



For all Purchase Orders dated on or after 1 June 2014 : The following Terms & Conditions apply to all purchased made by Pfizer or any of its divisions and subsidiaries (including Wyeth). Pfizer Limited Standard Terms & Conditions (1 June 2014 Indonesia)

Standard Terms and Conditions of Purchase Order – Suppliers

These terms and conditions apply to sellers engaging with PT. Pfizer Indonesia and/or it's Associated Companies¹ ('Buyer') who are not a party to a current contract with Buyer.

1. Acceptance and conflict of terms

The terms of this Purchase Order ('Order') constitutes 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 Buyer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Buyer, and Buyer 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 Buyer and Seller covering the purchase of the goods, work, or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with the terms and conditions hereof.

- 2. Packing & Shipping:** All articles shall be suitably packed or otherwise prepared for shipment, so as to secure that lowest transportation rates and to meet carrier's requirements. No charges will be allowed for packing, crating or cartage, unless stated in the order. Each container must be marked to show quantity, order number, contents and shipper's name. A packing sheet showing this information shall be included in each package. Seller shall prepay all shipping charges, unless otherwise specified.

Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in the 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, labelling and shipping of all hazardous materials must meet applicable regulations.

- 3. Delivery:** This is the essence of this order Buyer must reject goods and service not delivered or furnished on dates herein specified.

¹ "Associated Companies" means all companies which (directly or indirectly) control, are controlled by or are under common control with Pfizer Inc.

4. **Inspection & Rejection:** All materials and workmanship shall be subjected to inspection and test by Buyer at the plant of Buyer, Buyer reserves the right to reject any defective material or workmanship not meeting the Buyer's specification and standards, whether paid for or not. Rejected article shall be removed at the expense for the Seller; including transportation both ways promptly after notifications of rejection, and Seller shall bear all risk of rejected articles.
5. **Re-works:** In the event re-works is necessary due to non adherence to specifications and only if through the fault of the seller, the Buyer at Buyer's discretion, may re-work same and charge back to Seller at the prevailing hourly rate.
6. **Warranties:** In addition to all warranties, express or implied, established by status or common law or elsewhere set in this order. Seller hereby expressly warrants that all goods and service covered by this order are conform to all specifications, drawing, samples, and any other description, furnished or adopted by Buyer, and will be of best quality and fit and sufficient for the purpose of intended, merchant able, of good and workmanship and free from all patent and latent defect.

Seller represents and warrants that:

- a. The Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses, consents, authorizations or completed such registrations or made such notifications as may be necessary or required by law to provide the goods or services, and providing such goods or services is not inconsistent with any other obligation of the Seller;
- b. All goods supplied hereunder shall be free from defects in material and workmanship and shall be of merchantable quality, shall conform to the Buyer's specifications, and shall be suitable for Buyer's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to Seller.
- c. The use or sale of the goods delivered hereunder shall not infringe any patent, trademarks, copyright, or any other intellectual property rights 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 Buyer's specifications and shall comply with all applicable laws, including, the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA').
- e. All information provided by it during the Buyer's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate.
- f. The Third Party has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official (including any HCP) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- g. The Seller undertakes to update these Representations or Warranties if (during the performance of the agreement) the Seller, or any of the employees or individuals who will be primarily responsible for performing under the agreement, or a familial relative of such an employee or individual,

becomes a Government Official or if a Government or Government Official becomes an owner of the Seller.

- h. All work performed for the Buyer will be completed by tradesmen (where the work performed includes electrical wiring, plumbing, draining and gas fitting work, air conditioning and refrigeration work, or building works) who hold all applicable licences, registrations and trade certificates, an original of which will be shown to the Buyer on request.
 - i. Seller undertakes that it will at all times comply with the Pfizer Anti-Bribery and Anti-Corruption Principles, available on the global [site](#).
7. **Price:** If no price is stated herein, the articles, work, or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest. The Seller warrants that price charged for goods delivered against this order will conform with all Government price regulation in effect during the period required to complete the transaction.
If no price is stated on the Order, the goods, work, or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is the lowest. Amounts payable by Buyer under this Order will be paid within sixty (60) days after the date upon which Pfizer receives the tax invoice.
 8. **Taxes:** The purchase price herein set out is inclusive of any and all taxes and other governmental charge, now imposed or hereafter becoming effective, upon production, sale, shipment, use or erection of the material specified in this order: and Seller agrees to indemnify Buyer against and reimburse Buyer for any expenditures Buyer may be required to make on account of Seller's failure to pay such taxes and other governmental charges.
 9. **Termination & Cancellation:** Buyer may terminate or cancel work under this order in whole or part at any time by written or telegraphic notice. Termination shall be without prejudice to any claims which one party may have against the other for work performed and material supplied up to date of cancellation.
 10. **Drawing, Prints, & Specification:** The Seller agrees that he will not use, sell, loan, or publicize any of the tools, specifications, blue-print, or designs supplied or paid for by the Buyer for the fulfillment of this order without Buyer's consent.
 11. **Tools, Dies, Moulds, etc.:** All tools, dies, moulds, printing plates, etc. created for use in this order, shall be the property of Buyer, and Buyer may withdraw them for Seller's premises on demand in writing. They shall be carefully preserved by Seller and maintain in good operating condition at all items.
 12. **Invoice & Discount:** All invoices must be rendered in duplicate, unless otherwise specified. Each invoice must be mailed on the date appearing on the invoice. Invoice must be rendered by the person, firm, or corporation to which this order is issued. If unable to comply, please return this order to Buyer and advise Buyer the name and address under which invoice will be rendered. Discount date will be established from the date at which Seller will have complied with all requirements of this order and Buyer has received an invoice in good order.

13. **Assignability:** This order in its entirety and each and every provision thereof shall insure to the benefit of the Customers, successors and permitted assigns of Buyer.

The terms of this Order in its entirety and each and every provision hereof shall inure to the benefit of the customers, successors and permitted assigns of Buyer. Seller may not assign this Order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.

14. **Waiver:** Any failure by Buyer to enforce or require strict performance by Seller of any terms or conditions of this order shall not constitute waiver there of by Buyer, and Buyer may at anytime avail himself of the remedies Buyer may have for any breach of the terms here of.

15. **Change Manufacturing Location or Processes:** The Seller should notify Buyer when Seller plans to change manufacturing or processes and if the is any materials source changes.

16. **Privacy Policy.** Pfizer respects the privacy of its users and has created a Privacy Policy that explains users' rights and responsibilities with respect to personal information disclosed on the Site. To read our Privacy Policy, please click [here](#).

17. **Insurance and risk:** When performing any work or services at any of Buyer's locations, Seller is to carry adequate insurance, and will promptly furnish Buyer with a certificate thereof, covering Worker's Compensation, General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability. The title and risk in goods shall pass to Buyer upon delivery except as otherwise set forth herein.

18. **Indemnification:** Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation and/or warranty made herein by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence or willful misconduct of Seller, regardless of whether or not such failure is caused in part by Buyer: 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 Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

