

## **Standard Terms and Conditions of Purchase Order - Suppliers**

These terms and conditions apply to sellers engaging with Pfizer Australia Pty Ltd, Pfizer PFE Australia Pty Ltd and/or their Associated Companies<sup>1</sup> ('Buyer' or 'Pfizer') who are not a party to a current contract with Buyer.

<sup>1</sup> 'Associated Companies' means all companies which (directly or indirectly) control, are controlled by or are under common control with Pfizer Inc.

### **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. Price**

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 lowest. Amounts payable by Buyer under this Order will be paid ninety (90) days after the date upon which Buyer receives the tax invoice.

### **3. Warranties**

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. All goods supplied hereunder shall, at the time of sale and delivery, comply with the requirements of all applicable Federal, State and Local laws and regulations including, but not limited to, all applicable provisions of the Therapeutic Goods Act. Goods supplied hereunder, which are so required, will be lawfully registered on the Australian Register of Therapeutic Goods.

d. 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.

e. 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').

f. 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.

g. 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;

h. 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.

i. 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.

j. Seller undertakes that it will at all times comply with the Pfizer Anti-Bribery and Anti-Corruption Principles, available [www.pfizer.com.au](http://www.pfizer.com.au).

#### **4. 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.

## **5. Inspection**

All goods supplied hereunder are to be shipped subject to Buyer'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 Buyer's specifications or, if no specifications are given by Buyer, with standard specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected goods at Seller's expense.

## **6. Taxes**

Prices stated on the face of the Order include all taxes (including GST) and other governmental charges not specifically imposed by law on Buyer, and Seller agrees to indemnify Buyer 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.

## **7. Contingencies**

Failure of Seller to make, or of Buyer 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 Buyer's failure is occasioned by a partial or complete suspension of operation at any of Buyer's plants, shall not subject the party so failing to any liability to the other party, but, at Buyer's option, the total quantity of goods, work or services covered by the Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

## **8. Packing and shipping**

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.

## **9. Termination**

If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate the Order. In the event of termination, if Seller is in possession of any goods or items belonging to Buyer, Buyer may enter any premises of Seller to retrieve such goods or items. Without prejudice to any other remedy, if Seller breaches any of the terms of the Order, Buyer 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. Buyer may postpone or cancel delivery and/or performance by written notice given to Seller

at any time before delivery and/or performance, and Buyer shall reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation which cannot be mitigated. The Buyer may terminate this Order immediately if the Buyer learns that the Seller, its officers, employees or agents are making, or have made, improper payments to Government Officials. Further, in the event of termination under this clause, the Seller will not be entitled to any further payment for goods, work or services, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination.

#### **10. Governing law**

The Order shall be governed by the laws of the state of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of courts of New South Wales, Australia.

#### **11. Attendance on premises**

In all cases where Seller delivers goods or performs work or services hereunder at any of Buyer's locations, Seller will comply with all applicable provisions of Federal, State and Local safety, health and security laws and regulations and Buyer's safety standards for such location.

#### **12. Confidentiality/ Property rights**

Any information or materials provided to Seller by or on behalf of Buyer in connection with this Order shall remain the property of Buyer 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 Buyer 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 Buyer directs.

#### **13. 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 wilful 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 wilful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

#### **14. Assignability**

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.

## **15. Pfizer Global Manufacturing and Supply**

The following additional terms and conditions apply to Sellers engaging with Pfizer Global Manufacturing and Supply.

- a) The Order must be acknowledged within 48 hours.
- b) Under no circumstance will the Buyer accept any invoice for payment unless the following information is quoted thereon:
  - (i) The Buyer's official Order number
  - (ii) The Seller's delivery note number and proof of delivery
- c) The Seller will be held responsible for any claims arising from defects of materials or workmanship.
- d) The Buyer reserves the right to turn away shipments on dirty/broken or sub standard pallets or any goods which are visibly unstable or damaged in any way or of wrong grade/description or where contamination is evident. Acceptable re-supply will be at Seller's expense.
- e) Deliveries will be accepted at the following times only:
  - (i) West Ryde - Monday to Friday 6:15am to 1.45pm
- f) Delivery dockets must accompany goods and be endorsed with the corresponding Order. Delivery dockets should clearly specify Order number, item, description, grade, quantity, units, lot number and number of pallets. We reserve the right to turn away deliveries which do not match delivery dockets. Re-supply will be at Seller's cost.
- g) The acceptance of these goods is subject to the Buyer's Quality Control Inspection.
- h) Material supplied against this Order must comply with the Buyer's material specifications provided.
- i) All packs containing materials must be clean, free from contamination, undamaged and individually identified.
- j) Pallets**

All pallets must comply with the following:

  - (i) All pallets / boxes must state Customer and Product code.
  - (ii) Pallets delivered to West Ryde must not exceed 1170mm x 1170mm x 1500mm high and must be adequate for the purpose.
  - (iii) Pallets delivered to Parkville must not exceed 1170mm x 1170mm x 1200mm high and must be adequate for the purpose.

- (iv) Maximum load per pallet is 1 tonne net weight (1000kg).
- (v) All pallets must be Chep pallets or ISPM15 compliant pallets.
- (vi) All items must be boxed on pallets and there must be no overhang.
- (vii) All pallets must be shrink-wrapped or banded.
- (viii) Labelling shall be as agreed with Buyer.
- (ix) All inventory items shall be delivered in closed trucks.
- (x) No pallet shall contain mixed lots.
- (xi) The certificate of analysis is to accompany the delivery of goods.
- (xii) All raw materials supplied to West Ryde must have a minimum 24 month expiry from date of delivery unless otherwise agreed by Buyer prior to delivery.

#### **16. Privacy collection notice**

The Seller acknowledges and agrees, and will procure that relevant personnel acknowledge and agree, that:

- (a) the Buyer collects personal information from the Seller about the Seller and/or its personnel (**Personal Data**) for the purposes of establishing and managing this Order, including to enable the Buyer to pay the Seller for the work, goods and/or services provided by the Seller to the Buyer;
- (b) if the Buyer does not collect Personal Data, the Buyer may not be able to complete this Order or pay the Seller;
- (c) the Buyer may disclose Personal Data to its affiliates, third parties who provide services to the Buyer in connection with this Order (such as payment processing providers) or regulatory bodies where this is required by law. Such recipients may be located overseas (a complete list of countries is set out in the Buyer's privacy policy available at [www.pfizer.com.au/cookie-privacy-policy](http://www.pfizer.com.au/cookie-privacy-policy));
- (d) if the Buyer discloses Personal Data to a third party overseas recipient and such recipient handles Personal Data in breach of the Australian privacy principles, the Buyer will not be liable for any breach by the recipient of the *Privacy Act 1988* (Cth) (including the privacy principles) and the Seller and its personnel may not be able to seek redress under that Act; and
- (e) the Buyer's privacy policy sets out its approach to the management of personal information, including how the Seller and its personnel can: (i) have access to and seek correction of their Personal Data; and (ii) make a complaint about a breach of privacy.

#### **17. Standard Anti-Corruption Contract Provisions for Third Parties**

1. 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 requested by Buyer, 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. 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.

2. Pfizer may terminate the contract if Seller breaches any of the above Representations and Warranties. 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.

3. For the purposes of these terms and conditions:

a. "Government Official" shall be broadly interpreted and means:

- i. any elected or appointed Government official (e.g., a legislator or a member of a Government ministry);
- ii. any employee or individual acting for or on behalf of a Government Official, agency, or enterprise performing a governmental function, or owned or controlled by, a Government (e.g., a healthcare professional employed by a Government hospital or researcher employed by a Government university);
- iii. any political party officer, candidate for public office, officer, or employee or individual acting for or on behalf of a political party or candidate for public office;
- iv. any employee or individual acting for or on behalf of a public international organization;
- v. any member of a royal family or member of the military; and
- vi. any individual otherwise categorized as a Government Official under law; and

b. "Government" means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

Terms and conditions updated [1 May 2018]