



For all Purchase Orders dated on or after 1 May 2014: The following Terms & Conditions apply to all purchases made by Pfizer or any of its divisions and subsidiaries (including Wyeth). Pfizer Ltd Standard Terms & Conditions (1 May 2014 Hong Kong)

Pfizer Standard Terms and Conditions

1. ACCEPTANCE; CONFLICT OF TERMS: This order is an offer to purchase. Seller's commencement of work, shipment of the described goods, performance of the described services, or issuance of a sales acknowledgement shall be deemed an acceptance of this order. This order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this order shall be binding upon Pfizer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Pfizer, and Pfizer hereby objects to and rejects any such additional or different terms proposed by Seller. If this order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of this order and is made conditional on Seller's assent to any additional or different terms in this order. If, however, a written contract is already in existence between Pfizer and Seller covering the purchase of the goods or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with these terms and conditions.

2. PRICE: If no price is stated herein, the goods or services shall be billed at the price last quoted by Seller, last paid by Pfizer to Seller or the prevailing market price, whichever is lowest.

3. PAYMENT TERM: Unless otherwise specified by Pfizer on the applicable Purchase Order, payment terms shall be net sixty (60) days after Pfizer's receipt of the applicable invoice submitted in accordance with, and containing any information specified on, the applicable Purchase Order.

4. **WARRANTIES:** Seller represents and warrants that: a) All goods supplied hereunder shall conform to Pfizer's specifications, be free from defects in material and workmanship and of merchantable quality, and be suitable for Pfizer's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to Seller; b) All goods supplied hereunder shall comply with all applicable laws, regulations and industry standards in Hong Kong; c) The use or sale of the

goods delivered hereunder shall not infringe any patent, trademark, copyright, or other intellectual property right of any third party; d) All work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Pfizer's specifications and shall comply with all applicable laws, regulations and industry standards.

5. INSURANCE; RISK: When performing any work or services at any of Pfizer's locations, Seller shall carry adequate insurance and promptly furnish Pfizer with a certificate thereof, covering General Bodily and Property Damage Liability; Workmen's Compensation and Occupational Disease; and Automobile Bodily and Property Damage Liability. Title and risk in goods shall pass to Pfizer upon delivery except as otherwise set forth herein.

6. INSPECTION: All goods supplied hereunder are to be shipped subject to Pfizer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment, if not as warranted herein, or if not in conformity with Pfizer's specifications or, if no specifications are given by Pfizer, with standard specifications. All expenses incurred by Pfizer as a result of rejections hereunder shall be for Seller's account, and Pfizer may return rejected goods at Seller's expense.

7. TAXES: Prices stated on the face hereof include all taxes and other governmental charges not specifically imposed by law on Pfizer, and Seller agrees to indemnify Pfizer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

8. CONTINGENCIES: Failure of Seller to make, or of Pfizer to take, one or more deliveries of goods or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, war, acts of governmental authority, civil disturbances, or any other circumstances beyond the control of the parties, or

if Pfizer's failure is occasioned by a partial or complete suspension of operation at any of Pfizer's plants, shall not subject the party so failing to any liability to the other party, but, at Pfizer's option the total quantity of goods, work or services covered by this

order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

9. PACKING; SHIPPING; SAFE PORT ACT COMPLIANCE: Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in this order. Each container must be marked to show quantity, order number, contents and shipper's name and must include a packing sheet showing this information. Packaging, marking, labeling and shipping of all hazardous materials must meet all applicable laws, regulations and industry standards.

10. TERMINATION: If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Pfizer believes in good faith that any of such events may occur, Pfizer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate this order. In the event of termination Pfizer may enter any premises of Seller to retrieve goods or items belonging to Pfizer in Seller's possession. Without prejudice to any other remedy, if Seller breaches any of the terms of this order, Pfizer may, at its election: (i) reject and return the goods and/or services in whole or in part at Seller's cost within a reasonable time after delivery notwithstanding prior payment (risk in the goods shall revert to Seller upon such rejection);(ii) permit Seller to repair or reinstate the goods or re-perform the services so that they conform with this order; or (iii) carry out or have carried out at Seller's expense such work as is necessary to conform the goods and/or services to this order. Pfizer may postpone or cancel delivery and/or performance by written notice given to Seller at any time before delivery and/or performance, and Pfizer shall reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated. Pfizer may set off any amount Seller owes Pfizer against amounts payable under this order.

Pfizer may terminate the contract if Seller breaches any of the representations and warranties set in section 15 of this order. In the event of termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Seller shall be liable for damages or remedies as provided by law. Further, Seller will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a

result of Seller's failure to comply with its obligations under this Agreement.

11. **GOVERNING LAW:** This order shall be governed by the laws of Hong Kong Special Administrative Region. All disputes arisen from this order shall be referred to courts in Hong Kong for adjudication..

12. **SAFETY:** In all cases where Seller delivers goods or performs work or services at any of Pfizer's locations, Seller will comply with all applicable local laws and regulations, and Pfizer's safety standards for such location.

13. **CONFIDENTIALITY / PROPERTY RIGHTS:** Any information or materials provided to Seller by or on behalf of Pfizer in connection with this order shall remain the property of Pfizer and Seller shall use such materials solely in connection with this order. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Pfizer or its affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Seller shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Pfizer directs.

14. **INDEMNIFICATION:** Seller agrees to defend, indemnify and hold harmless Pfizer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation or warranty made by Seller, or by the failure of Seller to comply with the terms hereof or any obligation of Seller hereunder, or by the negligence or willful misconduct of Seller, regardless of whether or not such failure is caused in part by Pfizer: provided, however that the Seller shall not have liability under this section to the extent such losses are caused solely by the negligence, recklessness or willful misconduct of Pfizer. Pfizer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

15. **ANTI-CORRUPTION:** Seller represents and warrants that:

a. Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide

the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services;

b. Seller 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. Seller has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles 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 Seller to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and Seller agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the Seller or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;

e. Seller 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. Seller 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 Seller involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

g. If required by Pfizer, Seller will complete and submit to Pfizer, the Third Party Annual Compliance Certification at an annual interval, upon request by Pfizer.

h. Seller agrees that upon request of Pfizer, any persons acting on behalf of Seller in connection with work for Pfizer, will complete anti-corruption training provided by Pfizer, and will notify Pfizer of any persons that require such training, at the time of contracting and during the term of the engagement.

i. If required by Pfizer, Seller agrees to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in connection with its performance under this agreement, including requiring relevant employees of Seller, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.

16. ASSIGNABILITY: This order in its entirety and each provision hereof shall inure to the benefit of the customers, successors and assigns of Pfizer. Seller may not assign this order without Pfizer's prior written consent, and any purported assignment without such consent shall be null and void.