifically the Product provided to Purchaser but which is identical or materially similar in some particular way to the Product furnished to Purchaser, will be promptly forwarded, in no event later than fifteen (15) days after receipt thereof, to Purchaser for appropriate and timely reporting and response in accordance with applicable law, including, without limitation, adverse event reporting pursuant to 21 CFR Part 314, medical device reporting pursuant to 21 CFR Part 803, compliance with all guidelines adopted by the European Commission from time to time and published in Volumes 4 and 9 of the Rules Governing Medicinal Products in the EU (including Chapter 8 (Complaints and Product Recall)), and MEDDEV 2.12-1; provided, however, Seller shall notify Purchaser of any serious adverse reaction, patient injuries, or device malfunctions, as defined in FDA or other applicable regulations, pertaining to the Product, within twenty-four (24) hours after receipt thereof. Seller agrees to cooperate with Purchaser to investigate and resolve all complaints and to take remedial action to avoid similar complaints in the future. This Section shall survive the expiration or termination for whatever reason of this Agreement.

## 34. RESPONSIBLE PROCUREMENT

Alcon Inc. promotes the societal and environmental values of the United Nations Global Compact to its third party contractors and uses its influence where possible to encourage their adoption. Alcon expects all third party contractors with whom it works to comply with the law, and to adhere to the Alcon Third Party Code of Conduct, Alcon Global Anti-Bribery Policy and other supplier-related codes, policies and guidelines that can be found at

<https://www.alcon.com/about-us/responsible-business-practice>

Suppliers shall familiarize themselves with these codes, policies and guidelines and provide information on request to Alcon associates concerning labor, health and safety, animal welfare, anti-bribery and fair competition, and data protection and privacy practices, in the form requested and allow Alcon associates (or our nominated third party experts) adequate access for the purposes of auditing compliance with these standards.

Suppliers will use best endeavors to rectify identified non-compliances and report remediation progress to Alcon on request. At Alcons' discretion, failure to adhere to these standards shall entitle Alcon to terminate without compensation. Supplier confirms that it has read and understood the Alcon Supplier Code.

## 35. CONFLICT MINERALS

Seller acknowledges that Alcon's parent company, Alcon Inc., a public company that files reports with the U.S. Securities and Exchange Commission ("SEC"), and is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Conflict Minerals Law"). Under the Conflict Minerals Law, Purchaser will be required to submit reports and disclose (a) whether any Tantalum, Tungsten, Tin or Gold (Conflict Minerals or 3TG) necessary to the functionality or production of Purchaser's products originated from the Democratic Republic of the Congo ("DRC") or any adjoining country; and (b) if any Conflict Minerals did originate in the DRC or an adjoining country, the due diligence measures taken by Seller to identify the source of the Conflict Minerals used in its products. Seller shall cooperate with Purchaser from time to time, at no additional cost to Purchaser, in Purchaser's performing a reasonable due diligence investigation on the origin of Conflict Minerals contained in the goods delivered to Purchaser under this purchase order to enable Purchaser to comply with its disclosure and reporting obligations under the Conflict Minerals Law. Such due diligence may include but shall not be limited to assisting Purchaser in conducting a "reasonable country-of-origin inquiry" on such Conflict Minerals or completing and submitting to Purchaser such questionnaires or templates relating to the origin of Conflict Minerals contained in the goods, as Purchaser shall request. If the goods being supplied under this purchase order contain the minerals Tantalum, Tungsten, Tin or Gold, then the Seller shall ensure that any items or materials forming part of the supplies have been purchased from legitimate and responsible sources which are in compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and which are not in any way involved in funding conflict. If requested by Purchaser, the Seller shall provide to Purchaser all relevant information showing the source of such items and materials.