

For all Purchase Orders : The following Terms & Conditions apply to all purchases made by Pfizer or any of its divisions and subsidiaries.

Standard Terms & Conditions

PFIZER LIMITED (“**Pfizer/Purchaser**”) hereby appoints the Supplier (“**Vendor / Supplier**”) on the terms and conditions hereinafter stated (“**Purchase Order Terms and Conditions**”) for the order placed by Pfizer (“**Purchase Order**”) upon the Vendor for supply the materials, supplies, items or equipment (“**Products**”) and/or perform the services (the “**Services**”) as the case may be in terms of the Products or Services specified herein (The Purchase Order placed by Pfizer upon the Vendor along with the Purchase Order Terms and Conditions mentioned herein shall jointly be referred to as the “**P.O.**”). Nothing in this Purchase Order Terms and Conditions shall be interpreted to prevent Pfizer from obtaining from any other third party, or providing to itself, any or all such Products or Services or from ceasing to engage the Vendor / Supplier to provide such Products and/or Services.

Within these terms and conditions Pfizer / Purchaser and the Vendor are hereinafter referred individually as “**Party**” and collectively as the “**Parties**” as the case may be.

The Products or Services specified in the Purchase Order placed by Pfizer are subject to the following terms and conditions, and are in addition to instructions and specifications on such Purchase Order. In the event the Vendor /Supplier proposes or states any additional terms or modifies the terms and conditions of the Purchase Order which are contrary or contradictory to the terms and conditions herein (i.e. the Purchase Order Terms and Conditions) then in that event all such additions and modifications by the Vendor/Supplier shall not be applicable and shall be void-ab-initio and the terms and conditions herein shall prevail unless specifically and mutually agreed by the Parties in writing as a special condition. Moreover, in the event if a written contract is already in existence between Purchaser and Vendor covering the purchase of the Products or Services covered hereby (“**Said Contract**”), then the terms and conditions of the Said Contract shall be in addition to the terms and conditions herein unless the same are in contradiction to each other in which event the conditions set-out herein shall prevail. Furthermore, if the Purchase Order has any specific term(s) or condition(s) so mutually agreed to in writing then those specific terms of the Purchase Order will prevail over these terms and conditions. In the absence of a contract/agreement, the Purchase Order read with the Purchase Order Terms and Conditions herein constitutes the entire agreement between the Parties with regard to the subject matter and all written or oral communication vide email and/or oral representations, agreements and understandings between Pfizer and the Vendor which are not in consonance with the Said Contract and/or the P. O. shall not be applicable unless and until the same are reduced to writing and signed by the Parties hereto.

1) Delays: The delivery date that is indicated or agreed upon by the Parties, is understood to be a firm deadline. Partial deliveries are only permissible with prior written consent from the 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 up-to 15 calendar days from the agreed delivery date subject to the Purchaser accepting the delivery despite the firm deadline being missed.

For delays exceeding 15 calendar days; the Purchaser shall have an option to terminate the Purchase Order or such part or parts thereof. The Purchaser reserves the right to purchase such goods not delivered to the Purchaser from the open market and to charge the vendor for the loss so incurred as a 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's delivery receipt confirmation will always apply only on the condition that the Vendor/ Supplier assumes its liability for quality and quantity defects discovered within 6 months after that confirmation. The 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.

The Vendor is lawfully entitled to supply, sale and deliver the Products or Services as per the P. O. and the use or sale of the goods delivered hereunder shall not infringe any patent, trademark, or other intellectual property right of any third party. It is hereby undertaken by the Vendor that the Vendor shall conform and abide by all the Applicable Laws (*Defined herein-below*) while conducting the sale, supply and delivery under this P. O./Agreement.

“**Applicable Law(s)**” shall mean any applicable statute, law, regulation, ordinance, rule, by-law, approval, government resolution, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority, whether in effect as on the date of this Agreement or thereafter, and in each case as amended from time to time.

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. The Purchaser reserves the right to reject any article which contains defective material or workmanship. The rejected articles shall be removed promptly by the Vendor at his expense which includes both transportation after notification of rejection and Vendor shall bear risk of rejected articles. The Purchaser may elect to retain rejected articles and remedy any defects.

The Vendor hereby agrees that the cost of effecting such remedy shall be deducted from the amount due to Vendor hereunder.

4) Changes: The 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. In the event

Pfizer makes such changes, the Parties shall enter into a written agreement signed by both parties that describes such changes, which agreement shall constitute an amendment to this P. O..

5) Materials: Vendor to supply material as per the P. O. 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 Purchase Order (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 and accordingly the Vendor must have goods insured accordingly. An employee/officer/agent of the Purchaser taking receipt of the delivery does not represent official acceptance on behalf of the Purchaser 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: Pfizer may terminate this P. O., in whole or in part, in its sole discretion: (i) upon fifteen (15) days prior written notice to Supplier for any reason ; (ii) immediately upon written notice to Supplier if Supplier breaches this P. O.; (iii) if reasonable grounds for insecurity arise with respect to Supplier's performance and Supplier fails to furnish adequate assurances within five (5) days after written demand by Pfizer for such assurance; or (iv) immediately upon written notice to Supplier if Supplier becomes insolvent or otherwise makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings or insolvent, or receiver appointed, or if Purchaser believes in good faith that any of such events may occur (v) if the Purchaser learns (a) that improper payments are being or have been made to Government Officials or any other person by the Vendor or those acting on behalf of the Vendor with respect to services performed on behalf of the Purchaser, or (b) that the Vendor or those acting on behalf of the Vendor with respect to services performed on behalf of the Purchaser has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity. Further, in the event of such termination, the Vendor shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and the Vendor shall be liable for damages or remedies as provided by law. During any notice period, Supplier shall cease to provide the cancelled Services or Products, as the case may be, to Pfizer as soon as commercially practicable after receiving such notice. In the event of termination the Vendor shall keep possession of any goods or of any items belonging to Purchaser and Purchaser may enter any premises of Vendor to retrieve such goods or items.

8) Intellectual Property Rights: The Vendor agrees to protect the Purchaser against all

damages and expenses resulting from any claims for Patent/Trademark/Copyright or any other Intellectual Property Rights infringement arising out of purchase of the equipment/materials/products included in this order.

9) Blueprints: All blue prints are the property of the purchaser and are returnable upon demand within 3 working days of notification of the same.

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 of Pfizer.

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 charge the Vendor at the prevailing rate to which the Vendor hereby agrees and shall not dispute in future.

12) Insurance And Risk: When performing any work or services at any of Purchaser's locations, Vendor shall carry adequate insurance and promptly furnish Buyer 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 Purchaser upon delivery except otherwise set forth herein.**

13) Price: The price for the Products shall, as applicable, cover the net weight of the Products, and no extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed unless specifically agreed to in advance in writing by Pfizer. Any increase in price of Products/Services is not valid unless approved and signed in writing by the purchasing department of Pfizer. In the event post the release of the order placed by Pfizer i.e. Purchase Order for the Products or Services, the Supplier refuses to supply the Products or Services at price agreed in that Purchase Order and demands any additional amount for the same then in that event, Pfizer will be entitled to cancel the Purchase Order and shall purchase and/or procure the Products or Services from another supplier. In such an event if Pfizer is required to pay a price higher than the pre-determined price as agreed in the Purchase Order then Pfizer shall be entitled to recover from the Supplier vide credit note such differential amount paid to another Supplier for supply of Products or Services; which is hereby unconditionally accepted by the Supplier.

14) Invoicing: The vendor agrees to fulfill the following requirements related to invoicing

- a. Vendor shall provide periodic invoices {as per Applicable Law(s)} stating, in detail, the work performed and shall provide documentation of all expenses to obtain reimbursement and providing Purchaser with notification in advance of any extraordinary expenditure. Purchaser must authorize any extraordinary expenditure in writing before it may be incurred.
- b. Ensure that the following details are mentioned on the invoice subject to Applicable Laws:-
 1. Name and address of the vendor
 2. GSTIN of the vendor
 3. Name and address of Pfizer
 4. GSTIN of Pfizer

5. Invoice number - consecutive serial number not exceeding sixteen characters ,in one or multiple series, containing alphabets or numerals or special characters hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year
 6. Date of the issue of invoice
 7. Description of goods / services along with HSN / SAC code
 8. Total value & taxable value of goods or services or both after taking into account discount or abatement, if any
 9. GST rate - IGST (for Interstate purchases) / CGST, SGST or UTGST (for Intrastate purchases) / Cess
 10. GST amount - IGST (for Interstate purchases) / CGST, SGST or UTGST (for Intrastate purchases) / Cess
 11. Total amount (including GST)
 12. Signature or digital signature of the supplier or his authorized representative
 13. Indicate on the face of the invoice as to whether GST is payable under reverse charge
 14. Exact bifurcation of amounts of GST under SGST and CGST
- c. The Purchaser will (subject to the Goods and/or Services having been satisfactorily received, or completed and accepted by the Purchaser) pay the amount properly invoiced by the Vendor (except to the extent of GST component not credited in the electronic ledger of the Purchaser)
- d. Failure by the Purchaser to pay the amount, not invoiced as per Applicable Law, payable at the time due shall not be grounds to invalidate or terminate the Contract nor entitle the Vendor to the payment of any interest charge.
- e. In case of rejection of goods/services or price differences, the Vendor will issue a valid credit note on a timely basis; which Credit Note shall be raised as per Applicable Law.
- f. All revisions, rectification, modifications settlement of taxable value or tax charged to be carried out through debit note and credit note or supplementary invoice; all of which shall be raised as per Applicable Law.
- g. The registered Vendor shall declare the details of such credit note in the return for the month during which such credit note has been issued.
- h. The Purchaser reserves the right of withholding payment of GST amount due to the Vendor until the Vendor pays the taxes (including GST), and the sum of Input Credit of GST so mentioned in the Invoice/s is reflected correctly against the electronic ledger of the Purchaser on the GST portal. It is hereby clarified that the Vendor / Supplier shall file GST Returns as per Applicable Law to ensure that Pfizer is able and/or entitled to claim Credit for such payments made by Pfizer towards GST. In the event Pfizer is unable to claim Credit due to inadvertent, erroneous or incorrect filings or otherwise by the Supplier / Vendor and/or non-payment by the Supplier / Vendor and/or for any other reason, then in that event Pfizer shall be entitled to withhold payments of such amounts for which Pfizer is unable to get the Credit of GST till such time the GST Returns are rectified and/or till such time the Supplier / Vendor does all acts, deeds and things under law whereby Pfizer is entitled to claim such credit. It is hereby further agreed that Pfizer shall also be entitled to adjust from all payments due

to the Supplier / Vendor; all amounts towards fine, penalty, interest, loss, etc. that Pfizer may incur and/or sustain in the interim till such time the Vendor / Supplier rectifies the GST Returns and/or till such time the Supplier / Vendor does all acts, deeds and things under law whereby Pfizer is entitled to claim such credit.

- i. Pfizer may withhold payment of any invoiced amounts that it disputes in good faith and the Parties shall work in good faith to resolve any such billing disputes. Such withholding of payment during any dispute shall never be the basis of a Pfizer default hereunder. Any such billing disputes shall not be cause for Supplier's non-performance of Services and/or non-delivery of Products, as the case may be, under this P. O. It is hereby further clarified that payment by Pfizer shall not result in a waiver of its rights under this P. O.
- j. It is hereby further agreed that the Invoices, debit notes, credit notes and/or supplementary invoices (collectively referred to as the "**Said Invoices**" for the sake of brevity) raised by the Vendor upon Pfizer shall also include such other details as are required under Applicable Law(s). It is hereby clarified that the Supplier/ Vendor shall make such amends to the Said Invoices in the event of any change in Applicable Law.

Notwithstanding the foregoing, Each party shall bear sole responsibility for all taxes of any kind imposed by a central, state, local, or foreign governmental authority, directly on them, including, but not limited to, those on, or measured by or referred to as income, gross receipts, financial operations, franchise, profits, license, excise, premium, windfall profits taxes, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by such governmental authority with respect to that Party's income, operations, employment, property (whether owned, leased or deemed to be owned or leased) or business operations. It is hereby clarified that the payments made by Pfizer to the Vendor shall be subject to deduction of TDS i.e. Tax Deducted at Source (as may be applicable) under the applicable Income Tax Laws.

Pfizer may set off any amount owing from Vendor to Pfizer against any amount payable by Pfizer.

15) 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.

16) Force Majeure: Force Majeure is failure of Vendor to make, or of Purchaser 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, other internationally recognized events of force majeure, and all other events caused by man or by nature beyond the control of the Parties. It is clarified that Force Majeure will not cover those events where as a result of the acts of, commission and/or omission of the Supplier / Vendor there is delay or failure. If a party is prevented from performing its obligations under this P. O. because of an event of force

majeure, it shall immediately notify the other party in writing of the occurrence of such event and, within fifteen (15) days of the event, provide the other party with a written explanation for its inability to meet its obligations under this P. O.. For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event.

17) Packing and Shipping: Vendor shall be responsible for packaging, loading and shipping the Products in accordance with any packaging specifications, shipping methods and other related requirements set forth in this P. O. or otherwise communicated in writing to Vendor by Pfizer. If no such specifications, methods or requirements are so specified, then Vendor shall be responsible for packaging, loading and shipping the Products in a manner sufficient to prevent damage and loss to the Products during shipment. Moreover, if no such specifications, methods or requirements are so specified, then Vendor shall be responsible for packaging, loading and shipping the Products as per Applicable Laws. Vendor shall pay all shipping, packing, crating and cartage charges otherwise specified in this P. O. Each container must be marked to show quantity, order number, contents and shipper's name and must include a packing sheet showing this information or any other information as per Applicable Laws. Packaging, marking, labeling and shipping of all hazardous materials must meet applicable regulations. The Vendor should deliver goods to the designated warehouse or places on time and in ordered quantity. All freight and delivery charges will be borne by Vendor, unless specifically agreed to in advance, in writing by Pfizer.

18) Customs Clearance: In the event the Products supplied by the Vendor under the P. O. to Pfizer are imported into India then in that event the Vendor shall provide Pfizer with all the necessary documentations required as per Customs Act, 1962, as supplemented and/or amended from time to time and the Vendor shall also be fully liable/responsible for compliance of all the Applicable Law(s) (including but not limited to Customs Act) and obligations thereunder. The Vendor shall also be responsible and liable for determining the appropriate Country of Origin of such Products as per Applicable Law(s).

19) Global Trade Control Laws: The Parties acknowledge that Products and Services covered by this P. O. and/or Said Contract may be subject to applicable economic sanctions, import, and export control laws, regulations and orders (herein "**Global Trade Control Laws**"), and Vendor/Supplier agrees to perform all Services under this P. O. and/or Said Contract in full compliance with all applicable Global Trade Control Laws, if required to be complied with under Applicable Law.

20) Severability If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this P. O. to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this P. O. shall not be affected thereby. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this P. O. with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

21) Governing Law: This order shall be governed by the laws of India. All disputes arising from this agreement shall be referred to the Courts in Mumbai for adjudication. It is clarified and further acknowledged by the Vendor that all Purchase Orders issued by Pfizer (though the same may be issued by the Branch/Regional Office) are finally approved at the Head-Office/Registered Office at Mumbai and; accordingly part of the cause of action with respect to this P.

O. has arisen in Mumbai and accordingly parties have agreed that Courts at Mumbai shall have the exclusive jurisdiction in the event of any disputes with respect to this P. O..

22) Safety: In all cases where Vendor delivers goods or performs work or services hereunder at any Purchaser's locations, Vendor will comply with all applicable provisions of the safety laws and rules and Purchaser's safety standards for such location.

23) Confidentiality/ Property Rights: Any information or materials provided to Vendor by or on behalf of Purchaser in connection with this order shall remain the property of Purchaser and Vendor shall use such materials solely in connection with this order and for no other purpose. Save where express written consent is given for disclosure, Vendor shall be under a strict duty to maintain the confidentiality of all information forwarded by Purchaser for the purposes of this order irrespective of whether the same was marked as confidential or not. Confidential information shall include (but is not limited to) information relating to the technology, commercial, financial, business or affairs of Purchaser and its respective associate companies, employees, agents or subcontractors. The obligation of confidentiality herein provided shall survive the termination of this P. O./Agreement. Vendor will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Purchaser or its affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Vendor shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Purchaser directs. Vendor further agrees to keep the terms and conditions of this agreement confidential and Vendor shall not at any time disclose any of the terms of this agreement without the prior written consent of Purchaser. Upon termination of this P. O. / Agreement for whatever reason Vendor shall destroy and/or return all confidential information disclosed by Purchaser to Vendor and deliver up to Purchaser all working papers, reports, computer disks and tapes and other material and copies provided to or prepared by Vendor pursuant to this agreement or to any previous obligation owed to Purchaser.

24) Notwithstanding the restrictions set forth above in Clause 23, if Vendor is required by Law to disclose any Confidential Information, Vendor may make the required disclosure, provided that prior to making any such disclosure, Vendor shall provide Pfizer with: (i) written notice of the proposed disclosure in order to provide Pfizer with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure; and (ii) reasonable assistance in seeking such protective order or other similar order. (b) Upon completion or termination of this P. O., and at Pfizer's written request at any time, Vendor shall promptly return to Pfizer or destroy (at Pfizer's election) all copies of all documents or other materials, in whatever form, that contain Confidential Information and are in the possession or under the control of Vendor or any Vendor Supplier Personnel and shall certify to Pfizer in writing that Vendor has done so in accordance with Applicable Laws. (c) The Vendor, for itself and on behalf of Vendor Personnel, represents and warrants that: (i) it has adequate and appropriate controls to ensure the confidentiality, privacy, security and integrity of Confidential Information and to ensure that Confidential Information is not disclosed contrary to the provisions of this P. O.; (ii) it has established and/or is maintaining any appropriate administrative, technical and physical safeguards as part of an appropriate information security program as well as security measures to ensure the privacy, security, confidentiality and integrity of Confidential Information; (iii) its information security program will reasonably protect against any threats or hazards to the privacy, security, confidentiality and integrity of Confidential Information, and protect against

unauthorized access to or use of Confidential Information (including, without limitation, where Confidential Information is transmitted over a network) that could result in the loss, destruction, unauthorized use, modification, or disclosure of Confidential Information, or the substantial harm or inconvenience to Pfizer or any Individual. Supplier acknowledges and agrees for itself and Supplier Personnel that Pfizer shall have the right to require additional reasonable protections related to the confidentiality, privacy and security of Confidential Information in connection with this P. O. or any renewal or amendment thereof, and Vendor shall agree to such additional reasonable protections as Pfizer may reasonably require. (d) Vendor/Supplier, for itself and on behalf of Supplier Personnel, agrees to provide to Pfizer, and as otherwise required by Law, prompt written notice of all incidents that involve, or which Supplier reasonably believes may involve, the attempted or successful unauthorized access, use, disclosure, modification, destruction or loss of Confidential Information or interference with system operation in an information system or in any medium or format, including without limitation, paper (hard) copy documents that may affect Confidential Information in the custody, possession or control of Supplier or Supplier Personnel (each, a “**Security Incident**”). Such notice shall summarize in reasonable detail the impact on Pfizer and the affected Individuals of the breach or unauthorized access, use, disclosure, modification, destruction or loss of Confidential Information and the corrective action taken or to be taken by Vendor/Supplier for preventative measures to prevent any future reoccurrences of such Security Incident.

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

26) Limitation Of Liability: Notwithstanding any provision to the contrary herein contained, in no event and under no circumstances shall Purchaser be liable to the Vendor for damages for loss of profits, loss of use, loss of business, loss of contracts, loss of revenues, loss of (anticipated) savings, loss of time, inconvenience, loss of opportunities or for consequential, indirect, special or punitive damages, arising out of or in connection with the appointment and/or the terms and conditions hereof, irrespective whether such claims for such damages be based on contract, tort or otherwise at law and whether or not Purchaser have been previously advised of the possibility of such damages.

27) Assignability: This order in its entirety and each provision hereof shall inure to the benefit of customers, successors and assigns of Purchaser. Vendor shall not assign this order without Purchaser’s prior written consent, and any purported assignment without such consent shall be null and void.

28) Relationship: Nothing herein shall create or be deemed to create a partnership or relationship of principal and agent or employee and employer or any joint ventures between the Vendor and the Purchaser. The Vendor has no right or authority and shall not attempt to negotiate, enter into, permit or cause its employees, servants or agents to negotiate or attempt

to or enter into contracts or commitments of any nature in the name of or on behalf of Purchaser which purports to bind Purchaser in any respect whatsoever. The Supplier shall not be considered a partner, co-venturer, agent, employee, or representative of Pfizer, but shall remain in all respects an independent contractor.

29) General

a) **Waiver; Partial Invalidity:** No delay or failure by either party to exercise any of its rights or remedies under this agreement shall operate as a waiver by that party of any such rights or remedies and such rights and remedies may be exercised at any time and as often as the party entitled to such rights and remedies deem fit. The failure of Pfizer to insist in any instance upon strict performance by Supplier of any provision of this P. O. shall not be construed as a continuing waiver of such item, or waiver of any other provision of this P. O. or any corresponding Agreement. If any provision of this P. O. shall be held illegal or unenforceable by any governmental authority having jurisdiction over this P. O., the validity of the remaining portions shall not be affected thereby.

b) In the event that any provision(s) herein shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof.

30) Arbitration Clause : Any and all disputes, controversies and conflicts (hereinafter referred to as "Disputes") arising out of this P.O./Agreement between the Parties hereto or arising out of or relating to or in connection with this Agreement and the performance or non-performance of the rights and obligations set forth herein or the termination or validity or interpretation or implementation or alleged breach of any provision of this Agreement shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any modifications and/or reenactments thereof. Prior to submitting the Disputes to arbitration the Parties hereto shall mutually resolve to settle the Disputes through mutual negotiation and discussions. In the event that the Disputes are not settled within 30 (Thirty) days of the arising of the Disputes, the same shall finally be settled and determined by arbitration to be conducted by a Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai and the language used in the arbitral proceedings shall be English. Pfizer will appoint a Retired Judge as a neutral third party Sole Arbitrator; which appointment shall not be objected by Supplier/Vendor. The Arbitral Award and decision by the arbitrator shall be in writing and shall be final and binding and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement, except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996. Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event that relief is granted under the Act, continue to perform their obligations under this Agreement.

31) Divestiture: Notwithstanding anything to the contrary contained in this P. O., to the extent related to or arising in connection with a divestiture (whether by sale, spin-off, or similar transaction) by Pfizer of all or any portion of a Pfizer business or business unit

(“**Divestiture**”), Pfizer may, without prior written notice to or consent of Supplier, without any penalty, and at no additional cost to Pfizer or to any affiliate of Pfizer or to the company or the group of companies resulting from such Divestiture (collectively, such companies are hereinafter referred to as the “**Resulting Companies**”): (1) assign its rights and obligations under this P. O., in whole or in part to one or more of the Resulting Companies, or (2) split and assign, in whole or in part, its rights and obligations under this P. O. to one or more of the Resulting Companies so as to retain the benefits of this P. O. for both Pfizer and the applicable Resulting Company / Companies following such Divestiture.

The Vendor/Supplier shall work cooperatively with Pfizer and the applicable Resulting Company / Companies to ensure a smooth and orderly transition, including, to the extent requested by Pfizer, entering into separate agreements with Pfizer and the applicable Resulting Company / Companies on substantially the same terms and conditions (as adjusted to take into account the nature of the separate contracts while maintaining the economic, business and other purposes of the P. O.).

No term, condition or provision of this P. O., whether express or implied, shall be construed to limit Pfizer’s use of the Services for the benefit of Resulting Company / Companies post such Divestiture till such time this Agreement / P. O. is valid and subsisting and the Vendor/Supplier shall not charge Pfizer any additional fee of any kind whatsoever for such usage.

ALL WARRANTIES HEREUNDER SHALL ALSO BE CONSTRUED AS CONDITIONS

Additional Terms and Conditions

1) The Vendor represents, warrants and undertakes 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; The execution, delivery and performance of this P. O. by Vendor/Supplier does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, and does not violate any law or regulation of any court, governmental body or administrative or other agency having authority over Vendor/Supplier. Vendor/Supplier is not currently a party to, and during the term of this P. O. will not enter into, any agreements, oral or written, that are inconsistent with its obligations under this P. O..

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 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 shall 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 shall 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 *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, compensation or damage that arises as a result of the Vendor's failure to comply with its obligations under this Agreement.

2) 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
- 3) Whether any Government Official is entitled to any part of any compensation or free to be paid under the proposed agreement
- 4) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of Vendor's/Supplier's knowledge, threatened against Supplier, wherein an unfavorable decision, ruling or filing would materially adversely affect the performance by Vendor/Supplier of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the enforceability of this P. O., or any other agreement or instrument entered into by Supplier in connection with the transactions contemplated hereby. In the event Supplier becomes aware of such action, suit or proceeding, Supplier shall immediately notify Pfizer.
- 5) The Supplier is validly existing and in good standing under the Laws of the jurisdiction of its organization and has the power and authority to enter into this P. O.. This P. O. shall be duly executed and delivered by Supplier and constitutes the valid acceptance and binding obligation of the Supplier, enforceable against it in accordance with its terms.
- 6) The Vendor/Supplier shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this P. O. or the terms and conditions hereof without the prior written consent of Pfizer in each instance. Supplier shall not publicize or use any name, trade name, service marks, trademarks, trade dress or logos of Pfizer (or any of its affiliates) nor identify Pfizer (or any of its affiliates) as a customer without Pfizer's prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by Applicable Law.
- 7) Vendor/Supplier shall comply and shall ensure that the Product and/or Services comply with all Environmental Laws as applicable in India on the date of this Agreement or thereafter, and in each case as amended from time to time.

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**
- 12) Any other information as may be required under Applicable Laws.