

## GENERAL PURCHASE TERMS

### 1. Definitions

“Contract” means the contract between one of the Pfizer Companies organized and existing under the laws of Luxembourg, as listed in Appendix I (hereafter referred to as the Purchaser) and the Supplier, which shall consist of the Purchase Order, these terms, the specification and such other terms referred to in the Purchase Order.

“Deliverables” means the goods and/or services described in the Purchase Order.

“Purchase Order” means the order described in Pfizer’s order form for the supply of the Deliverables incorporating these terms.

“Supplier” means the supplier described in the Purchase Order.

### 2. Purchase Orders

Only orders placed using the Purchaser’s Order form shall be accepted by the Supplier. Verbal orders are invalid.

If the purchase order concerns the provision of services, the terms and conditions of the framework agreement signed between parties are applicable.

### 3. Acceptance of Purchase Order

The Suppliers have the obligation to acknowledge receipt of the Purchase Order within a period of 10 Calendar days from the date of the receipt of the Purchase Order and to agree it by email or fax. The Purchaser may cancel any Purchase Order not accepted within this period, without such cancellation giving any right to claim compensation.

Any other terms referred to in the Purchase Order shall take precedence over these terms in the event of a conflict. No terms or conditions of the Supplier which appear on any order confirmation, invoice, delivery note or other documentation relating to the Deliverables shall form part of the Contract and the Supplier waives any rights that it might otherwise have to rely on such terms and conditions.

### 4. Packaging – Marking

Ownership of the packaging shall transfer to the Purchaser without the supplier being able to claim its value. Furthermore, any damage caused to the Deliverables due to lack of suitable protection shall be borne by the Supplier.

The Deliverables shall be accompanied by a dispatch note which identifies the Supplier’s full name and address, the Purchase Order number, the description of the Deliverables, the Purchaser’s product code, the quantity delivered per box and per pallet, as well as all markings required by Luxembourgish and European regulations.

The Purchaser reserves the right to return any Deliverables that arrive without a dispatch note at the expense and risk of the Supplier, and in any case to have him bear any charges and expenses due to the lack of information upon the arrival of the consignments.

**If Deliverables are delivered on pallets: ONLY pallets 80 x 120 of a maximum total height of 1.50 m are acceptable.**

## **5. Delivery**

The Deliverables shall be delivered carriage free to the Purchaser's stores. They are transported at the Supplier's own risk until delivery to the Purchaser is complete (including off-loading and stacking in the case of goods). The insurance of the Deliverables shall be covered by the Supplier

## **6. Delivery period**

The Deliverables shall be delivered on the dates and to the locations specified in the Contract. The agreed period fixed in the Contract must be strictly adhered to. The delivery date is understood to be the date on which the Deliverables are delivered to the delivery address stipulated on the Purchase Order.

The Deliverables shall be carried out at the place indicated on the Purchase Order strictly respecting the schedule fixed in accordance with the rules of the art and they must comply both with the specifications of the Order form and the strictest professional criteria.

Failure to deliver within the agreed period:

Upon failure to deliver within the agreed period, without the need for any formal notice of default, and except in case of duly established accident or force majeure, the purchase price shall be reduced by agreed compensation of 10% if the delay is longer than 15 working days.

If the delay exceeds 20 working days the Purchaser has the right to terminate the Order, without any compensation for the Supplier.

Or:

The Purchaser shall have the opportunity either to terminate the Contract legally without any previous notice of default, or to accept the services performed late, expressly without prejudice to the right to invoke the termination of the Contract for the part of the work which he can no longer use due to the above-mentioned delay.

## **7. Acceptance**

The acceptance of the delivered Deliverables shall only take place after full inspection in the Purchaser's factories or stores. The simple taking of delivery by the reception service cannot be regarded as acceptance. Notwithstanding prior payment, the Purchaser may refuse any delivery that does not conform to the provisions of the Contract. The Supplier shall be obliged to take back at his own risk and expense, the Deliverables refused or those that exceed by more than 10% the quantities ordered, even if they have already been put into store.

## **8. Termination**

If the Supplier commits a material breach of an obligation contained in the Contract, becomes insolvent, or is declared bankrupt, makes any composition or arrangement with its creditors, has a receiver appointed over any part of its undertaking or is compulsorily or voluntarily wound up, or if the Purchaser reasonably believes that such events may occur, the Purchaser shall be entitled, without prejudice to its legal rights or remedies, to suspend performance of or to terminate the Contract and in the event of termination to keep any Deliverables or any items belonging to the Purchaser and to enter the Supplier's premises for that purpose.

In the event of termination, or in that of expiration, for any reason whatsoever, the Supplier shall return to the Purchaser within 24 hours all documents, regardless the form related to the Deliverables and all other articles or items that might have been made available to the Supplier in the framework of the Contract.

## **9. Safety**

The delivery operations, the provision of services, performed in the factory or in the premises of the purchaser by the personnel of the Supplier, shall be carried out under the latter's responsibility. This responsibility shall in particular extend to any violation of the statutory labor protection regulations.

## **10. Invoices**

Invoices shall be made out in the name of the firm for account of which the order was placed and shall be addressed to :

*Company Name* (as listed in Appendix I)  
51, Avenue J.F. Kennedy  
L-1855 Luxembourg  
G-D of Luxembourg

*VAT Registration Number* : if relevant and as listed in Appendix I

Except where otherwise agreed, each order shall require a separate invoice which must show the order number. Any invoice not conforming to this requirement will not be recorded and payment to the supplier will be delayed. Services shall be invoiced in accordance with the particular terms specified on the front of this order form. The Supplier has formally agreed to comply with all legal obligations relating to his own status and to provide evidence of this on simple request of the purchaser.

## **11. Payment**

Pfizer shall proceed with the payment of the delivered goods and/or services within sixty (60) calendar days of receipt by Pfizer of an original, correct and properly drawn VAT invoice or in the next semi-monthly payment run thereafter.

Deliverables shall be invoiced on a monthly basis. Delay interest for late payment is calculated at the statutory rate & may only be charged after the Purchaser has been formally notified by the Supplier.

## **12. Confidentiality**

The Supplier undertakes to keep confidential with respect to any third party all information or documents which have come to his knowledge during the execution of the contract. This obligation is without limit in time but shall cease to apply to information which may come into the public domain otherwise than through unauthorized disclosure by the Supplier.

## **13. Privacy**

1. The Parties shall respect all the provisions of the Data Protection Act of 2002 and secondary legislation  
2. The execution of the Contract implies that the Parties transfer "personal data" to each other, particularly data related to their respective employees.

Therefore, the Parties warrant each other:

a) to only use the "personal data" for the purpose of the execution of the Contract;

b) not to store the “personal data” for a duration exceeding the time needed to execute the obligations of the Contract;

- c) to refrain from communicating the “personal data” to third parties other than individuals acting under their authority. Nevertheless Pfizer may transfer these data to other companies of the Pfizer Group which may be located in Europe or in other countries where the standards relating to the protection of “personal data” are not the same as within the European Union;
- d) to take the technical and organizational measures that are necessary to protect “personal data” from accidental or unauthorized destruction, accidental loss, as well as from alteration, access and any other unauthorized “processing” of the “personal data”;
- e) to ensure with due care that the data are kept up-to-date, and that incorrect, incomplete and irrelevant data, as well as data that were obtained or further processed in violation of Data Privacy Act, are rectified or erased;
- f) to ensure that the number of individuals acting under their respective authority, as well as the access to the data and the possible operations carried out on it, are limited to what is necessary for these individuals to fulfill their duties or to whatever is necessary for the requirements of the service;
- g) to inform all individuals acting under their respective authority, of the provisions of the Luxembourgish Data Privacy Act and its implementing decrees, and of all relevant provisions in respect of the protection of privacy in relation to the “processing” of “personal data”.

#### **14. Intellectual Property**

Any invention or discovery (whether patentable or not), copyright, design right or confidential knowhow or other intellectual property (“IPR”) conceived, produced, or reduced to practice by the Supplier in performing the Contract which relates to the Purchaser’s business or is based on information or materials supplied by the Purchaser shall be the Purchaser’s exclusive property. No royalty or other payment shall be due from the Purchaser in respect of such IPR and the Supplier will, at the Purchaser’s expense, assign to the Purchaser such IPR and any patent applications made thereon and will execute all documents necessary for the filing and the prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any reissue of any patent issued on any such application.

In accordance with national and international rules and regulations in force, the Purchaser shall be granted all rights of intellectual property, without any exception or limit of time, it being understood that the rights are transferred for the same duration as the applicable statutory duration of protection of the intellectual property rights, for the whole world. More specifically, the Supplier hereby transfers to the Purchaser all rights of reproduction, publication, representation, adaptation, and modification.

#### **15. Warranties and Indemnification**

The Supplier warrants that the Deliverables: (i) will not infringe the intellectual property rights of any third party (ii) will comply with the specification and all applicable laws and regulations and other requirements that the Purchaser may reasonably impose (iii) in the case of goods, shall be free from liens and defects, shall be of satisfactory quality and shall be suitable for the Purchaser’s intended purposes to the extent that such purposes are known or ought reasonably be known to the Supplier and (iv) in the case of services, will be performed diligently and will comply with the strictest professional criteria.

The Supplier agrees to defend, indemnify and hold harmless the Purchaser and its associated companies against all liability, judgments, damages, losses and expenses resulting from any breach of warranty or failure by the Supplier to comply with the Contract.

## **16. Compliance with applicable laws**

16.1 The SUPPLIER working within the frame of the Contract represents and warrants that:

- a. SUPPLIER is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this Agreement and its related Scope of Work (if applicable), and no regulations or other obligations prohibit it from providing such goods or services;
- b. SUPPLIER has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official or any other person in order for PFIZER to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- c. SUPPLIER has been provided with a copy of PFIZER's International Anti-Bribery and Anti-Corruption Principles set forth in Annex 1 and has communicated such Principles to all persons acting on its behalf in connection with work for PFIZER, including agents or subcontractors;
- d. Any information provided by SUPPLIER to PFIZER in connection with PFIZER's anti-corruption due diligence is complete, truthful and accurate and SUPPLIER agrees to inform PFIZER if any responses in the due diligence questionnaire with respect to the SUPPLIER or any individuals identified in the due diligence questionnaire or their family relatives, as defined therein, change during the performance of this Agreement;
- e. SUPPLIER will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred, (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records, and (iii) secure pre-authorization in writing from PFIZER for any extraordinary expenditure; and
- f. SUPPLIER will permit, during the term of the Agreement and for three years after final payment has been made under the agreement, PFIZER's internal and external auditors access to any relevant books, documents, papers, and records of SUPPLIER involving transactions related to the agreement. Where the Agreement involves clinical studies, acceptable safeguards to ensure confidentiality shall be agreed upon.

16.2. In the event SUPPLIER is a healthcare professional, this Agreement implies no inducement or obligation to prescribe a particular medicine and will have no influence on the results of a study to which SUPPLIER may be participating and involving PFIZER or one of its products.

16. 3. If SUPPLIER breaches any of the above Representations and Warranties, PFIZER is entitled to terminate the Agreement immediately in accordance with article 3.3, and SUPPLIER shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and SUPPLIER shall be liable for damages or remedies as provided by law. Further, SUPPLIER will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of SUPPLIER's failure to comply with its obligations under this Agreement.

**APPENDIX I**

List of the Pfizer Companies organized and existing under the laws of Luxembourg  
As of 01/12/2014

<i>Company Name</i>	<i>RCS Number</i>	<i>VAT Registration Number</i>
Pfizer Luxembourg SARL	B84125	LU19892510
Pfizer Holdings International Luxembourg (PHIL) SARL	B93646	LU20027121
Pfizer Shareholdings Intermediate SARL	B93997	LU25621371
Pfizer Luxco Holdings SARL	B98684	LU23830956
PHIVCO Luxembourg SARL	B149377	No
PHIVCO Holdco SARL	B162507	No
Pfizer Investment Holdings SARL	B152600	No
Wyeth Ayerst SARL	B149053	No
PF PRISM SARL	B158347	No
Pfizer Luxembourg Global Holding SARL	B165901	No