



GENERAL TERMS

1. **PRICE:** If the price is not included in this Purchase Order, the articles, works or services shall be invoiced according to the last prices fixed by the Vendor, or the price paid by Pfizer to the Vendor in the most recent transaction, or the market price in force, whichever is lower.
2. **WARRANTIES:** The Supplier hereby declares and assures Pfizer that:
 - a) The services / articles provided in accordance to this Purchase Order are faultless and in accordance to the specifications of Pfizer, and are fit to the purposes and intended uses by Pfizer;
 - b) The services/articles provided in accordance to this Purchase Order are in compliance with all applicable legal dispositions;
 - c) The use or sale of the rendered services/supplied articles in accordance to this Purchase Order do not breach any industrial/intellectual property right or other;
 - d) The works and/or services included in this Purchase Order shall be rendered / delivered in a correct and efficient manner in accordance to the specifications of Pfizer.
3. **ACCEPTANCE:** This Purchase Order is a proposed purchase. The beginning of the works, the shipment of goods and/or the rendering of services by the Vendor presuppose the express acceptance of the terms and conditions presented in this Purchase Order by the Vendor. The acceptance of this Purchase Order is expressly limited to the terms herein contained and the applicable law. The terms declared by the Vendor at the moment of acceptance of this Purchase Order which are non-compliant or exceed the terms contained there under, do not bind Pfizer, unless if accepted in writing. If Pfizer and the Supplier have entered into a separate agreement in writing regarding the purchase of certain products or services covered by a purchase order, the terms of such agreement shall govern and these General Terms and Conditions shall be considered complimentary. In the event of a conflict between the terms of such agreement and the terms of these General Terms and Conditions, the terms of such agreement shall prevail.
4. **INSURANCE; RISKS:** In the execution of any works or service rendering at the premises of Pfizer, the Vendor shall be responsible for the appropriate insurance coverage, and the confirmation of the latter shall be timely presented to Pfizer; it shall include an insurance against Accidents at Work and Professional Diseases; an insurance of Civil Liability against Physical and Material Damages and also a Car Insurance of Civil Liability against Physical and Material Damages. The ownership of the insurance policies and the covered risks shall be transmitted to Pfizer after the reception of the covered assets, except if otherwise agreed as per this Purchase Order.
5. **INSPECTION:** The services/articles supplied in accordance to the Purchase Order are subject to the verification of Pfizer, which can reject them, if non-compliant to the warranties included in this Purchase Order or if the articles/services are non-compliant with the specifications of Pfizer or, in the absence of any specifications, they are not in accordance to the commercially accepted specifications. The expenses incurred by Pfizer in result of rejections made within the scope of this Purchase Order shall be the Vendor's responsibility, and Pfizer, has the right to return the refused articles at the expense of the Vendor.
6. **PAYMENT:** Unless otherwise expressly agreed in particular conditions, Pfizer shall pay the invoice(s) by bank transfer to an account notified by the supplier, within 60 days of the receipt of the invoice, without prejudice to payment will occur in the semi-monthly payment run thereafter.
7. **TAXES:** The prices included in the first page of this Purchase Order include taxes and fees in force, and the Vendor shall indemnify and reimburse Pfizer of any expense the latter may endure due to the lack of payment by the Vendor of such taxes or fees.



8. **FORCE MAJEURE:** If the Vendor does not execute or Pfizer does not accept one or more article deliveries, works executions or service rendering, in accordance to this Purchase Order, due to a force majeure event, namely fire, explosion, flood, epidemic, war, act of governmental authority, public order disturbance to any other event whose effects are out of control by the parties or if the non-compliance of Pfizer is due a reason out of its control, the faulty party shall not have any liability before the other and, nevertheless, the total quantity of articles, works and services included in this Purchase Order can be reduced, as per Pfizer choice, in the quantity that was not delivered or the execution which was not made in result of the mentioned contingencies, or the stipulated deadline can be extended to the delivery of the goods or service rendering through a period of time equivalent to the one the delivery or the rendering herein has not been made, and the delivery or rendering shall be made during that extension of the deadline.
9. **PACKAGING AND SHIPPING:** The Vendor is hereby obliged to fulfill all legal duties applicable to packaging and shipping of the goods object of this Purchase Order. The Vendor shall be responsible for all shipping, packaging and transportation, unless otherwise stated in this Purchase Order.
10. **TERMINATION:** If the Vendor does not fulfill any of its obligations in accordance to this Purchase Order, if it is declared insolvent/bankrupt or it has a trustee, or if Pfizer considers that, in good faith, any of this circumstances may occur, the latter can, according to its own criteria and notwithstanding any other resource, suspend the execution or determine the termination of this Purchase Order. In case of termination, the Vendor shall keep all goods or items belonging to Pfizer, and Pfizer is allowed to enter the premises of the Vendor in order to recover the same. Without prejudice of application of any other resource, in case of breaching by the Vendor of any of the terms of this Purchase Order, Pfizer may choose to: (i) reject and return the whole or part of the goods and/or services at the Vendor expenses in a reasonable term after their respective delivery, even if they had been previously paid for; (the liability on risks over the goods shall be held by the Vendor after that refusal); (ii) allow the Vendor to repair or replace the goods or to render a new service in accordance to this Purchase Order; or (iii) execute or endeavor the executions at the Vendor's expenses of the necessary works to ensure that the works and/or services are in accordance to this Purchase Order. Pfizer may still postpone or cancel the delivery of goods and/or the rendering of services by means of a written notification sent to the Vendor at any time before its delivery and / or rendering, with no costs whatsoever to Pfizer.
11. **APPLICABLE LAW/JURISDICTION:** this Purchase Order shall be governed and construed in accordance to the laws of Portugal. Any issue relating to the construction, application and / or execution of the herein terms shall be exclusively and permanently resolved by the Tribunal Judicial da Comarca de Lisboa.
12. **CONFIDENTIALITY/PROPRIETARY RIGHTS:** All information or material provided to the Vendor by or in representation of Pfizer relating to this Purchase Order shall remain property of Pfizer, and it can only be used by the Vendor within the scope of this Purchase Order. The Vendor shall not disclose or use for any other purposes than the ones herein described any information or material obtained from Pfizer or through its representative or subsidiaries relating to any projects, drawings, specifications, personnel, research activities, products or commercial operations. The Vendor shall keep the mentioned material in perfect conditions, except for the natural usage, and Pfizer shall determine its destination.
13. **COMPENSATION:** The Vendor hereby is obliged to indemnify and reimburse Pfizer for all liabilities, compensations, damages, losses and expenses arising or resulting from the breach by the Vendor of a legal or conventional guarantee provided, or the terms of this Purchase Order regardless of that breach being partially attributable to Pfizer Pfizer shall not, in any circumstance, be liable for any loss of profits or other indirect losses suffered by the Vendor.



14. **TRANSMISSIBILITY:** The Vendor may not transfer its rights or transmit its obligations within this Purchase Order without the previous writing consent of Pfizer. Pfizer may, in turn, transfer in whole or in part the rights and obligations herein.
15. **THIRD PARTY RIGHTS:** The dispositions within this Purchase Order shall be in force for the exclusive benefit of the Vendor and Pfizer and not any other party (except successors and assignees), whether a third party beneficiary or other.
16. **ANTI-BRIBERY AND ANTI-CORRUPTION DISPOSITIONS:** The Vendor represents and warrants that:
 - a) 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) 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) 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;
 - 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; and
 - g) The Vendor will complete and submit to Pfizer, the *Third Party Annual Compliance Certification* at an annual interval, upon request by Pfizer;

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 Vendor's failure to comply with its obligations under this Agreement.