



STANDARD TERMS AND CONDITIONS OF PURCHASE

Hereby, the Standard Purchases Terms (STP) apply to all purchases of Goods and Services done by all Pfizer's companies where main office is located in France and prevail over all Standard Sale Terms of a Vendor.

1. Delivery Date

Unless otherwise provided, the delivery date mentioned in the purchase has to be strictly bound and match the date which the Seller is committed to deliver the goods at the delivery address written on the order or to achieve the service.

In case of a delivery done or a service achieved afterwards the mentioned date, Pfizer reserves the right to:

- Claim the Seller, after prior formal notice/notification sent by registered letter, some penalty fees under cumulative scale hereinafter: 1% total amount of the order from the first day of the delay, then 2% of the total amount from the eighth day of the delay. These penalties will be deducted from the total amount of the invoice.

Or,

- To terminate by registered letter all or part of an order not executed within the deadline, and subject to assesses that Pfizer will be funded to claim, and to place an order to a third party at the expenses and risks of the defaulting Seller, this one should bear disbursements from the non-execution of the order.

2. Delivery

The Goods and Services shall be delivered and performed on the specified date(s) and place(s) specified in the order and necessarily to locations, stations, warehouses or stores specified in the order.

Receiving hours :

MONTRouGE : from 7 AM to 10 AM and from 4 PM to 6 PM

All delivery may be refused if it is not accompanied by a delivery slip containing especially: the supplier's full name, the place of delivery, the order number, the wrappings tare specifying if they are hold or lost, the gross and net weight, the quantity delivered, the list of the exact packaging list describing the content of every parcels according to the heading of the order..

3. Quality and Inspection

All Goods shall be deemed to have been accepted after a material verification and a technical control from Pfizer or any qualified entity. The control in the Supplier by an administration or any other organization cannot constitute an exemption to this requirement.

The payment of goods or its beginning does not involve in any case, Pfizer definitive agreement.

4. Price

Unless otherwise expressly agreed in writing on the order, prices are firm and definitive, that-is-to-say non-revisable according to the economical conditions.

Further, prices are fixed and shall not be revised, including in case of acceptance by Pfizer of the postponement of the delivery date. Prices are quoted net and fees free.

NB1: packaging cannot, particularly, be kept to Pfizer, without prior agreed in writing. Packaging which consignment has been accepted must be signaled in a clearly way on the slips).

NB2: unless otherwise stated, all goods are delivered free of all charges of carriage and packaging.



5. Payment

Unless otherwise expressly agreed in writing, payment, are made by Pfizer, whether:

- By bank transfer, sixty (60) calendar days, from the date of the invoice
- To an earlier date to the one, contractually negotiated, by a check or transfer, under the application of a discount whose rate will be stated between the Supplier and Pfizer et will be deduced directly from the total amount of the invoice by the Supplier or Pfizer
- By special derogation, specific conditions of an order can provide the dispatched settlements... if the delay of the invoice execution or the fees engaged for the execution by the Supplier are justified.

6. Invoices

Unless otherwise stated, moreover article L 441-3 of the French Commercial Code (the French “Code de Commerce”), each invoice has to include in particular: the purchase order number, the name, the address and the intercommunity VAT number of the Pfizer entity billed, the designation and the number of items or detail of provisions, the schedule of accomplishments, the dates and references of the delivery slip, the detailed price. It should be established a distinct invoice by order and by delivery.

Furthermore, any invoice should be sent to the address shown at the order (GFS/Pfizer, PO Box 10 510, Ballsbridge, Dublin 4, Ireland)

7. Passing of Ownership and Risks

The transfer of ownership is based on the general sales law. Unless otherwise stated, the transfer of risks shall be completed at the delivery of the goods at the location stated on the order.

8. Warranties - Return

Any goods ordered will be warranted to be free from defects, from manufacturing defects, during one (1) year minimum following its delivery or set up. During this period, the Supplier undertakes to repair or replace the defected Goods on its fees.

Furthermore, Pfizer shall reserve the option of asking the replacement or the reimbursement of any goods which will appear to be inconsistent to the order clauses and specifications, this independently of the legal or contractual guarantee for the delivered goods.

9. Intellectual Property

At each process order, all intellectual property rights arising out of the creations, designs or inventions contained in the proposals that Pfizer has agreed to become his property, including the rights of reproduction, representation, adaptation, translation for all purposes, for all countries, regardless of the medium used and for the duration of such rights. Simultaneously transmitted to Pfizer these intellectual property rights, all documents used in scripts, models used as well as sketches, drafts, plans, illustrations, drawings and all the elements of creation become the property of Pfizer and will be given to the first request.

The Seller agrees to pay in the name and on behalf of Pfizer, authors of a work order in accordance with Article L 132-31 of the French Intellectual Property Code. (The French “Code de la Propriété Intellectuelle”).

The Seller also undertakes to pay artists and performers who lent their support to an audiovisual work according to the agreement made under articles L 212-4, 212-5, 212-6, 212-7 of the French Intellectual Property Code. (The French “Code de la Propriété Intellectuelle”).

The Seller provides Pfizer that goods or services are legally available and are not encumbered by rights of third parties in any way.



10. Warranties, Confidentiality and Publication

During the time where documents or support regarding Pfizer are in possession of the Seller, it is responsible and must reimburse Pfizer first request in good condition and without keeping a copy.

The Seller warrants to maintain, without time limitation, any information, document and media transmitted by Pfizer or documents the Seller could know under the order.

The Seller will not, without Pfizer's prior written consent, disclose to or use to the advantage (direct or indirect) of any company, firm, body or person(s) other than Pfizer, any information acquired in the course of the Contract concerning Pfizer's personnel, research activities, products or other business operations.

Notwithstanding the foregoing, Pfizer may be required to disclose certain information about the Seller in accordance with Article L 1453-1 of the French Health Public Code (The French "Code de la Santé publique") and eventually ask the Seller to communicate information relating to counterparties according a format and deadlines will be communicated to him, that the Seller expressly agrees by signing these Standards terms and conditions of purchase..

11. Force Majeure

Neither Party will be liable for any loss or damage resulting from its failure or delay in performing its obligations to the extent that such failure or delay arises from an event beyond the reasonable control of the party affected provided that the affected party will:

- a) Promptly give written notice to the other describing the event and how performance of its obligations has been prevented or delayed;
- b) Use its best endeavours to restore its ability to perform its obligations; and
- c) Investigate the effects of such event and continue to perform such obligations as are not affected by the event.

However, in case of suspension of obligations of more than one month, the parties shall agree on the follow-up to the delivery or the performance of the Services and may request the termination of these Standards terms and conditions of purchase by registered letter with return receipt

12. Anti-Corruption Provisions

The Seller represents warrants and undertakes to Pfizer that:

- (i) the Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this Contract, and no regulations or other obligations prohibit it from providing such goods or services;
- (ii) the Seller has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official or any other person in order for Pfizer to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- (iii) the Seller has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;
- (iv) any information provided by the Seller to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and the Seller agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the Seller or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this Contract;
- (v) the Seller will (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) the Seller will permit, during the term of the Contract and for three (3) years after final payment has been made under the Contract, Pfizer's internal and external auditors access to any relevant books, documents, papers, and records of the Seller involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.
- (vii) the Seller agrees to follow Pfizer's policy in connection with its performance under this Contract, including requiring relevant employees of the Seller, as determined by Pfizer, to complete training on anti-corruption if applicable.

The Seller will be deemed to have repeated the above representations, warranties and undertakings if, during the term of the Contract, it comes under the control of a Government Official or it becomes aware that any individual with significant responsibility for performing the Seller's obligations hereunder (or a close relative of such an individual), has become a Government Official.

13. Termination

In case of non-performance or poor performance of any of the Contractual stipulations and / or purchase order, and fifteen (15) days after notification by one of the Parties sent to the other by registered letter with return receipt remained in whole or in part without effect within ten (10) working days, the Contract may be terminated by registered letter with return receipt, without prejudice to any damages and interest that may be claimed of the Party in breach.

The order may be terminated by registered letter with return receipt, without compensation and without prejudice to damages or remedies provided by law which the Seller is liable in case of non compliance with the representations and commitments under the principles of Pfizer regarding the corruption and if the Seller makes or made improper payments to public officers in relation to the Services performed on behalf of the Seller or any other Company.

14. Correspondence

All correspondence regarding the order must be sent to the contact listed in the order and to the address in the order.

15. Jurisdiction

Should any difficulty arise (for instance: multiple defendants or introduction of third parties or incidental claim) about the interpretation or the execution of these present Standards terms and conditions of purchase, it will be submitted to the French Commercial Court (The French "Tribunal de commerce").

Various shipping methods or payment, the provisions of Pfizer accepted payments or shipments against repayment, and the place of delivery cannot operate any novation or derogation from this Jurisdiction clause.