

STANDARD TERMS AND CONDITIONS OF PURCHASE  
(these Terms)

**1. Interpretation and Definitions**

In these Terms:

"the Contract" shall mean the contract between Pfizer and the Seller consisting of the Purchase Order, these Terms and any other agreements (e.g. supply agreements, service agreements, statements of work) entered into between the parties in relation to the Goods and Services, together with any other terms specified or referred to in the Purchase Order. The parties agree that any such other agreements or terms shall take precedence over these Terms in the event of a conflict.

"Goods" and "Services" respectively mean all goods and all services (as applicable) covered by the Purchase Order and/or any part(s) thereof.

"Government Official" includes any NHS healthcare professional, elected or appointed government official and any officer, employee or person acting for or on behalf of any of the following: local or central government; a public body (including international bodies); and a political party or candidate for public office (including election candidates, party members and administrative staff employed by political parties).

"the Purchase Order" means Pfizer's relevant order for the supply of Goods and/or Services by the Seller.

"the Seller" means the supplier named on the Purchase Order.

Unless expressly agreed in writing between the parties, no printed standard terms which may appear on any order confirmation, invoice or delivery note relating to the Goods and/or Services shall be of any effect.

**2. Delivery**

The Goods and Services shall be delivered and performed on the date(s) specified in the Contract. If the Goods and/or the Services are not so delivered or performed on or before the due date, or if it becomes clear the Goods and/or the Services cannot be delivered on or before that date, Pfizer may terminate the Contract in whole or in part without prejudice to any of its other rights under the Contract.

Unless otherwise specified in the Contract, the Seller shall pay all shipping, packing, crating and cartage charges associated with the delivery of the Goods and Services.

Pfizer shall, on reasonable notice, allow the Seller such access to its premises and shall provide such facilities as the Seller may reasonably require in order to perform the Services. The Seller shall ensure that, to the extent the Services are to be performed at Pfizer's premises, the Seller's employees and representatives observe all health and safety, security and other requirements which Pfizer may reasonably impose. The cost of any necessary safety induction training will be borne by the Seller.

**3. Quality and Inspection**

3.1 The Seller warrants that:

- (i) the Goods and Services shall be free from liens and defects, shall be of satisfactory quality, shall conform to any specifications, drawings, samples or other descriptions submitted to or specified by Pfizer and shall be suitable for Pfizer's intended purposes to the extent that such purposes are known or should reasonably be known to the Seller;
- (ii) it will carry out the Services and provision of the Goods promptly, with reasonable skill and care and in accordance with all applicable laws, regulations and with such requirements as Pfizer may from time to time reasonably impose;
- (iii) provision of the Goods and/or Services will not infringe the rights of any third party.

3.2 All Goods supplied hereunder are to be shipped subject to Pfizer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment, if not as warranted herein, or if not in conformity with Pfizer's specifications or, if no specifications are given by Pfizer, with standard specifications.

**4. Passing of Property and Risk**

The property and risk in Goods shall pass to Pfizer when the Goods are delivered to it.

**5. Contract Price and Payment**

Unless otherwise expressly agreed in writing, the price for the Goods and Services stated in the Contract shall be fixed and shall include all tax costs (except VAT), expenses and charges (including delivery and insurance) chargeable in respect of the Goods and/or Services. Unless otherwise agreed in writing, payment for the Goods and/or Services shall occur within sixty (60) calendar days of receipt of a correct and properly drawn VAT invoice by Pfizer or in the next semi-monthly payment run thereafter.

**6. Termination/Rejection**

6.1 Pfizer may postpone or cancel delivery and/or performance by written notice given to the Seller at any time before delivery and/or performance, and Pfizer shall reasonably reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated.

6.2 If the Seller defaults in any of its obligations under the Contract, becomes insolvent, has a receiver appointed over its business or is compulsorily or voluntarily wound up or if Pfizer bona fide believes that any of such events may occur Pfizer shall be entitled, at its discretion without prejudice to any other remedy, to suspend performance of or terminate the Contract. In the event of termination Pfizer may keep possession of any Goods and may enter any premises of the Seller to recover Goods and/or any other items belonging to Pfizer.

6.3 Without prejudice to any other remedy, if the Seller breaches any of the terms of the Contract, Pfizer may, at its election:

- (i) Reject and return the Goods in whole or in part at the Seller's cost within a reasonable time after delivery notwithstanding prior payment (risk in the Goods shall revert to the Seller upon such rejection);
- (ii) Permit the Seller to repair or reinstate the Goods or re-perform the Services so that they conform with the Contract;
- (iii) Carry out or have carried out at the Seller's expense such work as is necessary to conform the Goods and/or Services to the Contract.

6.4 In view of the damage that may be caused to Pfizer's business by association with any unethical behaviour, Pfizer shall be entitled to end the Contract immediately by written notice to the Seller if clause 12 is breached or if Pfizer discovers that improper payments are being or have been made to any Government Official by or on behalf of the Seller (whether in connection with the Contract or not).

6.5 If Pfizer terminates the Contract the Seller shall promptly return to Pfizer all payments already made for the rejected Goods and/or Services. Where on termination Pfizer elects to keep or take any Goods, it shall pay an appropriate pro rata amount reflecting the value of the Goods or Services taking into account the breach, but otherwise no compensation shall be payable to the Seller on termination or rejection.

**7. Confidentiality**

The Seller will not, without Pfizer's prior written consent, disclose to or use to the advantage (direct or indirect) of any company, firm, body or person(s) other than Pfizer, any information acquired in the course of the Contract concerning Pfizer's personnel, research activities, products or other business operations.

**8. Assignment and Sub Contracting**

The Seller shall not sub-contract or assign any of its obligations or rights under the Contract without Pfizer's prior written consent.

**9. Free Issue Materials**

If Pfizer for the purposes of the Contract issues materials free of charge to the Seller, such materials shall be and remain the property of Pfizer. The Seller shall maintain the materials in good order and condition subject to fair wear and tear. The Seller shall use such materials solely in connection with the Contract and any surplus materials shall be disposed of or returned as Pfizer directs. Damage or waste of materials arising from bad workmanship or negligence of the Seller shall be at the Seller's expense.

**10. Inventions**

Any invention or discovery (whether patentable or not), copyright, design right or confidential know-how ("IPR") conceived, produced or reduced to practice by the Seller in carrying out its duties under the Contract which relates to Pfizer's business or is based on information or materials provided by Pfizer shall be Pfizer's exclusive property.

No royalty or other payment will be due from Pfizer in respect of such IPR and the Seller will at Pfizer's request and expense, assign to Pfizer its title to any such IPR and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any re-issue of any patent issued on any such application.

**11. Data Protection**

The Seller shall ensure that it, its employees, agents and permitted sub-contractors shall observe the requirements of the Data Protection Act 1998. If the Seller is required under the Contract to process on Pfizer's behalf any personal data relating to Pfizer's customers or any other party, the Seller will only do so in accordance with Pfizer's instructions and shall take all appropriate technical and organisational measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such data.

**12. Anti-Corruption Provisions**

12.1 The Seller represents, warrants and undertakes to Pfizer that:

- (i) it has the full power, right and authority to enter and perform the Contract and that it will comply with all relevant laws, regulations, codes of practice, operating procedures and guidelines and will obtain and maintain all covenants, licences, approvals and permissions necessary to fulfil its obligations under the Contract; and
- (ii) it will not (directly or indirectly) offer, pay or authorise the offer/ payment of any money or the giving of anything of value or do any other thing in order to exert improper influence on any Government Official; and
- (iii) it has not (directly or indirectly) in the five (5) years immediately preceding the Contract offered, paid or authorised the offer/payment of any money or the giving of anything of value or the doing of anything in order to exert improper influence on any Government Official; and
- (iv) all information provided by it in the Third Party Entity Anti-Corruption Due Diligence Questionnaire, is complete and accurate.

12.2 The Seller will be deemed to have repeated the above representations, warranties and undertakings if, during the term of the Contract, it comes under the control of a Government Official or it becomes aware that any individual with significant responsibility for performing the Seller's obligations hereunder (or a close relative of such an individual), has become a Government Official.

12.3 During the term of the Contract and for a period of three (3) years after the final payment from Pfizer has been made under it, the Seller shall promptly arrange for Pfizer and its auditors to have such access to records relating to the arrangements covered by this Contract as they may reasonably require in order to verify the propriety of any payments (including disbursements, expenses or charges) proposed or made to or by the Seller.

**13. General**

Pfizer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of the Seller.

The failure of a party to enforce any provision of the Contract shall not constitute a waiver nor affect its right to enforce such and every other provision.

The Seller shall not without Pfizer's written consent advertise, publicly announce or provide to any other party information relating to the existence of the Contract or use Pfizer's name in any format for any promotion, publicity, marketing or advertising purpose.

No variation or alteration of any kind to the Contract can be made except in writing duly signed on behalf of each party.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

The Contract shall be governed by and construed in accordance with English law.

07/16