



## GENERAL TERMS AND CONDITIONS OF PURCHASE

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

In the event Pfizer and the supplier enter into a written agreement governing the purchase of goods or services by Pfizer and, in case of discrepancy, such agreement shall prevail over these GTCP which, in such case, shall be considered as being a suppletive rule only subject to compliance with French law's mandatory provisions related to payment terms as mentioned in Article 5 below.

### **1. Delivery date**

Unless otherwise provided, the delivery date mentioned on the order form shall be strictly respected and corresponds to the date on which the supplier has undertaken to deliver the goods at the delivery address stated on the order or to perform the service.

In the event of a delivery occurring after the date stated on the order form, Pfizer reserves the right to:

- Claim late penalties to the supplier, after prior formal notice sent by registered letter, the amount of which shall be calculated according to the following cumulative scale: 1% of the aggregate amount of the order as from the first day of delay and 2% of the aggregate amount of the order as from the eighth day of delay. These late penalties will be deducted from the aggregate amount of the invoice.

Or,

- Terminate by registered letter, 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 expenses and risks of the defaulting supplier, it being specified that the supplier shall bear any additional costs resulting from the non-performance of the order.

### **2. Delivery of goods**

All deliveries shall be made during opening hours of the recipient facility and necessarily to the locations, stations, warehouses or stores mentioned on the order.

Contact details of the store:

Pfizer Réception Biens  
1-3 rue François Ory  
92120 Montrouge 75

Tel.: 01.40.84.64.41

Hours of receipt: from 7am to 5pm without interruption.

Entrance parking height up to 1m90 for 2 tons

Entrance to delivery bay, height up to 3m20

Any delivery may be refused if it is not accompanied by a delivery slip 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 on the order.

### **3. Acceptance of the goods**

All goods will only be considered as accepted after Pfizer has carried out both a material and technical verification. Any inspection of the supplier's premises performed by an administration or any other organization shall in no event constitute an exemption to this mandatory provision.



The payment or commencement of payment of a good shall in no event imply final acceptance of such good by Pfizer.

#### **4. Price**

Unless otherwise stipulated on the order, prices are firm and final, which means that they cannot be revised in order to reflect any economic conditions evolution.

Furthermore, prices are fixed and shall not be revised, including in case of acceptance by Pfizer of the postponement of the delivery date. Prices are net of all applicable duties and taxes.

NB1: in particular, packages cannot be consigned to Pfizer without prior written agreement. Packages which have been accepted for deposit shall be marked in an obvious and clear manner on the slips.

NB2: unless otherwise agreed, all goods are delivered free of all carriage and packing costs.

#### **5. Payment**

Unless otherwise stipulated, which under no circumstances may result in a payment term exceeding the maximum term set forth by Article L 441-10 of the French Commercial Code, all payments are made at Pfizer's discretion, either:

- By wire transfer within sixty (60) calendar days from the date of the invoice
- At an earlier date than the one which was contractually settled, by check or wire transfer, subject to the application of a discount, the rate of which shall be agreed between the supplier and Pfizer, and shall be directly deducted from the aggregate amount of the invoice by the supplier or Pfizer
- On an exceptional basis, the particular conditions of an order may provide for partial payments by instalments or even advance payments where justified by the duration of the execution of an order or the expenditures incurred for the latter by the supplier.

#### **6. Invoices**

Unless otherwise stated and, besides references made to article L 441-9 of the French Commercial Code, 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 slip, 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 on the order form. Unless otherwise specified on the purchase order, the billing address shall mention the Pfizer entity concerned and shall be, as of May 1, 2020, the following:

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 at the location indicated on the order.

### **8. Warranty - Return**

All goods ordered will be guaranteed 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**

Through the sole fact of Pfizer placing an order, all intellectual property rights to which the creations, designs or inventions contained in the proposals accepted by Pfizer may give rise shall become its property, in particular the rights of reproduction, representation, adaptation, translation for all purposes, for all countries, irrespective of the medium used and for the duration of such rights. At the same time as these intellectual property rights are transferred to Pfizer, all documents which have been used in the implementation of the proposal, the models selected as well as sketches, drafts, plans, illustrations, drawings and all the elements of creation shall become the property of Pfizer and shall be granted to it upon first request.

In the name and on behalf of Pfizer, the supplier undertakes to pay the authors of a commissioned work in accordance with Article L 132-31 of the French Intellectual Property Code.

The supplier also undertakes to pay the artists and performers who have taken part in an audio-visual work in accordance with the agreement made pursuant to articles L 212-4, 212-5, 212-6, 212-7 of the French Intellectual Property Code.

The supplier fully warrants to Pfizer that the goods or services are legally available and are not subject to any kind of third-party rights.

### **10. Liability, confidentiality and publication**

While any documents or materials relating to Pfizer are in the supplier's possession, the supplier shall be responsible for them and shall return them to Pfizer upon first request in good order and without retaining any copies. The supplier agrees to retain, without time constraints, all information, documents and materials provided by Pfizer or which have otherwise come to its knowledge in the context of this order.

Within the framework of the execution or the delivery, the supplier undertakes to keep confidential all information which will be communicated to him and resulting from the execution of the purchase order.

Notwithstanding the foregoing, Pfizer may be required to disclose certain information concerning the supplier in accordance with Article L 1453-1 of the French Public Health Code and may request that the supplier communicates information relating to its co-contractors in a format and within the time frame that will be communicated to it.



## **11. Personal data**

Purpose and Retention Period: Pfizer will process supplier and its employees' personal data (such as name, business contact information, title and position) in order to process the order or contract and to comply with applicable regulatory requirements. Personal data will be retained for as long as the contractual rights and obligations arising from the order or contract and applicable regulatory rights and obligations may be asserted by or against Pfizer.

International Transfers: Pfizer may store personal data in centralized databases for the aforementioned purposes only and may share such personal data with Pfizer Inc. affiliates in other countries (<https://selfservehosteu.pfizer.com/legal-entities>), suppliers and regulators, in all cases worldwide, including the United States. In general, the United States, as any other country located outside the European Union, do not offer a personal data regulation equivalent to the European regulation in this respect. The complete list of non-European Economic Area (EEA) countries providing data protection standards equivalent to those of the European Economic Area is available through the following link: [http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm).

The Pfizer group has put in place appropriate safeguards both within the group and with non-EEA and non-Swiss suppliers (such as contracts approved by the European Union authorities available at [http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm); and as updated from time to time by the European Commission or other substantially equivalent safeguards in accordance with applicable EEA and Swiss regulation). Further information on these guarantees may be obtained by contacting the data protection officer, as indicated below.

Exercise of rights: Data subjects may exercise their right of access, rectification, deletion, limitation, portability and opposition to the processing at [Supplier-Privacy@pfizer.com](mailto:Supplier-Privacy@pfizer.com) or by contacting the data protection officer (DPO.Pfizer.com) or by mail to the PFIZER Legal Department, 23-25 avenue du Docteur Lannelongue, 75014 Paris, France. These addresses may be updated from time to time, subject to reasonable notice. The person concerned may lodge a complaint with the competent data protection authority. The supplier privacy notice is available via the following link: [Supplier Privacy Notice. \(https://www.pfizer.com/b2b/suppliers/for-current-suppliers\)](https://www.pfizer.com/b2b/suppliers/for-current-suppliers)

If the supplier processes personal data in its capacity as a processor on behalf of and for the account of Pfizer - the data controller – the supplier shall comply with the agreement entered into with Pfizer regarding the processing of personal data.

## **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 any means, with confirmation 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 furtherance of the contract and may request the termination of the latter by registered letter with acknowledgement of receipt.

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

### **Definitions**

"Anti-bribery Laws" means all applicable conventions, laws or regulations relating to the fight against corruption of national or foreign public officials or private corruption or against trading in influence, including



the law of 9 December, 2016 relating to transparency, the fight against corruption and the modernisation of economic life, known as "Sapin 2", the American Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 as well as all laws applicable to these GTCP.

**"Public official"** means (i) any elected official, civil servant, agent, representative, employee exercising public functions or acting on behalf of a State or international organisation or the European Union or more generally any person considered as such by the State or organisation employing him or her, or (ii) any political party or member of a political party or candidate for political office, or (iii) any officer, employee of a company or any other entity wholly or partly owned or controlled by a State.

**"Prosecuting Authority"** means any governmental, judicial or regulatory entity.

### **Declarations and commitments**

The supplier represents that it complies with applicable Anti-Bribery Laws and Pfizer's anti-bribery procedures available via the following link: **Pfizer's International Anti-Bribery and Anti-Corruption Business Principles** (<https://www.pfizer.com/b2b/suppliers/for-current-suppliers>)

The supplier warrants that it has the authority under local law, regulations, policies and administrative requirements to provide the goods or services under this agreement and that no regulation or obligation prevents it from providing such goods or services.

The supplier has not and will not have offered, promised or given on behalf of Pfizer any pecuniary or advantage of any other nature, directly or indirectly, to any Public Official or any other person for the purpose of obtaining any decision or action in favour of Pfizer or for the purpose of assisting Pfizer in obtaining or retaining contracts, projects or assignments. The acceptance of solicitation of any such benefit is also prohibited.

The supplier has not and will not have offered, promised or granted, in the name of Pfizer, any pecuniary or advantage of any other nature, directly or indirectly, for the purpose of abusing its influence, whether real or perceived, to obtain any decision or action in favour of Pfizer or to assist Pfizer in obtaining or retaining, including without limitation, contracts, projects or assignments from a person who is a custodian of public authority, entrusted with a public service mission or elective mandate. The acceptance or solicitation of any such benefit is also prohibited.

The supplier declares that it is not subject to any probe or has not been convicted of corruption or influence peddling or has not been subject to any investigation or conviction in the last five (5) years prior to the signing of these general terms and conditions of purchase.

In the event of an investigation or conviction for bribery or influence peddling, the supplier shall notify Pfizer forthwith.

The supplier represents that it has received a copy of Pfizer's international business principles related to the fight against bribery and has shared these principles with all persons working for Pfizer on its behalf, including its agents or subcontractors.

All information provided by the supplier to Pfizer in the anti-bribery questionnaire is complete, accurate and precise. The supplier agrees to inform Pfizer of any change, during the performance of the supplies of goods or services governed by the GTCP, in any of its responses to such questionnaire concerning itself or any other persons who will be identified therein.

The supplier shall (i) provide accurate and complete documentation, in reasonable detail, of the work performed and all expenses incurred, (ii) keep the invoices, reports, statements, books and other data accurate, precise and complete and (iii) request Pfizer's approval in writing prior to incurring any extraordinary expenses.

During the performance of the supplies of goods or services governed by these GTCP and three (3) years after final payment, the supplier shall authorize Pfizer's internal and external auditors to access its books, documents, papers and data relating to the transactions related thereto.



The supplier undertakes to comply with the above-mentioned Pfizer's anti-bribery procedures and, in particular, to require its employees, at Pfizer's request, to participate in training related to anti-bribery and/or Pfizer's anti-bribery procedures.

The supplier agrees to cooperate with any investigation or compliance audit to which Pfizer may be subject to and to provide any relevant information and assistance that may be requested in connection with any investigation conducted by a Prosecuting Authority against Pfizer.

#### **14. Termination**

In case of non-execution or poor execution of these GTCP and within fifteen (15) days after notification by one of the parties to the other by registered letter with acknowledgement of receipt remained wholly or partially without effect within ten (10) working days, the order may be cancelled by registered letter with acknowledgement of receipt without prejudice to any damages that may be claimed from the defaulting party.

The order may be terminated immediately by registered letter with acknowledgement of receipt, without payment of any compensation whatsoever and without prejudice to any damages or recourses provided for by law to which the supplier may be exposed in the event of non-compliance with the declarations and commitments made under Article 13 of these GTCP.

#### **15. Correspondence**

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

#### **16. Jurisdiction**

For any dispute (including in the event of a recourse in warranty, an incidental claim or in the event of multiple defendants), jurisdiction is expressly assigned to the Commercial Court of PARIS.

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 novation or derogation to this jurisdiction clause.