

ALCON TERMS AND CONDITIONS OF SALE (Part of Invoice)

1. **Acceptance.** Alcon Laboratories (Philippines) Inc. (Alcon) acceptance of Customer's purchase order is expressly made conditional on Customer's acceptance of the following terms and conditions of sale, which are in lieu of any additional or different terms contained in Customer's purchase order or other document or communication pertaining to Customer's order or the goods. Customer's assent to the terms and conditions contained in this document shall be conclusively presumed from Customer's acceptance of all or any part of the goods, services or from payment by Customer for all or any part of the goods or services. None of these terms and conditions may be added to, modified, superseded or otherwise altered, except by a written instrument signed by an authorized representative of Alcon, nor shall a course of dealing operate as a modification or waiver of these terms and conditions. Failure of Alcon to object to any terms or conditions which may be contained in any document or form of Customer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions. Any inconsistency in the invoice shall be intimated to Alcon within 2 days from the date of the receipt of Invoice, thereafter invoice shall be deemed being accepted by Customer. The Customer purchase order against which current invoice has been raised shall lapse on 31st December of this English Calendar year and Alcon shall not be liable for any orders that are not fully met.
2. **Payment Terms.** Payment shall be made as agreed with Alcon and Customer or as per the agreement between the parties. Failure to pay any invoice by the due date may result in an interest at 18% per annum on the unpaid balance for such invoice(s) from the original due date. Further, all cost and expenses incurred by Alcon with respect to collection of overdue payments (including without limitation, reasonable attorney's fees, court costs and other expenses of litigation) shall be on Customer's account. Alcon reserves the right, in its sole discretion, to use open credits on Customer's account, including rebate credits, to offset any outstanding past-due amounts owed by Customer.
3. **Taxes.** Prices quoted do not include applicable sales or use taxes. Unless Customer provides Alcon with a valid, tax-exemption certificate, Customer agrees to pay any applicable taxes subject to applicable laws and all other laws, regulations, rules or acts in each jurisdiction in which it conducts business on products purchased hereunder.
4. **Shipment.** Unless otherwise agreed between the parties, products are shipped as per Alcon's standard practice of shipping,. Upon prior notice to Customer, Alcon reserves the right to ship substitute products, where such substitutions do not materially affect the installation, performance or price of the original products. Title and Risk shall pass on to the Customer upon delivery of Products.
5. **Return.** Once order is placed, the Customer cannot cancel the order unless otherwise agreed by both Customer and Alcon in writing. Return or Exchange is Products are permitted only in case of Products not conforming to specification or damaged. Returns and exchanges must adhere to Alcon's applicable Policy notified from time to time. Further, cold chain products such as Viscoat, Provisc, Discovisc, Duovisc etc., cannot be returned once sold.
6. **Warranty.** To the extent the Products are designed and manufactured by Alcon, Alcon represents and warrants that all Products as of the date of delivery by Alcon are (1) free and clear of all liens and encumbrances; (2) free from all defects or deficiencies in design, materials and workmanship; and (3) manufactured and labelled in compliance with applicable laws relating to medical devices. Alcon makes no other warranty, express or implied, as to the products and specifically disclaims all other warranties including, without limitation, any implied warranties of merchantability and fitness for a particular purpose.
7. **Limitation of Liability.** In no event shall Alcon be liable to Customer for lost profits, injury to goodwill, or any other special, incidental or consequential damages, even if Alcon has been advised of the possibility of such damages. Customer agrees that under no circumstances will Alcon's liability relating to its sale of products to Customer for any cause exceed the purchase price paid by Customer for the particular products involved.
8. **Compliance with Laws.** Each party shall comply with its obligations under applicable laws and regulations with respect to all matters related to the invoice.

9. **Territory.** Customer covenants and agrees that it shall sell all the products under this invoice (Product) within Philippines. Customer further covenants and agrees that it shall not, directly or indirectly: (a) distribute or sell any Products outside Philippines; (b) distribute or sell any Products outside Philippines that were intended for distribution or sale in Philippines; (c) solicit orders for Products, purchase Products, advertise Products or keep stock of Products outside Philippines for the Products that were intended for distribution or sale in Philippines; and (d) distribute, market or sell Products to any person within Philippines if there is reason to believe that such Products will be resold by such person or entity, directly or indirectly, outside Philippines. If Customer becomes aware that any person or entity to whom it supplies any Product is marketing or selling, or is planning to market or sell, Products outside Philippines that were intended for distribution or sale in Philippines, Customer agrees to give immediate notice to Alcon and immediately cease to supply such person or entity with Products. Buyer shall purchase all of its needs for Alcon Products exclusively from Alcon or Alcon authorized person. Alcon has the right to immediately restrict or deny additional product purchased by customer in the event of any Products diversion or other violation of this provision.
10. **Reporting Obligations.** Products purchased hereunder include discounts or similar arrangements. Customer may have an obligation to report the price paid, net of any discounts and/or rebates for third-party reimbursed products or procedures using products purchased hereunder.
11. **Reporting for Products Complaints.** All adverse event or complaints regarding the products or services on the invoice will be forwarded to Alcon immediately, which shall be no later than one calendar day following awareness of the complaint, to complaint.malaysia@Alcon.com.
12. **Governing Law.** These terms and conditions of sale are governed and construed in accordance with the substantive and procedural laws of Philippines (without regard to conflict of law principles).
13. **Entire Agreement.** These terms and conditions of sale constitute the final entire agreement of the parties with respect to the products herein (including applicable rebates),, and shall supersede any other agreements or proposals, whither oral or written, pertaining to the subject matter hereof, including, without limitation, any terms and conditions contained in purchaser's purchase order forms (regardless of when such purchase order is issued by the purchaser). Agents and salesmen of the parties have no authority to make representations not included herein.

[END OF TERMS AND CONDITIONS OF SALE]