

## STANDARD TERMS AND CONDITIONS OF PURCHASE

("these Terms")

### 1 DEFINITIONS In these terms

"Pfizer" means the Pfizer entity as stipulated in the "Bill to" field on the Purchase Order.

"Delivery" has the meaning given in Section 5.1.

"Delivery Time" means: (a) if this Contract relates to the purchase of Materials by Pfizer, the date(s) upon which the Materials are to be delivered; or (b) if this Contract relates to the supply of Services to Pfizer, the period(s) over which the Services are to be provided.

"Materials" means all of the goods and materials described in the Transaction Details which are to be supplied to Pfizer under this Contract.

"Contract" means these Terms and Conditions, the Purchase Order, the Transaction Details and the Specification (if any)

"Point of Delivery" means such location for delivery of the Materials or performance of the Services (as the case may be) as Pfizer specifies in the Transaction Details.

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

"Seller" means the person(s) or entity (-ies) with which Pfizer places this Contract and any permitted assigns.

"Services" means: (a) in cases where this Contract relates to the purchase of services by Pfizer, all of the services described in the Transaction Details to be performed by Seller under this Contract; and (b) in cases where this Contract relates to the purchase of Materials by Pfizer, the installation or other services (if any) relating to the purchase and delivery of such Materials as described in the Transaction Details and/or the Specification (if any), together with any services which can be reasonably inferred for the proper execution and completion of this Contract.

"Specification" means the specification for the Materials and/or Services (if any) provided to Seller.

"Terms and Conditions" means these terms and conditions and any other amending or supplementary terms and conditions which may be agreed in writing by Pfizer.

"Transaction Details" means the transaction details completed by Pfizer and attached with Purchase Order.

**2 INTERPRETATION** 2.1 The headings in this Contract do not affect its interpretation.

2.2 A reference to Pfizer includes a reference to Pfizer's legal personal representatives, employees and authorised agents.

2.3 Any special condition or specific provision of Pfizer, expressed or referred to in the Transaction Details and Specification shall prevail over these Terms and Conditions insofar as it is inconsistent with them.

2.4 These Terms and Conditions shall be fairly interpreted in accordance with their terms and without any strict construction against Pfizer.

2.5 This Contract provides for the purchase of Materials and/or Services by Pfizer. Unless the context requires otherwise, where this Contract relates solely to the purchase of Materials, references to Services shall be disregarded and where this Contract relates solely to the purchase of Services, references to Materials shall be disregarded.

3 SUPPLY Seller agrees to supply and Pfizer agrees to purchase the Materials or the Services at the price and on the Terms and Conditions specified in this Contract.

**4 PACKING AND SHIPPING** 4.1 All Materials shall be suitably packed or otherwise prepared for shipment having due regard to the nature of the Materials and the method of shipment, so as to (i) comply in all respects with the relevant laws and regulations relating thereto, (ii) secure the most competitive transportation rates and (iii) meet the requirements of the carrier (who may be nominated by the Pfizer) to ensure safe shipment. Seller shall pay and Pfizer shall not be liable for any packing, crating or cartage charges or other charges or duties in connection with the packing, delivery, export and importation of the Materials to the Point of Delivery unless expressly stated otherwise in the Purchase Order. Each container containing Materials must be marked to show quantity, Purchase Order number, contents and supplier's name. A packing sheet showing this information and any special instructions pertaining to the safe handling of the container shall be included in each package.

4.2 All Materials and Services shall be supplied in compliance in all respects with the relevant laws and regulations relating thereto.

4.3 Seller shall, at its own expense, procure any export licence or other authorisation necessary for the delivery of the Materials to, or the performance of the Services at, the Point of Delivery, and shall provide the certificate of origin and any other documents which Pfizer may require for the purpose of taking delivery, and evidencing ownership, of the Materials.

**5 DELIVERY** 5.1 Seller shall deliver the Materials to Pfizer, or perform the Services, at the Point of Delivery at the Delivery Time ("Delivery"). In the event an INCOTERM (as defined in INCOTERM 2010) is required it shall be stipulated in the Purchase Order itself.

5.2 Subject to Section 5.3, title to the Materials shall pass to Pfizer on completion of Delivery. Passing of title shall be without prejudice to any right of rejection Pfizer has under this Contract or otherwise by law. Risk for the Materials shall pass on completion of Delivery.

5.3 If Pfizer has agreed to pay for any Materials by way of stage payments, some or all of which to be made prior to Delivery, then on payment of each stage payment, title to a proportion of such Materials as is equal to the proportion that that stage payment bears to the total amount payable shall pass to Pfizer. Risk for any such Materials shall pass on completion of Delivery of such Materials and not before.

5.4 Time is of the essence for this Contract, and Pfizer may reject Materials not delivered or furnished, or Services not performed, at the relevant Delivery Time.

**6 INSPECTION AND REJECTION** 6.1 Pfizer may at all reasonable times inspect and test the Materials (including all designs and other

components) during manufacture, assembly or processing. Seller shall provide or procure for Pfizer access at all reasonable times to places where the Materials or any components are being made, assembled or kept and shall procure the provision of all facilities as may reasonably be required for this purpose. Following such inspection, Pfizer may inform Seller in writing of any areas in respect of which Pfizer is of the opinion that the Materials do not comply with the Purchase Order, and Seller shall thereupon take all necessary steps to ensure such compliance.

6.2 Pfizer may reject, at Seller's expense:

(a) Any Materials delivered in excess of the Purchase Order, whether paid for or not; and

(b) By written notice to Seller, any Materials or any portion thereof or any Services which are found, at the Delivery Time, or within a reasonable period after Delivery, to be defective or otherwise not to conform to the Purchase Order

(c) Any Materials that are damaged prior to Delivery and such Materials shall be replaced by Seller as soon as practicable at Pfizer's request without prejudice to any other rights of Pfizer.

6.3 If Pfizer rejects any Materials, or Seller fails to deliver any Materials at the relevant Delivery Time, Pfizer may require Seller by notice in writing, within the period stipulated in such notice, to replace the rejected Materials with Materials conforming to the Purchase Order or to deliver the undelivered Materials (as the case may be), or may at its sole discretion purchase substitute materials from a third party without notice to Seller. If Pfizer rejects any Services, or Seller fails to perform any Services at the relevant Delivery Time, Pfizer may require Seller by notice in writing, within the period stipulated in such notice, to re-perform the rejected Services in a manner conforming to this Contract or to perform the unperformed Services (as the case may be), or may at its sole discretion purchase substitute Services from a third party without notice to Seller. Without limiting Pfizer's other rights or remedies under this Contract or otherwise, any expenditure which is incurred by Pfizer in the purchase of substitute Materials or Services, shall be paid by the Seller to Pfizer.

6.4 Any rejection by Pfizer or any acceptance by Pfizer of credit, reimbursement or replacement shall be without any liability whatsoever on the part of Pfizer and without prejudice to Pfizer's other rights in respect of the defective nature or other failure of the Materials or Services to comply with the requirements of this Contract.

**7 PRICE** 7.1 The price payable by Pfizer for the Materials or Services shall be the price specified in the Transaction Details (the "Price").

7.2 No variation in the Price or the method of payment specified in this Contract will be accepted without the prior written approval of Pfizer.

7.3 Unless otherwise specified, the Price is firm and fixed and not subject to any price adjustment (or escalation) formula to reflect variations in currency exchange rates, the cost of labour, materials, overheads and/or any other expense.

**8 PAYMENT** 8.1 Seller shall invoice Pfizer for all Materials or Services within 7 days of Delivery. Unless otherwise agreed in writing with the Seller, Pfizer shall pay the Fees, together with any applicable VAT, to an account notified to Pfizer by the Seller either within 60 days of the receipt of a valid and properly drawn VAT invoice (and breakdown of costs, where relevant) or, at Pfizer's option, in the next Pfizer scheduled payment run following expiry of that 60 days.

8.2 Payment for Materials or Services supplied to Pfizer hereunder shall be conditional upon and subject to (i) Delivery of the Materials or performance of the Services without their rejection pursuant to Article 6; (ii) provision of an accurately detailed invoice by Seller as described below;

and (iii) where relevant, receipt by Pfizer of an appropriate VAT invoice in respect of the Materials or Services.

8.3 Pfizer reserves the right to deduct from any monies due or becoming due to Seller under this Contract, any monies owed to or claimed by Pfizer from Seller whether under this Contract or otherwise.

**9 INVOICES** 9.1 All invoices must be rendered to Pfizer. Each invoice must be mailed on the date appearing on the invoice. Invoices must be rendered by the person, firm or corporation to which this Purchase is issued. Invoices shall include such information as may be requested by the Pfizer and shall be issued in the currency of this Contract.

**10 TAXES** 10.1 The Price is inclusive of any and all taxes (except VAT where applicable) and other duties (where applicable) and governmental charges, now imposed or here after becoming effective, relating to the production, sale, shipment, importation, use or erection of the Materials or performance of the Services. Seller agrees to indemnify Pfizer against and reimburse it for any expenditure, liabilities, costs or payments incurred or made by Pfizer caused by or relating to Seller's failure to pay such taxes, duties and other governmental charges.

10.2 Prior to making payment, the Pfizer may request a current Tax Clearance Certificate in respect of the Seller.

**11 WARRANTIES** 11.1 Seller acknowledges that:-

(a) Pfizer is relying on Seller's skill and expertise to ensure Materials are fit for the purpose intended and, in addition to all warranties in favour of Pfizer, expressed or implied, established by statutes or common law, or elsewhere set forth in this Contract, Seller hereby expressly represents and warrants that the Materials (i) will conform to all Specifications, drawings and any other description relating to the Materials provided or accepted in writing by Pfizer (as the case may be); (ii) will be fit and sufficient for the purpose intended; (iii) will be of best material and workmanship; and (iv) will be free from all patent and latent defects and all liens and encumbrances; and (v) will be of equal quality in all respects to any samples provided; and

(b) Pfizer is relying on Seller's skill and expertise to ensure that the Services are provided with due care, skill and diligence and, in addition to all warranties in favour of Pfizer, expressed or implied, established by statutes or common law, or elsewhere set forth in this Contract, Seller hereby expressly represents and warrants that the Services (i) will be provided by appropriately experienced, qualified and trained personnel; (ii) will be rendered with all due skill, care and diligence; and (iii) will conform to all specifications (including the Specifications) and any other description relating to the Services, provided or accepted in writing by Pfizer (as the case may be). Seller hereby indemnifies Pfizer against any and all liabilities, damages, costs or expenses which may accrue to or be sustained by the Pfizer as a result of a breach of the aforementioned warranties by Seller. The Seller agrees that, at the request of Pfizer and without prejudice to any other rights Pfizer may have under this Contract or otherwise, it will promptly remedy any fault in the Materials or Services which constitutes a breach of the aforementioned warranties or where any such fault is not remediable, will promptly supply replacement Materials or Services to Pfizer, in each case without cost to Pfizer.

11.2 The Seller gives a mechanical guarantee for a period of 12 months from the date of the Materials being put into operation or 35 months from the Delivery of the Materials, whichever is the later. If during the period covered by the said mechanical guarantee, any part of the Materials is found defective due to faulty design, manufacture, materials or workmanship, other than arising from fair wear and tear or mal-operation, the Seller shall remedy such fault free of charge and provide a new mechanical guarantee in respect of the replaced item. Where a defect arising within the aforesaid period does not become apparent until the period has expired, the Seller's liability shall not cease merely because the Pfizer has been unable to give due notice of the defect to the Seller within

the said period. The Pfizer may carry out remedial work on Materials if the Seller fails to do so within a reasonable time period after receiving notice from the Pfizer or if urgent remedial work is required to prevent serious material loss or damage. In either case, the Pfizer shall be entitled to reimbursement from the Seller of any costs incurred in the correction of defects including, but not limited to, transport costs, dismantling and assembling costs, costs for changing foundations and public utility conduits, and shall be so reimbursed within 30 days of submission of such notice.

11.3 Neither inspection and testing of the Materials before Delivery (whether or not availed of) nor acceptance of the Materials or Services by Pfizer, nor any payment by Pfizer for the Materials or Services shall relieve Seller of its obligations under this Contract. The warranties of Seller together with its service warranties and guarantees, if any, shall be for the benefit of Pfizer and, at Pfizer's option, Pfizer's customers, and may be assigned by Pfizer to its affiliates or customers.

**12 COMPLIANCE WITH LAWS AND REGULATIONS** 12.1 Seller represents and warrants to Pfizer that:-

(a) all Materials and Services delivered pursuant to this Contract will have been produced, sold and delivered to Pfizer, and all facilities used by Seller in connection with the delivery of any Materials or Services shall be, in compliance with all applicable EU, national, federal, state, municipal and local laws and regulations;

(b) all Materials delivered pursuant to this Contract will have been sourced from the sources agreed with the Pfizer and will not have been produced using child labour;

(c) it has obtained and will maintain (at its cost) any necessary licences, clearances, consents, authorisations and permits whatsoever relating to the manufacture, transportation, importation, packing, delivery or sale of the Materials and Services to Pfizer;

(d) any packaging, marking, labelling and shipping papers for international shipment of all hazardous materials will meet applicable national and International laws and regulations, and Seller hereby indemnifies Pfizer against any and all liabilities, fines, damages, costs or expenses which may accrue to or be sustained by the Pfizer as a result of a breach of the Seller's warranties under this Article 12; and

(e) neither it nor any of its employees involved in the provision of Services or Materials hereunder or the related fulfilment thereof has ever been, (a) debarred or convicted of a crime for which a person can be debarred under section 306 of the Federal Food, Drug, and Cosmetic Act (as amended) nor (b) threatened to be debarred or indicted for a crime or otherwise engaged in conduct for which a person can be debarred under Section 306 of the Federal Food, Drug, and Cosmetic Act (as amended).

12.2 Should this Contract involve any hazardous substances or materials as determined by Irish, United States, European or any other applicable laws or regulations, Seller warrants that Seller comprehends the nature of the hazard related to the use, handling and transportation of such materials as applicable to Seller. Upon receipt of this Contract, Seller shall notify Pfizer of any such hazardous materials present in any of the Materials Contracted by Pfizer.

12.3 Seller shall furnish prior to Delivery all appropriate safety data sheets and any other documentation requested by Pfizer so as to enable Pfizer to comply with applicable laws and regulations on receipt of Materials or performance of the Services.

**13 DRAWINGS, PRINTS AND SPECIFICATIONS; CONFIDENTIALITY** 13.1 Seller agrees that it will not without Pfizer's written consent use (other than for purposes of supplying Materials or Services hereunder), sell, loan, publicise or disclose to any third party any of the tools, specifications, blueprints, drawings, designs or any other information used by Seller in

connection with this Contract, or any information of a confidential nature relating to Pfizer's business or financial affairs (including without limitation documents, products, designs, prices, customers and processes). All such information shall be and remain at all times the property of Pfizer and shall be preserved and regarded by Seller as secret and confidential.

13.2 Seller will provide at no extra cost to Pfizer the drawings and documents specified in the Transaction Details at the times specified in the Transaction Details. Pfizer has the right to approve all drawings, but such approval shall not relieve Seller of any of its responsibilities under this Contract. The drawings shall not be departed from without Pfizer's written approval.

13.3 Seller shall not permit publications about the Materials or Services, or photographs of the Materials to appear without the written authorisation of Pfizer. Seller will afford facilities to Pfizer to take such photographs for the purpose of indicating progress, technical description or publicity.

**14 TOOLS, DYES, MOULDS, ETC** All tools, dyes, moulds and printing plates created for use for the purposes of this Contract shall be the property of Pfizer and Seller may not use the same for any purpose save as authorised in writing by Pfizer. Pfizer may require the Seller to deliver the same to Pfizer forthwith on demand in writing. All tools, dyes, moulds, plates and other apparatus shall be carefully preserved by Seller and maintained in good operating condition at all times.

**15 SERVICE AND SPARE PARTS** 15.1 Seller shall maintain such stock of genuine spare parts for the Materials as is sufficient to cover commissioning and the on-going use of the Materials there after and shall provide Pfizer with an up-to-date price list in respect of such spare parts.

**16 DEVIATIONS** Pfizer shall be entitled at any time to require deviation from, addition to, or omission of any of the Services ("Change"). If such Change shall make the Services more or less expensive than if performed in accordance with the original requirements, a fair or reasonable addition or deduction (agreed with Pfizer in writing) shall be made to the Price. No claim shall be allowed for any extra labour or material by Seller in connection with a Change unless same has been approved in writing by Pfizer. Acceptance of payment of the Price constitutes a waiver of all claims for extra Services or Materials furnished.

**17 INVENTIONS** Any invention or discovery ( whether patentable or not), copyright, design right , confidential know-how, improvements, information, ideas or development ( "IPR"), conceived or 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. The Seller and its employees and designers will 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 division, continuation or partial continuation thereof or for an re-issue of any patent issued on any such application.

**18 INDEMNITY** Seller shall assume full liability for and shall indemnify, protect and hold harmless Pfizer, its affiliates and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against any and all liability, damage, cost or expense which may accrue to or be sustained by any of the Indemnified Parties resulting from or arising out of (i) Seller's or any of its subcontractors' work or the Materials or Services provided hereunder; or (ii) any claim, suit or action made or threatened against the Indemnified Parties for actual or alleged infringement of any third party's trademark, patent, copyright or other proprietary right by reason of the manufacture of Materials or supply of the Services by Seller, the resale thereof by any of the Indemnified Parties, or use of said Materials or any part thereof for a purpose known to Seller. Seller, at Pfizer's request, shall defend, at its own expense, any such claim, suit or action. The indemnities given by the Seller in this Article 17 shall

not apply to any liability, damage, cost or expense caused solely by the negligence of any of the Indemnified Parties.

**19 INSURANCE** 9.1 In relation to the supply of Materials under this Contract; from the date of this Contract, it shall be the obligation of Seller to insure the Materials to the full value thereof until completion of Delivery, and any asset of the Pfizer located on the Seller's premises at any time, against any loss, damage or destruction by any cause whatsoever.

19.2 During the term of this Contract, Seller shall procure and maintain either: (i) Public Liability insurance (which shall include products liability), with limits of not less than €6,500,000 per occurrence; Motor insurance (where required by Pfizer) covering all owned, hired and non-owned automobile equipment, with limits of not less than €1,300,000 for third party property damage and unlimited for bodily injury. Where any of the Sellers employees undertaking any services for Pfizer under the terms of this Contract are required to use their own car for business purposes, Seller shall ensure that its employees maintain correct motor insurance cover. Failure to ensure its employees have the adequate class of motor insurance cover is the sole responsibility of the Seller; and Employer's Liability Insurance with a limit of not less than €13,000,000 per occurrence; and Pfizer shall be indemnified as principal under each of the aforementioned policies; or alternatively (ii) adequate insurance in a form and to the extent acceptable to Pfizer.

19.3 If Seller is providing any design or consultancy Services during the term of this Contract, or any other Services where Professional Indemnity is required, Seller shall procure and maintain Professional Liability insurance, with limits of not less than €5,000,000 per occurrence and Pfizer shall be indemnified as a principal under said insurance policy.

19.4 Seller shall provide Pfizer with certificate(s) of insurance evidencing such cover in advance. The certificate(s) will specify the dates such cover expires and provide further that no policy will be cancelled or amended to reduce the amount of cover or to eliminate cover without thirty (30) days prior written notice to Pfizer.

19.5 Pfizer reserves the right to seek higher insurance limits and / or additional forms of insurance to take into account the nature of the Materials and/or Services supplied.

**20 FORCE MAJEURE** 20 Pfizer shall not be liable for a failure or delay in taking delivery of the Materials or Services hereunder, if the failure or delay is occasioned by an event beyond the control of Pfizer including but not limited to fire, explosion, flood, war, act of terrorism, act of God, accident, interruption of or delay in transportation, labour trouble, strike, suspension of operations or works at any of Pfizer's plants or places of business, government action, riot or rebellion (such circumstances to be "Force Majeure").

20.2 Where, notwithstanding Force Majeure, Pfizer is able to take delivery of a reduced quantity of Materials or a reduced level of performance of Services, Pfizer shall be entitled to do so without liability to Pfizer and without prejudice to Pfizer's right to claim Force Majeure in respect of the balance of this Contract.

20.3 Where Force Majeure continues for a period of two (2) months or longer, Pfizer shall be entitled to terminate this Contract and the provisions of Sections 20.3, 20.4 and 20.5 shall apply.

**21 TERMINATION BY PFIZER** 21.1 If Seller (i) commits a material or fundamental breach of an obligation under or condition of this Contract; (ii) becomes insolvent; (iii) makes any composition or arrangement with its creditors (iv) has a liquidator, receiver, administrative receiver, examiner or administrator appointed over all or any part of its undertaking; (v) enters into compulsory or voluntary liquidation (other than for the purposes of amalgamation or reconstruction); (vi) suffers the occurrence of any event analogous to those described in any of (ii) to (v) under applicable law; (vii) if Pfizer has reasonable cause to believe that any

of the foregoing circumstances may occur; or (viii) if Seller indicates in any way, including by its conduct, that it is unwilling to comply with the provisions of this Contract, Pfizer may terminate this Contract forthwith by notice to Seller.

21.2 Notwithstanding any of the foregoing, Pfizer may terminate this Contract in whole or in part at any time by written notice to the Seller provided that in such circumstances Pfizer shall pay the Seller for any Materials or Services supplied to Pfizer in accordance with this Contract up to the effective date of termination.

21.3 Upon termination of this Contract, Seller shall deliver to Pfizer all documentation relating to this Contract, together with any of the Pfizer's goods, which are in the Seller's custody or control. Pfizer shall be entitled to enter the Seller's premises, without prior notice, for the purpose of removing therefrom any of Pfizer's goods or documents.

21.4 Pfizer shall in no event, whether based in contract, tort (including negligence) or howsoever arising, be liable for incidental, indirect, special or consequential damages of any kind or for loss of profits or revenue or loss of business arising out of, or in connection with, this Contract or the termination thereof whether or not Pfizer was advised of the possibility of such damage.

21.5 Notwithstanding termination of this Contract, the provisions of this Contract shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder. Termination of this Contract by Pfizer shall be without prejudice to the rights and remedies of Pfizer in relation to any negligence, omission or default of Seller prior to such termination.

**22 PRECEDENCE** 22.1 Unless otherwise agreed in writing by the Pfizer this Contract shall govern any agreement concluded in pursuance of this Contract (or any part thereof) and shall take precedence over and shall override any terms or conditions specified or referred to by the Seller (whether verbally or in writing and whether set out in the Seller's quotations or invoices or otherwise). If Pfizer and the Supplier have entered into a separate agreement in writing the terms of such agreement shall govern and this Contract shall be considered complimentary. In the event of a conflict between the terms of such agreement and the terms of this Contract, the terms of such agreement shall prevail.

22.2 Pfizer shall have the right to amend or vary the contents of any Transaction Details, Specification or this Contract at any time by giving written notice to Seller.

**23 GENERAL** 23.1 Seller assumes all obligations under applicable insurance, employment, benefits and tax legislation with respect to persons employed by it in the performance and/or production of Materials or Services under this Contract.

23.2 Pfizer shall be entitled to transfer or assign any portion of this Contract. This Contract and each and every provision thereof shall inure to the benefit of the customers, successors and assigns of Pfizer. Seller may not assign, novate, grant any interest (including without limitation an interest on trust), or subcontract any of its rights or obligations under this Contract without Pfizer's prior written consent. Any such assignment, notification, granting of interest, or sub-contracting (permitted or otherwise) shall in no way limit or affect the obligations of Seller under this Contract.

23.3 Nothing in this Contract shall constitute the Seller as an agent or subcontractor of Pfizer for any purpose.

23.4 Any failure by Pfizer to enforce or require strict performance by Seller of any terms or conditions of this Contract shall not constitute a waiver thereof by Pfizer and Pfizer may at any time avail itself of the rights and remedies Pfizer may have for any breach of the terms hereof.

23.5 Notices to be given under this Contract may be served by Pfizer by sending same by ordinary prepaid post or, facsimile transmission to the address or facsimile number stated in the Transaction Details.

23.6 If for any reason any provision of this Contract shall be or be bound to be void or of no effect or invalid the other provisions hereof shall not be affected thereby and shall continue in full force and effect. Pfizer and Seller further agree to replace any such invalid, unenforceable provisions with valid and enforceable provisions designed to achieve, to the greatest extent possible, the business purpose and intent of such invalid and unenforceable provisions.

23.7 A variation of this Contract is valid only if it is in writing and signed by a duly authorised representative of Pfizer.

23.8 Pfizer has the right, at any time upon reasonable notice, to audit the Seller in Contract to reasonably satisfy itself that the Seller is in compliance with all its obligations hereunder. Such audit may involve the provision of relevant documentation to Pfizer by Seller in which instance Seller shall furnish such requested documentation within twenty-four (24) hours of such request. For the avoidance of doubt, any unreasonable obstruction of such right to audit by Seller shall be considered a breach hereof and Pfizer shall be entitled to enforce or apply all or any rights or remedies for breach contained herein or otherwise available to it for such breach.

**24. FOREIGN CORRUPT PRACTICES ACT** 24.1 In this Section 23 "Government Official" (or "GO") means any natural or legal person or entity who or which: (a) receives any form of payment from the funds that originate in the Exchequer (the State's central financial resources) or which are otherwise raised by a tax or duty (whether directly or indirectly); or (b) is formed by or under statute. Examples of GOs are Government Departments, public hospitals, political parties, local authorities and Health insurance Ireland (referred to as "VHI") and their officers, employees and consultants together with General Practitioners ("GPs") in receipt of HSE Shared Services Primary Care Reimbursement Service ("SSPCRS Payments") payments. If the Seller has any doubt as to the status of a GO it should refer same to its primary Pfizer contact.

24.2 The Seller represents and warrants that:-

(I) it holds and will throughout the term of this Agreement hold all licences, permissions, registrations and authorisations as may be required under Irish regulations, statutes or administrative policies to carry out its business and in particular to provide to Pfizer the goods and services specified under this Agreement and shall produce evidence of such licences, permission, registrations and authorisations in a timely fashion when requested by Pfizer;

(II) it has not and will not directly or indirectly offer or pay or authorise the offer or payment of any money or anything of value in order to improperly influence a Government Official and if the Seller is a Government Official, it represents and warrants that it has not accepted nor will accept any such payment;

(III) all information supplied by it to Pfizer during Pfizer's pre-contractual Third Party due diligence including all information provided in the Questionnaire (if applicable) is complete, truthful and accurate;

(IV) it will update the representations and warranties contained in this Agreement if, during the term of this Agreement, it, or any of its directors, officers, or employees or consultants responsible for performance under this Agreement or a relative of such individual becomes a Government Official or if a Government Official becomes an owner of the Seller.

24.3 Seller shall assist Pfizer in taking all reasonable steps to ensure that funds provided and paid to the Seller pursuant to this Agreement are properly applied, including but not limited to:-

(I) the Seller providing detailed invoices pursuant to this Agreement on a periodic basis;

(II) the Seller obtaining in advance the written authorisation of Pfizer in relation to any extraordinary expenditure which it may incur in the provision of goods/services pursuant to this Agreement;

(II) the Seller providing supporting documentation in relation to reimbursement of expenses discharged in the provision of the goods/services pursuant to this Agreement;

(IV) during the term of this Agreement and for three years after final payment has been made under this Agreement, the Seller permitting Pfizer and its agents to review and copy its books, documents, papers and records insofar as they involve transactions relating to this Agreement. Pfizer agrees that, save as may be required by law or for ensuring compliance with the terms of this Agreement such documents shall be treated as confidential and shall not be disclosed to any party outside of Pfizer.

24.4 If Seller is in breach of any part of this Section 23 or Pfizer learns that (i) improper payments are being or have been made to a Government Official by the Seller with respect to Services performed on behalf of Pfizer or any other Pfizer Group company or (ii) that the Third party or those acting on behalf of the Third party with respect to services performed on behalf of Pfizer has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retail business or otherwise gain or grant an improper business advantage from or to any other person or entity; then Pfizer may terminate this Agreement immediately in writing and without any requirement for notice and without any liability whatsoever to the Seller. Further in the event of such termination, the Seller shall not be entitled to any further payment regardless of any activities undertaken or agreements with additional third parties.

24.5 If the term of this Contract exceeds one year the Seller shall provide an annual certificate in the form provided at the relevant time by Pfizer.

24.6 The Seller agrees to comply with Pfizer's anti-corruption policy as provided to it by Pfizer.

## **25 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Republic of Ireland and the Courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any matter arising there from (including any non-contractual disputes or claims). In addition the parties hereby agree to exclude the 1980 United Nation Convention on Contracts for the International Sale of Goods and all and any additions, amendments or changes thereto.