



For all Purchase Orders dated on or after 1 April 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 April 2014 India)

Standard Terms & Conditions

The materials or services specified on the reverse side of this Purchase Order are ordered subject to the following terms and conditions, and are in addition to instructions and specifications on the Purchase Order.

1) Delays: The delivery date we indicate or agreed is understood to be a firm deadline. Partial deliveries are only permissible with prior written consent from Purchaser. The delivery date applies to those goods to be delivered to the delivery address indicated on the purchase order.

In case of non-delivery by the agreed deadline, Purchaser reserves the right to reduce the purchase price without further action by the Purchaser, by a flat damage compensation of 15%; if the delay is upto 15 calendar days from the agreed delivery date and Buyer accepts the delivery despite the firm deadline being missed.

For delays exceeding 15 calendar days purchaser may terminate this purchase order or such part or parts thereof. The purchaser reserves the right to purchase the goods not delivered in the open market and to change the vendor for the loss incurred as result thereof.

This provision does not apply to cases in which there is a written agreement stipulating otherwise, or in cases of force majeure.

Purchaser delivery receipt confirmation will always only apply on the condition that the supplier assumes liability for quality and quantity defects discovered within 6 months after that confirmation. Purchaser will not accept standard commercial deliveries in excess or short quantities of the quantity specified in the purchase order, unless otherwise stipulated in separate agreements.

Purchaser may at any time postpone delivery of any of the articles ordered herein for a reasonable time.

2) Warranty: Vendor expressly warrants that all articles ordered will conform to specifications, drawings, samples or other description furnished by the purchaser. The Vendor expressly warrants that all articles will be merchantable, of good quality and workmanship, and free from defect.

3) Inspection: All materials and workmanship shall be subject to inspection and test by purchaser at the plant of vendor and final inspection shall be at purchaser's plant or such other place as may be decided by the purchaser and shall be conclusive except as regards latent defects, fraud, or such gross mistakes so as to amount to fraud. Purchaser reserves the right to reject any articles which contain defective material or workmanship. The rejected articles shall be removed promptly by the vendor at his expense which includes both ways transportation after notification of rejection and vendor shall bear risk of rejected articles. Purchaser may elect to retain rejected articles and remedy any defects.

Cost of effecting such remedy shall be deducted from the amount due to vendor hereunder.

4) Changes: Purchaser may at any time by written order make changes in drawings and specifications. Such written changes should be strictly complied with by the vendor. If such changes cause an increase or decrease in the amount or in the time required for performance, the purchase order shall be modified in writing. Any claim for adjustment under this provision must be asserted within 30 days from the date the change is ordered.

5) Materials: Vendor to supply material as per the purchase order. If the Purchaser furnishes material, vendor shall acknowledge the receipt of all such materials to the purchaser. The vendor shall ensure that items used are properly accounted and unused materials returned to purchaser.

6) Delivery: All deliveries must be made with a delivery bill indicating the PO number and recipient. The Vendor will be liable for the hazards and risks of transport and of any potential interim storage up to the time of delivery; the Vendor must have goods insured accordingly.

A receiving employee's taking the delivery does not represent official acceptance on behalf of the company.

The Vendor assumes a full guarantee for flawless quality in the goods delivered or orders executed. By accepting an order, the Vendor expresses explicit agreement to – within 6 months of acceptance or execution and at Vendor's own cost –, as selected by the Purchaser, either, with Purchaser's consent, remediate deficiencies justifiably objected to by the Purchaser, or take deficient goods back in exchange for flawless ones, or in exchange for a credit note. The Vendor shall take back goods rejected by the Purchaser or goods that exceed the order quantity at the Vendor's own cost and assume the associated risk, even if they had already been warehoused.

7) Termination: This purchase order may be terminated in whole or in part at any time by written notice and an equitable adjustment satisfactory to the purchaser and the vendor will be made.

8) Patent: The vendor agrees to protect purchaser against all damages and expenses resulting from any claims for patent infringement arising out of purchase of the equipment included in this order.

9) Blueprints: All blue prints are the property of the purchaser and are returnable upon demand.

10) Specification: All specification and tolerance must be held according to blueprint. Any deviation must be in writing approved by authorized person of the purchasing department.

11) Reworks: In the event, re-work is necessary due to non-adherence to specifications by the vendor, the purchaser at his discretion may re-work the same and change the vendor at the prevailing rate.

12) Price: Any increase in price is not valid unless approved and signed in writing by the purchasing department.

13) Verification of Receipt of Materials: In order to ensure prompt payment, it is necessary to inform purchaser of any item ordered by the purchaser, from an outside source which does not come through purchasers receiving and inspection departments, but is received by vendor from purchaser's vendor on direct delivery-instructions. Vendor is to notify purchaser immediately as to the amount of material received. This should be marked to the attention of the purchasing department.

ALL WARRANTIES HEREUNDER SHALL ALSO BE CONSTRUED AS
CONDITIONS

Additional Terms and Conditions

- 1) The Vendor represents and warrants that:
 - a. The Vendor 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. The Vendor 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 illegally obtain or retain business or to gain an illegal business advantage, and, has not accepted, and will not accept in the future, such a payment;
 - c. The Vendor 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 The Vendor to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and The Vendor agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the The Vendor or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;
 - e. The Vendor 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. The Vendor 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 The Vendor involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

- g. If the Vendor is an enhanced review transaction or a basic review transaction connected to a Potentially Influential Government Officer (PIGO): The Vendor will complete and submit to Pfizer, the *Third Party Annual Compliance Certification* (Appendix 9) at an annual interval, upon request by Pfizer.
 - h. If the Vendor is required to undergo training by Pfizer pursuant to *My Anti-Corruption Policy and Procedures (MAPP)*: The Vendor agrees that upon request of Pfizer, any persons acting on behalf of The Vendor 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 the Vendor is required to follow Pfizer's is required to follow *My Anti-Corruption Policy and Procedures (MAPP)*: Third Party 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 The Vendor, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.
 - j. Pfizer may terminate the contract if The Vendor breaches any of the above Representations and Warranties. In the event of termination, The Vendor shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and The Vendor shall be liable for damages or remedies as provided by law. Further, The Vendor will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of The Vendor's failure to comply with its obligations under this Agreement.
- 2)
- 3) Vendor provide, or agree that it will provide if it is awarded the bid, basic information regarding its connection to Government Officials, including the following:
- a. Whether any of its officers, directors, shareholders, or principal managers is a Government Official;
 - b. Whether any of its officers, directors, shareholders, or principal managers has a business relationship with any Government Official who would be in a position to influence the purchase of Pfizer products or otherwise provide a commercial advantage to Pfizer; and
- 4) Whether any Government Official is entitled to any part of any compensation or free to be paid under the proposed agreement

Additional instructions for deliveries to be made to Pfizer Sample and Promo Hub

The Vendor should contact & intimate Sample and Promo hub (SWH) 24 hours in advance of making delivery, so that necessary inward arrangements are accordingly made by SWH. The Vendor shall ensure that all promo material delivery reaches the SWH between 11.30 am to 4.00 pm only. The Vendor shall ensure that the deliveries are accompanied by Challan/Invoice and a copy of the PO along with other delivery documents.

Following details shall be mentioned on the delivery Challan

- Team name
- Brand Name for which inputs are procured
- Complete name of the promotional input (as per PO strictly)
- Rate per unit
- Name of the Product Manager.
- Purchase order no. and date
- Total Number of shippers being delivered (in Bold font)
- Quantity per shipper /Box
- Number of base packs/packets inside each such shipper or Box
- Quantity/ pieces per base pack/packet

All cartons / shipper, base packs of promotional items should be affixed with label containing following details printed in a legible font

- 1) Item description in full, as available on PO
- 2) Purchase order no. and date
- 3) PYC Code (if any)
- 4) Total Quantity per shipper
- 5) Number of base packs/ packets in each shipper
- 6) Number of pieces per packet / base pack
- 7) Label on base pack /packets inside the shipper to also mention the Quantity of pieces inside each base pack /packet
- 8) Month/Cycle and year of Utilization (if available)
- 9) Name of Division / Subdivision
- 10) Product Brand Name related to promo material
- 11) Delivery Challan number & date of challan**