

## STANDARD TERMS AND CONDITIONS OF PURCHASE

### **1. Introduction**

These Standard Terms and Conditions of Purchase (STCP) shall apply to all purchases of goods and services performed by all companies of the Pfizer group whose registered office is located in Spain (hereinafter "Pfizer") and shall prevail over any terms and conditions of sale of the supplier, unless otherwise agreed between the parties.

These STCP are an integral part of every Pfizer's Purchase Order ("Order") for the supply of goods and/or services by the Supplier. Supplier'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 the Order. No terms stated by Supplier in accepting an Order or appearing on any invoice or delivery note shall be of any effect or binding upon Pfizer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Pfizer.

If Pfizer and the Supplier have entered into a separate agreement in writing regarding the purchase of certain products or services covered by an Order, the terms of such agreement shall govern and these STCP shall be considered complimentary. In the event of a conflict between the terms of such agreement and the terms of these STCP, the terms of such agreement shall prevail.

In these STCP the term "Contract" shall mean the contract between Pfizer and the Supplier consisting of these STCP, the Purchase Order (including any documents attached to the Purchase Order), the Data Protection Processing Agreement (if applicable) and any applicable Pfizer policies available on request as detailed in these Terms.

### **2. Delivery date**

Unless otherwise agreed in writing, the delivery date mentioned in the Order shall be strictly respected and corresponds to the date on which the Supplier has undertaken to deliver the goods at the delivery address stated in the Order or to perform the services.

In the event of a delivery occurring after the date agreed or stated in the Order, Pfizer reserves the right to:

- Claim late penalties to the supplier, after prior formal notice sent by written or
- Terminate by prior formal written notice in all or in part, any Order which was not carried out according to the set timetable, without prejudice to any damages that may be claimed by Pfizer, and to place an order to a third party at the expense and risk of the defaulting Supplier, it being specified that the Supplier shall bear any additional costs resulting from the non-performance of the Order.

### **3. Delivery of goods**

All deliveries shall be made during opening hours of the recipient facility and necessarily at the locations, stations, warehouses or stores mentioned in the Order or otherwise agreed in writing.

Any delivery may be refused if it is not accompanied by a delivery note which shall mention, in particular, the Supplier's full name, the place of receipt, the Order number, the packaging tare weight specifying whether it is consigned or lost, the gross and net weight, the quantity delivered and the accurate packing list describing the contents of each package under the same heading as the one appearing in the Order. In the absence of this data, Pfizer reserves the right to reject the goods as "unidentifiable" (purchase order and/or code).

### **4. Warranties and acceptance of goods and services**

4.1 Supplier warrants that:

- (i) Supplier and its employees, agents and subcontractors, are licensed, registered, or qualified under local law, regulations and policies to do business and have obtained all necessary licenses,

consents and authorizations necessary or required to provide the goods or services, and providing such goods or services is not inconsistent with any other obligation of the Supplier.

- (ii) 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 Supplier;
- (iii) All goods supplied hereunder shall, at the time of sale and delivery, comply with the requirements of all applicable European, State, regional and Local laws and regulations;
- (iv) 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; and
- (i) the Services will be carried out by appropriately qualified and trained personnel 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;

4.2 All goods will only be considered as accepted after Pfizer has carried out both a material and technical verification for a reasonable time after delivery. The payment or commencement of payment of a good shall in no event imply final acceptance of such good by Pfizer.

## **5. 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 costs (except VAT), expenses and charges (including delivery and insurance) chargeable in respect of the Goods and/or Services. Unless otherwise specified in the relevant Purchase Order, all properly drawn VAT invoices shall be paid sixty (60) calendar days after receipt of such invoice.

Supplier 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.

Provided that any amounts are agreed in writing between Pfizer and the Supplier prior to the commencement of the Services, Pfizer will reimburse the expenses provided that they are properly incurred by the Supplier in the course of performing the Services in accordance with Pfizer Rules for Expenses.

## **6. Invoices**

Unless otherwise stated and, besides references required by Spanish regulations, each invoice shall include, in particular: the number of the purchase order, the name, the address and the intra-Community VAT number of the Pfizer entity invoiced, the designation and number of items or the detail of the services, the completion timetable, the dates and references of the delivery note and the detailed price. A separate invoice shall be drawn up for each purchase order and each delivery.

In addition, all invoices shall be sent to the address mentioned in the Order. Unless otherwise specified in the Order, the billing address shall mention the Pfizer entity concerned and shall be, as of April 1, 2020, the following:

### **Sending by email**

Please note, that PDF is preferred way of sending invoices due to all benefits for both sides. We would like to encourage all our suppliers to send invoices via email in PDF format and no enrolment is required

PDF invoices sent via email to be sent to the following address: **CCZ-Pfizer-ES@canon.cz**

Sending by regular mail:

GFS  
(Legal entity + code to be specified)  
PO BOX 238  
Bubenské náměstí 306/13  
17004 Prague  
Czech Republic

Please note that in the case of a shipment with traceability of receipt, the aforementioned address should not be used as this would result in the rejection of the delivery and return to sender.

Sending by registered mail with AR or other types requiring a signature for reception:

Canon CZ s.r.o.  
Prague Marina Office center  
Jankovcova 1595/14 vchod B  
170 00 Praha 7 Holešovice  
Czech Republic  
Contact: Phone: +420 225 280 111

**7. Ownership transfer - Risks transfer**

The transfer of ownership is carried out in accordance with the general sale of goods legislation. Unless otherwise stated, the transfer of risks shall occur upon delivery of the goods to Pfizer at the location indicated in the order.

**8. Warranty - Return**

All goods ordered will be guaranteed to against any malfunction and manufacturing defect for a period of one (1) year minimum as from its delivery or set up. During this period, the supplier undertakes to immediately fix or replace the defective good at its own expense.

In addition, Pfizer reserves the right to request the replacement or reimbursement of any goods that do not comply with the terms and specifications mentioned on the order, irrespective of the application of the legal or contractual guarantee covering the good delivered.

**9. Intellectual property**

Any invention or discovery (whether patentable or not), copyright, trademark, design right or confidential know-how ("IPR") conceived, produced or reduced to practice by the Supplier in carrying out its duties under the Order 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 Supplier 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 reissue of any patent issued on any such application.

If any work is commissioned or ordered for Pfizer from any third party, the Supplier will ensure that all IPR in that work is assigned or transferred to Pfizer in accordance with this paragraph. The Supplier will obtain or procure the obtaining for Pfizer of all necessary permissions, consents and releases from authors, artists, photographers, models and any other persons and IPR holders as may be required in connection with this Order. The Supplier represents, warrants and undertakes that Pfizer's use and possession of any materials generated by or obtained from the Supplier under the Order, shall not infringe any third party's Intellectual Property rights.

**10. Confidentiality**

The Supplier will not, without Pfizer's prior written consent, disclose to or use to the advantage (direct or indirect) of any third party any information acquired in the course of this Order concerning the terms of the

Order, Pfizer's personnel, research activities, products, other business operations or any other information which would be regarded as confidential by a reasonable business person ( together "Confidential Information"). At Pfizer's request, and in any event on termination or expiry of the Contract, the Supplier shall (as directed by Pfizer) return or destroy all documents and other records containing or relating to Confidential Information and certify to Pfizer that such full return or destruction has been effected. The confidentiality obligations imposed by this agreement will remain binding for a period of five (5) years from the date of expiry or termination of the Order.

## **11. Data Privacy**

Each of the Parties is informed that their personal data will be processed by the other Party in order to allow the development, fulfillment and control of this Contract / Agreement, the basis of the processing being the fulfillment of the contractual relationship and keeping the data for as long as it subsists and even after, until any eventual liabilities derived from its termination. The data of the Parties may be communicated to banks and financial entities, for the management of collections and payments and to Public Administrations in the cases provided for by Law for the purposes defined therein. The Parties may exercise their rights of access, rectification, erasure, opposition, limitation, portability, as well as all those that contemplate the applicable regulations by writing to the address stated in the heading of this Agreement, in the terms provided in the legislation of data protection, duly identified. They also have the right to file a claim with the Spanish Data Protection Agency or, where appropriate, with the autonomous data protection authorities.

In particular, the Supplier's representative can access more information about Pfizer's treatment of their personal data through the following link:

[https://www.pfizer.es/web/aviso\\_privacidad\\_proveedores.html](https://www.pfizer.es/web/aviso_privacidad_proveedores.html)

The Supplier shall comply with its obligations under the Data Protection Laws. In particular (but without limitation), if the Supplier processes any "personal data" and/or "sensitive personal data" (as defined in the EU General Data Protection Regulation (2016/679) on Pfizer's behalf, it will only do so in accordance with a Data Protection Processing Agreement agreed with Pfizer.

## **12. Force majeure**

Neither Party shall be held liable for the failure or non-compliance of its obligations resulting from a force majeure event.

The occurrence of a force majeure event shall only temporarily suspend the execution of the sole obligations of this contract that are affected by such force majeure event.

The party suffering from a force majeure event shall immediately notify the other party by registered letter with acknowledgement of receipt. Such party shall take all reasonable steps to limit the effects of the force majeure event and promptly notify the other party of the end of such force majeure event by registered letter with acknowledgement of receipt.

However, in the event of suspension of the obligations for more than one (1) month, the parties shall meet each other to discuss the continuity of the contract and may request the termination of the latter by registered letter with acknowledgement of receipt.

Any inspection of the Supplier's premises performed by an administration or any other organization shall in no event constitute an event of Force majeure.

## **13. Anti-bribery provisions**

13.1. The Supplier represents and warrants to Pfizer that:

- (i) it is authorized under current applicable law to supply the Goods and/or Services covered by this Order, and, to the best of his knowledge there are no regulations or other obligations prohibiting the provision of such Goods and/or Services;
- (ii) never, directly or indirectly, has offered and/or paid and/or authorized to offer and/or to pay any money or other benefits to public officials and/or public servants in an attempt to influence any public official or any other person so that Pfizer might improperly obtain any unlawful business advantage, and that he has not accepted and shall not accept in future such payments;

- (iii) has received a copy of Pfizer's International Principles relating to Anti-Corruption and Bribery and that, to the best of his ability, that he has communicated these principles to all persons acting on its behalf with regard to the activities carried out for Pfizer;
- (iv) all information provided to Pfizer in connection with any due diligence made on anti-corruption by Pfizer is complete, true and correct and the Supplier undertakes to inform Pfizer if the answers in the due diligence questionnaire which was sent may alter in the course of the Order being carried out with respect to the Supplier or to any person identified in the due diligence questionnaire or to that person's family members, as defined therein;
- (v) shall (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
- (vi) will permit, during the term of the Contract 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 Supplier involving transactions related to or goods/services provided under the agreement.

13.2. If requested by Pfizer, Supplier will complete and submit to Pfizer, the Third Party Annual Compliance Certification at an annual interval.

13.3. Supplier agrees that upon request of Pfizer, any persons acting on behalf of Supplier 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.

13.4. Supplier agrees to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in connection with its performance under the Contract, including requiring relevant employees of Supplier, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.

13.5. Pfizer may terminate the contract if Supplier breaches any of the above Representations and Warranties without the Supplier being entitled to any further payment regardless of any activities undertaken or agreements entered prior to termination.

#### **14. Assignment and Sub-Contracting**

The Supplier shall not sub-contract or assign any of its obligations or rights under this Order without Pfizer's prior written consent. If all or any part of its obligations under this Order are sub-contracted or assigned by the Supplier, the Supplier shall be responsible for all the acts and omissions of its sub-contractors as if the Supplier had itself carried out the acts and omissions concerned.

Pfizer shall have the right to assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Order to any of its Affiliates or third party. "Affiliate" means any corporation, firm, partnership or other entity or person which directly or indirectly controls or is controlled by or is under common control with Pfizer. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of the Affiliate or any direct or indirect parent of the Affiliate, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

#### **15. Termination**

If the Supplier breaches any of the terms of this Order and does not remedy such breach fifteen (15) days after notification by Pfizer by registered letter with acknowledgement of receipt, the Order may be cancelled and, without prejudice to any other remedy, Pfizer may, at its discretion: (i) reject and return the goods and/or services in whole or in part at the Supplier's cost within a reasonable time after delivery notwithstanding prior payment (risk in the goods shall revert to the Supplier upon such rejection); (ii) permit the Supplier 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 Supplier's expense such work as is necessary to conform the goods and/or services to the Contract; or (iv) receive a refund in of the full amount paid to the Supplier.

## **16. Notifications**

All correspondence regarding the order shall be sent to the contact mentioned in the Order and to the address indicated on the Order.

## **17. Jurisdiction**

The Order shall be governed by the laws of Spain and the parties submit to the non-exclusive jurisdiction of courts of the city of Madrid, Spain.

The various shipping or payment methods, acceptance of payment or cash on delivery shipments as well as the place of delivery may not operate either novate or derogate this jurisdiction clause.

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

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

- a) The Supplier will be held responsible for any claims arising from defects of materials or workmanship.
- b) Pfizer reserves the right to turn away shipments on dirty/broken or substandard 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 Supplier's expense.
- c) 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. Pfizer reserves the right to turn away deliveries which do not match delivery dockets. Re-supply will be at Supplier's cost.
- d) The acceptance of the goods is subject to Pfizer's Quality Control Inspection.
- e) Material supplied against this Order must comply with Pfizer's material specifications provided.
- f) All packs containing materials must be clean, free from contamination, undamaged and individually identified.
- g) All **pallets** must comply with the following:
  - i. All pallets / boxes must state Customer and Product code.
  - ii. Maximum load per pallet is 1 tonne net weight (1000kg).
  - iii. All pallets must be Chep pallets or ISPM15 compliant pallets.
  - iv. All items must be boxed on pallets and there must be no overhang.
  - v. All pallets must be shrink-wrapped or banded.
  - vi. Labelling shall be as agreed with Pfizer.
  - vii. All inventory items shall be delivered in closed trucks.
  - viii. No pallet shall contain mixed lots.
  - ix. The certificate of analysis is to accompany the delivery of goods.