

PT. CIBA VISION Batam  
PURCHASE ORDER TERMS AND CONDITIONS

1. **ACKNOWLEDGEMENT AND ACCEPTANCE.** This Purchase Order ("Purchase Order" or "Order") will govern the purchase by PT. CIBA VISION Batam, (hereinafter, together with its affiliates, referred to as "Buyer") of goods or services from Seller, as described in this Order. Seller's action in either
  - (a) accepting this Order in writing,
  - (b) delivering materials, or
  - (c) performing services in accordance with this Order will constitute Seller's unqualified acceptance of the terms and conditions hereof. Seller's failure to reject this Order in writing within 14 days of its date will be deemed to be acceptance. Acceptance of this Purchase Order is expressly limited to the terms of this Order and its terms will govern unless other terms are accepted in writing by Buyer. No oral agreement or other understanding shall in any way modify this Order, or the terms or conditions hereof.
2. **PRICE.** This Order shall not be filled at prices higher than those shown on the Order unless such increased prices have been authorized by the Buyer in writing. If no price is stated, the goods or services will be billed at the price last quoted by Seller, or last paid by Buyer, or the prevailing market rate, whichever is lowest. In no event will the price be higher than the lowest price charged to Seller's other customers for similar goods in similar volumes or similar services. Buyer will be entitled to all discounts and other special offer to Seller's other customers.
3. **SHIPPING INSTRUCTIONS.** The goods shall be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport. Shipment shall be made via the most economical route, and in a single shipment unless otherwise instructed in this Order. Seller shall furnish for each shipment a receipted bill of lading or other receipts from the carrier. No charge shall be made for packing, crating, storage, insurance, shipping, or delivery expense unless authorized by Buyer in this Order. Buyer reserves the right to return over-shipments or shipments made in advance of the scheduled deliveries at Seller's expense. Buyer's count and weight shall be accepted as final and conclusive if a packing slip is not enclosed with shipment. Time and rate of deliveries are of the essence of this Order. Time is of the essence. Buyer reserves the right to cancel this Order and reject the goods if delivery is not made in accordance with either
  - (a) the times stated in this Order, or
  - (b) Buyer's specifications, or
  - (c) the other terms of this Order.
4. **PAYMENT.** All invoices shall be in duplicate, and shall state the delivery terms, discount terms, purchase order number, item numbers, and any applicable taxes. Whenever any discount is applicable, freight and similar charges shall be itemized separately. A bill of lading or express receipt must accompany each invoice. The cash discount period will start from the date of receipt of the goods by Buyer or from the date of invoice, whichever is later. Payment of invoice shall not constitute acceptance of goods or services and the invoice shall be subject to adjustment for errors, shortages, defects in goods or services or other failure of Seller to meet the requirements of this Order. Unless otherwise agreed in writing, cash discount terms shall apply on the 10th of each month following Buyer's receipt of invoice and all shipping papers.
5. **ASSIGNMENT.** Seller shall not assign this Order or any rights under this Order or any monies due or to become due under this Order without the earlier written consent of Buyer, and no attempted assignment by Seller shall be binding on Buyer without Buyer's written consent. Seller shall require that no assignee reveal any information concerning this Order except to those persons necessarily concerned with the transaction. Payments to an assignee of any claim arising under this Order shall be subject to reduction or set-off for any present or future claim or claims, which Buyer may have against the Seller.
6. **WARRANTY.** The Seller warrants that:
  - (a) *all material or services delivered under this Order will conform to the design and specifications and to drawings, samples or other descriptions referred to in this Order, will conform strictly to the requirements of this Order; will be free from defects and unreasonable hazards in design, material, and workmanship; are of merchantable quality; are suitable for Buyer's intended uses and purposes to the extent such uses and purposes are known or reasonably should be known to Seller; and*
  - (b) no article supplied under this Order is an article which may not be introduced into interstate commerce; no article supplied under this Order is produced in violation of the US Fair Labor Standards act, as amended or any equivalent laws; all articles supplied under this Order will be lawfully registered, as may be required by applicable laws; and all articles are furnished in full compliance with the Federal Hazardous Substances Act, where applicable, as well as with all other applicable federal, state and local laws; and
  - (c) the use of sale of the articles delivered under this Order will not infringe any patent, trademark or trade secret.*The warranties above will survive acceptance and payment and shall apply to Buyer, its successors, assigns, customers and the users of its products and shall not be exclusive. In the event of breach of warranty, Buyer may at its option, either return the affected goods for full credit or require prompt correction or replacement of the defective or nonconforming goods or services. Seller will ship the repaired or replacement goods back to the Buyer with the fastest transportation means possible. In the event Seller refuses to promptly correct the defective or nonconforming goods as requested by Buyer, Buyer may upon reasonable notice to Seller make the repairs necessary to correct said goods and charge Seller with the costs to repair. All shipping costs and any reasonable travel, removal, and installation costs incurred in connection with goods to be replaced or repaired or faulty work to be rectify, shall be borne by Seller. Seller may not limit the remedies available to Buyer or the damages recoverable by Buyer arising out of breach of warranty.*
7. **INSPECTION.** All goods delivered and work performed by the Seller must be 100% inspected or Seller must prove that the parts leaving its factory conform 100% to the Buyer's specifications. In addition, all goods or work under this Order shall be subject to inspection, testing and acceptance by Buyer. Buyer may inspect at the premises of the Seller, or at the premises of any of its subcontractors engaged in the performance of this Order, except in those areas as determined by the Seller to be restricted proprietary areas. Seller shall not be relieved of its obligations to replace any defective goods or work by reason of any failure on the part of Buyer to direct Seller's attention to any defect. Buyer's acceptance of goods or services will not relieve Seller from its obligations relating to warranties, latent defects, fraud, or such gross mistakes as amount to fraud. If the Buyer, after inspection, identifies any parts that do not conform to the PO specifications, that the parts had any defects, or that they were damaged when received, the Buyer has the right to charge any additional cost associated with the return of the parts to the Seller. If the Seller is unable to meet the delivery date for the parts, the Buyer reserves the right to correct the defect and charge its costs back to the Seller. In no event will acceptance be deemed to have occurred before Seller completes delivery. Buyer's use of or payment for goods or services during the acceptance period will not constitute acceptance of those good or services.
8. **INDEPENDENT CONTRACTOR.** The Seller shall perform all obligations under this Order as an independent contractor and not an employee or agent of the Buyer.

9. INDEMNIFICATION. Seller shall be responsible for and indemnify the Buyer against all losses, costs, claims, expenses or damages which may result in any way from any

- (a) breach of warranty contained in this Order;
- (b) accident, injury, or damage either to person or property or from death of any persons related to use of the products or services provided under this Order or related to any act or omission of the Seller, its agents, employees, or subcontractors except to the extent that the accident, injury, damage, or death is due solely and directly to the negligence of the Buyer.

10. INSURANCE. In addition to the obligations to indemnify Buyer, Seller shall at all times maintain such insurance coverage sufficient to cover its liability that may arise under this Order for commercial general liability, property damage, personal injury, and employee liability insurance to protect Buyer from any or all the foregoing risks. Upon the request of Buyer, Seller will supply certificates satisfactory to Buyer evidencing such coverage.

11. CHANGES. Buyer shall have the right to make changes within the scope of this Order in accordance with the provisions of clause 24 as incorporated below. If any change causes an increase or decrease in the price under this Order, or in the time required for performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within a reasonable time not to exceed thirty days from the date the change is ordered and the amount of such claim must be stated in writing. Nothing, however, provided herein shall excuse the Seller from proceeding with the Order as changed.

**APPROVAL OF CHANGES**

*Prior to any implementation, Seller must provide Buyer with a clear description of any changes concerning the composition or source of any raw material or component, method of producing (including equipment), processing, sterilization or testing, change in subcontractors, change in manufacturing site, labeling and packaging, specifications and/or distribution of the supplier material, and both parties must approve any such changes in writing prior to implementation. New procedures must be guaranteed by an agreed qualification plan. Any new location is subject to a qualification by Buyer and shall not be implemented prior to the provision of Buyer's written consent/acceptance.*

12. FORCE MAJEURE / DELAYS. Seller is excused from performing its obligations under this Order if, to the extent that, and for so long as:

- (a) its performance is prevented or delayed by an act or event (other than economic hardship, changes in market conditions, insufficiency of funds, or unavailability of equipment and supplies) that is beyond its reasonable control and could not have been prevented or avoided by its exercise of due diligence (a "Force Majeure Event"); and
- (b) Seller gives written notice to Buyer, as soon as practicable under the circumstances, of the Force Majeure Event.

A force Majeure Event includes: acts of God or the public enemy, acts of civil or military authority, terrorists acts, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, and labor disputes. If a Force Majeure Event continues for more than 30 days, then Buyer may terminate this Order with no fault to Buyer for undelivered goods or services. In addition, if the Seller, for any reason not provided for above, fails to proceed with the performance of this Order or to make deliveries within the time specified in this Order, or if the Buyer shall have reasonable doubt as to Seller's ability to perform its obligations, Buyer in addition to its remedies at law may at its option either approve a revised delivery schedule or terminate this Order or such part or parts hereof as to which there has been delay or any doubt, without liability to Buyer. In the event of a delay or an anticipated delay, the Seller shall use any means possible to expedite the delivery using the fastest transportation method available at the time of shipping at the Seller's cost. If Seller fails to fulfill the full quantity of any Order for any reason not provided above, Buyer will have the right to apply a five percent (5%) penalty on the invoice amount thereto for each week delayed.

13. BUYER'S RIGHT TO SUSPEND PERFORMANCE. Buyer shall have the right to require Seller at any time to suspend performance of all or part of this Order for an indefinite period of time. In no event shall such period exceed twelve (12) consecutive calendar months. In the event Buyer exercises said right, Seller shall cease performance of this Order, as directed by Buyer. Seller agrees to commence performance of the suspended order within a reasonable time after receiving Buyer's notice to commence the suspended Order. An equitable adjustment in the price and/or in the delivery dates shall be made in the event Buyer requires a suspension of an Order under this Clause.

**14. TERMINATION.**

- (a) Without cause. The Buyer may terminate this Order in whole or in part at any time for any reason or without cause by serving upon Seller a written notice, and will reimburse the Seller for his reasonable and necessary expenses incurred directly incident to this Order to the date of cancellation, but shall not be liable for any loss of profits on the portion thereof so cancelled.
- (b) With cause. Time is of the essence of this Order. If Seller fails to make delivery in accordance with the agreed delivery date or schedule, except as provided in Clause 12, or otherwise fails to observe or comply with any of the other instructions, terms, conditions, or warranties applicable to this Order or fails to make progress so as to endanger performance of this Order or in the event of any proceeding by or against Seller in bankruptcy or insolvency or for appointment of a receiver or trustee or an assignment for the benefit of creditors, Buyer may, in addition to any other right or remedy provided by this Order or by law, terminate all or any part of this Order by written notice to Seller without liability by Buyer to Seller on account thereof.

15. SEVERABILITY. If any provision of this Order should be determined to be void, illegal or unenforceable in any jurisdiction, the validity and effectiveness of such provision in any other jurisdiction, and the validity and effectiveness of the remaining provisions, shall not be affected, as long (in the latter case) as the material purpose of this Order can be determined and effectuated. In such event the parties shall, by amendment of the Order, properly replace such provision by a reasonable new provision or provisions which, as far as legally possible, shall approximate what the parties intended by such original provision and the purpose thereof.

16. GOVERNING LAW. This Purchase Order will be governed by the laws of Indonesia. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods.

**17. DISPUTES.**

- (a) Buyer and Seller shall attempt to resolve any disputes arising out of or in relation to this Order by good faith discussions. In the event of the occurrence of such a dispute, either party may give written notice to the other party requesting resolution by good faith negotiations within thirty (30) calendar days after such notice is received.
- (b) If the parties are unable to resolve any dispute pursuant to Clause 17(a) within the time period set forth therein, either party may thereafter initiate an arbitration hereunder to resolve that dispute and any directly related matters. Any claim or controversy arising out of or relating to this Agreement, or the transactions between Seller and Buyer contemplated hereby, which cannot be resolved by good faith negotiation shall be finally and exclusively settled by arbitration in accordance with the Commercial Disputes of the International Chamber of Commerce (ICC), except as otherwise agreed herein. The arbitration will be conducted in the country of operation of the relevant CIBA VISION affiliate. The arbitration shall be conducted before an arbitration panel consisting of

three arbitrators. Buyer and Seller shall each appoint one arbitrator and these two shall select the third. Decisions of such arbitration panel may be entered as a final judgment by any court having competent jurisdiction. Each party shall pay its own costs incurred in connection with such arbitration, and fifty percent (50%) of the fees assessed by the ICC arbitrators. Notwithstanding such agreement regarding arbitration of disputes, either party may at any time seek injunctive or other similar relief from a court with appropriate jurisdiction in order to enjoin any breach of this Agreement or otherwise maintain the status quo, provided that such procedure shall only be available for such limited purpose pending the final resolution of any such dispute pursuant to arbitration in accordance with this Order.

18. **BUYER'S EQUIPMENT/MATERIALS.** Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically purchased by Seller and paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of CIBA VISION" and shall be safely stored and properly maintained and sufficiently insured (in the joint names of the Buyer and Seller) by Seller. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property shall be available for inspection by Buyer at any and all times, and shall be subject to removal at Buyer's written request, in which event Seller shall prepare for shipment and shall redeliver such property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

19. **TAXES.** Except as may be otherwise provided in this Order, the price shall include all applicable Federal, State and local taxes of any kind in effect on the Order date and Seller will be responsible for all sales, revenue, income, excise, and other federal, state, provincial, or local taxes related to Seller's performance under this Order. Buyer may withhold from payments to Seller and pay taxes to the extent required by law.

20. **PATENT INFRINGEMENT.** Seller agrees to indemnify Buyer and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this Order or their intended use, and such obligation shall survive acceptance of the goods and payment therefore by the Buyer.

21. **USE OF BUYER'S DATA.** Seller shall not, without Buyer's written consent, disclose any drawings, plans, specifications, confidential information and intellectual property rights, know-how, discoveries, production methods and the like (herein referred to as "technical information") furnished to Seller by Buyer, or on Buyer's behalf, for the performance of this Order to any person other than personnel of Seller directly concerned with the manufacture of said articles and suppliers of items required by Seller in the performance of this Order; and Seller shall require any of its suppliers under this Order to enter into a similar agreement. Seller shall take reasonable precautions against any such technical information being acquired by unauthorized persons and shall not employ any such technical information for its own use or for any purpose whatsoever except in the performance of this Order. The Buyer shall retain title to all such technical information and Seller shall, at Buyer's request or upon completion of this Order, return or deliver all such tangible technical information to Buyer. The term "technical information" as used herein shall not include information which is generally published or lawfully available to Seller from other sources or which was known to Seller prior to disclosure thereof to Seller by Buyer or on Buyer's behalf.

#### 22. **RESPONSIBLE PROCUREMENT**

Alcon expects Suppliers with whom we work to comply with the law, to adhere to ethical business practices and to observe the Alcon Supplier Code. The Alcon Supplier Code and other codes, policies and guidelines can be found at [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).

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 Alcon's 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.

23. **WAIVER.** Failure of Buyer to insist upon strict performance of any terms and conditions of this Order, or to exercise any right or privilege contained in this Order, or the waiver of any breach of the terms or conditions of this Order shall not be construed as waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred. All rights and remedies reserved under the terms and conditions hereof shall be cumulative and in addition to any further rights and remedies provided in law or equity.

24. **COMPLETE AGREEMENT.** This Order contains the complete and entire agreement between the parties hereto, and supersedes any previous communications, representations or agreements, whether verbal or written, with respect to the subject hereof. Buyer shall not be bound by any new or different terms of Seller or any other documents of Seller. No course of earlier dealings between the parties and no usage of trade shall be relevant to any of these terms. **NO CHANGE, ADDITION, OR MODIFICATION OF ANY OF THE TERMS OR CONDITIONS HEREOF SHALL BE VALID OR BINDING ON EITHER PARTY UNLESS IN WRITING SIGNED BY AN OFFICER OR DESIGNATED PURCHASING AGENT OF BUYER.**

25. **HAZARDOUS MATERIAL.** In the event that any part of the material to be supplied hereunder identified as "Hazardous" by Indonesia's Code of Practice : Degree of Minister of Man Power of Indonesia Nr.Kep-187/MEN/1999, Concerning Hazardous chemical Control at Work Place, Seller shall provide Buyer Safety Data Sheets (SDS) or equivalent, and shall comply with all other related rules and regulations governing that portion of the material deemed hazardous pursuant to the Degree of Minister of Man Power of Indonesia Nr.Kep-187/MEN/1999 Standard.

26. **QUALITY** If the subject matter of this agreement is related to any GXP good, product or service, vendor will allow for a representative from CIBA VISION, upon reasonable advance written notice, inspect their operations. Vendor will immediately notify CIBA VISION of any inspections by health authorities.

27. **QUALITY AGREEMENT** As required under the CIBA VISION's applicable quality requirements, the parties to this contract will enter into a satisfactory Quality Agreement. Vendor and CIBA VISION 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 this agreement.