

PURCHASING TERMS & CONDITIONS

REFERENCE:

Delivery notes, invoices and any correspondence should always specify: our order number, code, article name and quantity in units.

PRESENTATION:

A label with the following instructions should be affixed to packets, barrels, sacks or any other type of container: supplier's name, type of material contained, our order number, quantity including Net Weight and Tare if starting materials, our number code, delivery date and the supplier's batch number if starting materials. Even if nothing is indicated on our order, the quality and condition of the containers should be such that it provides appropriate protection to the goods from any kind of deterioration during transit and under normal storage conditions. The number of units contained in each container, packet, etc., should be constant in a quantity that facilitates their counting, for example: 10-50-100-200-500-1.000-5.000. This amount should coincide with the one specified in the order. In the event of printed material, a sample of material contained should be affixed next to the outer identification label.

Printed material should be delivered in bundles of 50 units, provided its volume permits.

Small size promotional materials should be delivered in packets or bags of 50.

The goods should be delivered at the delivery site specified, free of any costs, including containers and packaging, as well as the Insurance in the case of deliveries made from the provinces. If the delivery is not received, the risks for loss or damage will be payable by the supplier.

The pallets must be European and with the following dimensions: 1.20x0.80x1.30 cm. The pallets should be shrink-wrapped for delivery to prevent the deterioration of the material before being delivered to our facilities. **The goods should be delivered on pallets by reference and batch.**

Specific conditions for deliveries of promotional products at Pfizer GEP S.L.U.

Rules for delivering promotional materials: goods should be delivered to our warehouses accompanied by the following documents: supplier delivery notes with product name, exact quantity and number of packages delivered.

Delivery notes should have been checked and include our order number and the delivery code and Codex.

Boxes should be clearly identified on the outside with the product names and exact quantity of the contents.

Paperboard (promotional materials): cardboard boxes of twice the weight.

Measurements of the boxes to be used: 0.40x0.30x0.30 cm, 0.34x0.27x0.23 cm, 0.35x0.28x0.32 cm.

SURPLUS AND DEFECTS:

We reserve the right to return any deliveries of quantities that are more or less than 10% those requested in the order.

QUALITY

Any material not meeting the quality, standards and specifications indicated in our order or arranged with the supplier will be returned to the supplier. The supplier shall be liable for these expenses and the order indicated shall be cancelled.

STENCILS, PRINTING PLATES, ETC.:

In those cases in which the dies or stencils are our property, they should be kept by the supplier in perfect condition and only used to meet our orders.

TERM:

We reserve the right to return any materials that are not delivered in the time frame as specified by us in the order, as well as to terminate the corresponding order, the supplier recognising and accepting in this Agreement any return for this reason that may arise and the resolution thereof. In the case of partial deliveries not specified in this order, we reserve the right, following notice, to cancel the order partially or totally.

BILLING AND PAYMENT:

Please send your invoices as soon as possible, indicating the payment deadline on them, in accordance with the time frame arranged by both parties and specified in our order.

GENERAL TERMS & CONDITIONS:

The commercial sale hereunder shall be governed expressly by the provisions of articles 329-336 and 342 of the Code of Commerce in relation to the quantity, quality and delivery time of the goods.

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.

AGREEMENT:

We consider this order to be agreed if we do not receive instructions stating otherwise.

PERSONAL DATA PROTECTION:

Pfizer GEP, S.L.U. seeks to process data it has collected about you in the context of your relationship as a supplier to Pfizer GEP, S.L.U. that could be regarded as "personal data" in accordance with the provisions of *Ley Orgánica 15/1999, de 13 de Diciembre, de Protección de Datos de Carácter Personal* (the Spanish 1999 Personal Data Protection Act). For the purposes of being able to develop your relationship with Pfizer as a Supplier, we need to transfer your personal data to other companies in the Pfizer Group or to third companies that work for Pfizer, including companies that are not based in the European Union where data protection regulations may not exist or may not be comparable to those in the European Union. Pfizer will implement and enforce the implementation of the technical and legal measures necessary to keep the systems and your information secure at all times.

You may exercise your rights to access, correct, cancel and oppose the data referred to in the Spanish 1999 Personal Data Protection Act by writing to Pfizer GEP, S.L.U. (Ref. - Data Protection), Avda. Europa, 20-B, Parque Empresarial "La Moraleja", 28108 Alcobendas (Madrid) or by e-mailing seguridad.informacion@pfizer.com.

You acknowledge that you may provide Pfizer with Personal Data regarding personnel in the context of providing goods and or services to Pfizer. You agree that you have the right to provide Personal Data to Pfizer and that you will provide any requisite notice to individuals and ensure that there is a proper legal basis for Pfizer to use the Personal Data for the purposes detailed in our Supplier Privacy Notice.