



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. Nevertheless, if a written agreement was entered into by Pfizer and the Vendor relating to the purchase of the articles, works or services included in this Purchase Order, the terms and conditions of that Agreement shall prevail over the ones in this Purchase Order, in all that is contrary to the terms and conditions herein.
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 he 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-CORRUPTION DISPOSITIONS:** The Vendor is licensed, registered or qualified in accordance to the laws, regulations, policies and local administrative requirements to perform a business activity and, according to what is required by all applicable laws, has obtained the appropriate licenses or is duly registered, as required or stipulated by law, to supply the goods or services as agreed and the rendering of goods or services is not incompatible with any other obligation it may have.

The Vendor is hereby committed in writing not to make, directly or indirectly, any offer or payment, nor will he/she authorize such offers or payments, of whatever amount of money or value, nor will he/she seek to corruptly influence any Government Official or any other person in order to obtain an improper commercial advantage, nor has accepted or will he/she accept such payments in the future.

All information given by the Vendor during the pre-agreement phase, including all information given in the *Questionnaire for Third-parties – Due Diligence – as per the American Law Relating to Corruption Practices* is complete, true and exact.

The Vendor agrees to notify Pfizer in writing (i) about any episode or alteration of circumstance, occurred along the duration of this agreement, which could result in the information given to be incomplete, false or contain inaccuracies, (ii) in case of a third party, one of its members or employees responsible for the interaction in the scope of the agreement, or a family member of the referred members or employees, becomes a Government Official and (iii) in case a Government Official acquires the Third Party or a part of it.

The Vendor has read and understood Pfizer's Anti-Corruption Principles attached to this agreement.

Pfizer may terminate this agreement immediately if, after written notice, Pfizer learns of any breach of the statements, guarantees, or other clauses of this agreement, by the Vendor, related to Pfizer's Anti-Corruption Principles. If Pfizer terminates this agreement in accordance to this clause, the Vendor will not be eligible to appeal against Pfizer for any payments, regardless of any activities promised or agreements entered into between Third-parties introduced before the termination of the agreement. The Vendor shall be liable for all damages or remedies as provided by law.



Pfizer Anti-Corruption Principles

Pfizer's corporate policy prohibits all Pfizer colleagues or any other person acting on Pfizer's behalf, from making payments, or making a valuable offer to any person or entity, with the purpose to unduly induce a Government Official or to obtain an undue economical advantage. Pfizer is committed to carry out its business activities in an ethical manner and with integrity in accordance to all the applicable laws and regulations, including, but not limited to, the anti-bribery and anti-corruption laws. Pfizer requires from its consultants, agents, representatives, companies and individuals acting on its name ("Business Partners") to abide by the same principles as well as from other parties acting on the name of the Business Partners, relating to the services rendered to Pfizer.

Government Officials Bribery

In agreement with Pfizer policies a "Government Official" has a broad interpretation and includes: (i) any elected or appointed Government member (e.g. member of the Ministry of Health); (ii) any employee or individual who acts in an official capacity on behalf of (iii) a political party, officer or employee of or acting on behalf of a political party or a candidate to a public position, or (iv) an employee or individual of or acting on behalf of a public international organization (e.g., United Nations); The word "Government" includes all governmental levels and subdivisions (i.e. local, regional or national and administrative, legislative or executive power). As this is a very broad definition, Business Partners are likely to interact with a Government Official in the normal course of the corporate life. For example, physicians who work in state hospitals and E.P.E. are considered "Government Officials".

The *Foreign Corrupt Practices Act* of 1977 (known as "FCPA") prohibits the making, promising or authorizing of corrupt payments, or making a valuable offer to a Government Official with the purpose to induce this official to make any decision or make amendments to a legal provision in order to assist the company in obtaining or keep its businesses. FCPA also prohibits a company or an individual of using another company or individual to be involved in any of the preceding activities. Being a US company, Pfizer has to comply with FCPA and be liable for any acts performed in any part of the world by a Business Partner.

Anti-Bribery and Anti-Corruption Principles applicable to the Interaction with the Government and Government Officials

Business Partners should communicate and follow the following principles when interacting with the Government or Government Officials:

- Business Partners are prohibited to directly or indirectly make, promise, or authorize the making of a corrupt payment or providing anything of value to a Government Official to induce that Government Official to make any governmental act or decision to assist the company in obtaining or retaining business. Business Partners are prohibited to make any payment or offer any product or benefit, regardless of its value, as well as an improper inducement for a Government Official to approve, reimburse, prescribe or purchase a Pfizer product, to influence the outcome of a clinical trial, or to otherwise improperly benefit Pfizer's business activities.
- Business Partners, and those acting on their behalf in relation to the services rendered to Pfizer, must understand whether local laws, regulations or procedures (including demands enforced by government entities such as state hospitals or research institutions) place limits, restrictions or information requirements subject to specific compensation, financial support, charitable contributions or gifts that may be granted to Government Officials. Business Partners must take into account and comply with the applicable restrictions when performing activities related to Pfizer. Should a Business Partner have any doubts concerning the meaning or the applicability of limits, restrictions or information requirements concerning interactions with Government Officials, that Business Partner should consult his/her main contact at Pfizer before taking any measure.
- Business Partners, and those acting on behalf of Business Partners relating to the services rendered to Pfizer, cannot offer undue payments. An undue payment is a nominal, non-official payment, rendered to a Government Official with the purpose of ensuring or speeding the practice of a non-discretionary governmental action. Examples of undue payments include



payment to speed up the granting of licenses, permits or visas, whose documentation is in compliance. If a Business Partner, or other party acting on behalf of a Business Partner in relation to the services rendered to Pfizer, receives or is aware of a request or demand of an undue payment or bribery relating to the services rendered to Pfizer, that Business Partner shall report that request or demand to its main contact person at Pfizer before taking any measure.

Commercial Bribery

Bribery and corruption can also occur in non-governmental business relations. The law prohibits offering, promising, giving, requesting, accepting or agreeing to accept money or any valuable thing in exchange to an undue economical advantage. Examples of prohibited actions can include, but are not limited to, hospitality or inappropriate gifts, *kickbacks* or investment opportunities offered to unduly influence the purchase of goods or services. Pfizer colleagues may not offer, give, request or accept bribes and we expect Business Partners and those acting on behalf of our Business Partners relating to the services rendered to Pfizer, to abide to the same principles.

Anti-Bribery and Anti-Corruption Principles applicable to the interaction with Private People and Pfizer Colleagues

Business Partners should communicate and abide to the following principles when interacting with private people and Pfizer Colleagues:

- Business Partners, and those acting on their behalf in relation to the services rendered to Pfizer, cannot directly or indirectly make, promise, or authorize the making of a corrupt payment or providing anything of value to any person to induce any improper benefit to Pfizer's business activities.
- Business Partners, and those acting on their behalf in relation to the services rendered to Pfizer, cannot directly or indirectly request, agree to accept or receive a payment or anything of value as an improper benefit relating to the business activities they render to Pfizer.
- Pfizer Colleagues cannot receive gifts, services, privileges, entertainment or other objects of higher value than the symbolic value or nominal monetary value from Business Partners or from those who act on behalf of Business Partners relating to the services rendered to Pfizer, Furthermore, the gifts of nominal value are only allowed if they are not often received and only in appropriate occasions.

Report Breaches or Suspected Breaches

Business Partners, and those acting on their behalf in relation to the services rendered to Pfizer, are obliged to report situations related to potential breaches of this Anti-Bribery and Anti Corruption International Principles or the law. These reports can be directed to the main contact person at Pfizer by the Business Partner or, if the Business Partner so decides, to the Compliance Group of Pfizer by an e-mail message to corporate.compliance@pfizer.com or by telephone to 1-212-733-3026.